

**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 Tuesday, September 6, 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

PROCLAMATION

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Roswell P. Flower Monument
- Resolution No. 2 - Approving “Regulating Specific Land Uses” on September 21, 2011 as Valid Training for Meeting the New York State Municipal Planning and Zoning Officials’ Training Requirement
- Resolution No. 3 - Procurement Policy Revision
- Resolution No. 4 - Authorizing Application for Assistance to Firefighters Grant (AFG) Program
- Resolution No. 5 - Approving Agreement for Bulk Rental of Ice Time at the Watertown Municipal Arena, Watertown Hockey Association
- Resolution No. 6 - Approving the Project Agreement Between the City of Watertown and the Development Authority of the North Country for Funds From the North Country HOME Consortium

- Resolution No. 7 - Authorizing Professional Services Agreement for Preliminary Design of the Factory Street Reconstruction Project, PIN 775315, AECOM
- Resolution No. 8 - Approving Change Order No. 1 to Agreement, CCI Companies, Inc., Greensview-Massey Street South Sewer Reconstruction
- Resolution No. 9 - Readopting Fiscal Year 2011-12 Sewer Fund Budget
- Resolution No. 10 - Approving the Special Use Permit Request Submitted by Tamara Pulley to Allow ATV, Snowmobile, and Automobile Sales at 426 Arsenal Street, Parcels 7-05-206, 7-05-207, and 7-05-208

ORDINANCES

- Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$530,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, in and for Said City

LOCAL LAW

PUBLIC HEARING

- 7:30 p.m. Resolution Approving the Special Use Permit Request Submitted by Sheila Sweet to Allow the Continuation of Auto Detailing and Auto Sales, and the Commencement of Auto Repair at 804 State Street, Parcel Number 12-06-322

OLD BUSINESS

STAFF REPORTS

1. City Manager Update – September 2011
2. Sales Tax Revenue – July 2011
3. Palmer Street
4. Merline Avenue
5. Accepting Water Mains at the Proposed Fairfield Inn on Commerce Park Drive and Gaffney Drive

6. October Work Session

7. Development Authority of the North Country Open House

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
SEPTEMBER 19, 2011.**

Res No. 1

August 31, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Roswell P. Flower Monument

The attached resolution has been prepared at the request of Mayor Jeffrey E. Graham. This resolution recognizes the work of the Governor Flower Monument Centennial Committee and formalizes the City Council's commitment to maintain this City asset for future generations.

RESOLUTION

Page 1 of 1

Roswell P. Flower Monument

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 in January 2002, a small group of interested citizens came together to discuss how to mark the Governor Roswell P. Flower monument’s centennial anniversary, and

WHEREAS because this monument is owned by the City of Watertown, City officials approved the formal organization of a committee to develop a plan to mark the anniversary, and

WHEREAS an initial grant was received from Save Outdoor Sculpture!, and

WHEREAS in April 2002, the Governor Flower Monument Centennial Committee held its first formal meeting and began its efforts to raise \$120,000 to support the restoration of the monument, improve the lighting and replace the missing eagles, and

WHEREAS within six months the Committee raised over \$128,000 in gifts that ranged from one dollar to thousands of dollars from community members, along with a state senate member item, and

WHEREAS the hard work of this committee paid off and the Governor Roswell P. Flower monument was reborn and on September 20, 2003, rededicated to the Citizens of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby commends the Governor Roswell P. Flower monument committee for their dedication to improving this magnificent monument and gifting it back to the Citizens of Watertown, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown will carry on the committee’s mission of stewardship, by maintaining this monument for future generations.

Seconded by

Res No. 2

August 31, 2011

To: The Honorable Mayor and City Council

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

Subject: Approving the “Regulating Specific Land Uses” Workshop on September 21, 2011 as Valid Training for Meeting the New York State Municipal Planning and Zoning Officials’ Training Requirement

The City Council, Planning Board and Zoning Board of Appeals are subject to the four hour training requirement that the New York State Legislature adopted as Chapter 662 of the Laws of 2006, which took effect January 1, 2007. The law requires that the City Council approve courses before they can be used to meet the training requirement.

Attached is a flyer for a workshop on “Regulating Specific Land Uses” to be held on Wednesday, September 21, 2011 from 6:30 p.m. to 8:30 p.m. at Jefferson Community College. Upon review of the agenda, staff believes that this workshop meets the intent of the State legislation for training and will therefore qualify as two hours toward meeting the training requirement upon approve by the City Council. A resolution approving the training has been prepared for Council’s consideration.

RESOLUTION

Page 1 of 1

Approving "Regulating Specific Land Uses" on September 21, 2011 as Valid Training for Meeting the New York State Municipal Planning and Zoning Officials' Training Requirement

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 Chapter 662 of the New York State Laws of 2006, which took effect on January 1, 2007, requires all municipal planning and zoning officials to have four hours of training per year, and

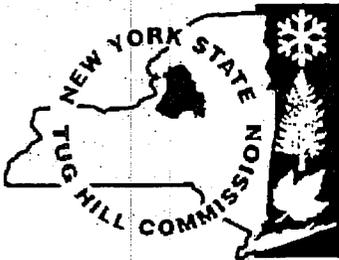
WHEREAS the training must be approved by the City Council before it can be used to meet the training requirement, and

WHEREAS the Fort Drum Regional Liaison Organization, Jefferson County Department of Planning, NYS Tug Hill Commission, and the Center for Community Studies at Jefferson Community College are co-sponsoring a workshop entitled "Regulating Specific Land Uses" for local planning officials on September 21, 2011 at Jefferson Community College,

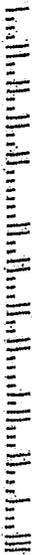
NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that the "Regulating Specific Land Uses" workshop is approved to provide two hours of training toward meeting the New York State municipal planning and zoning officials' training requirement.

Seconded by

Co-Sponsored By:



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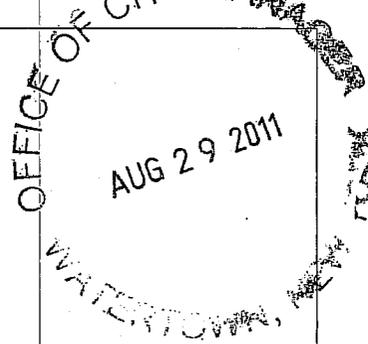
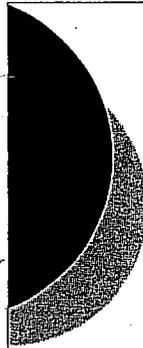


1220 Coffeen Street
Watertown, NY 13601

Return Service Requested

Ken Mix
245 Washington St.
Watertown, NY 13601

Non-Profit Org.
U.S. Postage
PAID
Permit No. 7
Watertown, N.Y.



Land Use Planning Workshop Notice

Regulating Specific Land Uses

Wednesday
September 21, 2011
6:30 pm—8:30 pm
Jules Center Amphitheater
Room 6-002
Jefferson Community College
1220 Coffeen St.
Watertown, NY

REGULATING SPECIFIC LAND USES

The Fort Drum Regional Liaison Organization, Jefferson County Department of Planning, NYS Tug Hill Commission, and The Center for Community Studies at JCC are co-sponsoring a training session featuring Scott Chatfield, Esq. Scott Chatfield, Esq. is an attorney in private practice focusing on municipal law. He is a member of the New York Planning Federation Board of Directors, representing the Central New York Region. Mr. Chatfield is an author and frequent lecturer on legal issues.

AGENDA

- 6:30-6:35 pm Welcome and Opening Remarks
- 6:35-8:00 pm Presentation by Scott Chatfield, Esq.

This session will discuss certain land uses and the extent to which local governments may regulate them. Land uses to be covered will include: mining, day care facilities, group homes, adult uses, religious institutions, mobile homes, and billboards. Come prepared to ask questions and add other types of land uses your town or village has trouble including in the community.

8:00-8:30 pm Ample time will be reserved for questions and answers

RSVPs are strongly encouraged by September 19th. Please call The Center for Community Studies at (315) 786-2333 or email

hbarben@sunyjefferson.edu

Note to Planning Board and ZBA Chairpersons and Clerks-Please share this notice with other Board members and officials in your community.

If approved by your municipality, this workshop can provide two hours of training to meet the NYS Municipality Training requirement.

The College campus, in Watertown, NY is near the intersection of Interstate 81 and Coffeen Street (Exit 46)

From Syracuse (the airport) and points south: Take 81N to Exit 46, Coffeen Street. Turn right onto Coffeen Street. Turn left at the second light.

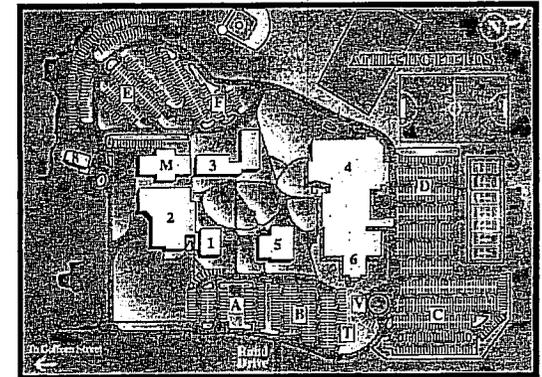
From points north:

From Rte. 11: Take Rte. 11S to Rte. 342. Turn right onto Rte. 342. Take Rte. 342 to 81S. Follow 81S to Exit 46, Coffeen Street. Turn left onto Coffeen Street. Go over the bridge over 81. Turn left at the third light.

From Rte. 3: Take Rte. 3E into Watertown. Turn right onto Rte. 3S, State Street. Follow Rte. 3S, State Street. Bear right in the traffic circle (Public Square) following the signs for Rte. 3. Turn right onto Massey Street. Turn left at the first light, Coffeen Street. Follow Coffeen Street past the County Fair Grounds, and turn right at the Jefferson Community College sign.

OR

Take Rte. 3E into Jefferson County. In Felts Mills, turn right onto Rte. 283. Take Rte. 283 to Rte. 342. Turn right onto Rte. 342. Take Rte. 342 to 81S. Follow 81S to Exit 46, Coffeen Street. Turn left onto Coffeen Street. Go over the bridge over 81. Turn left at the third light.



Event Location: Room 6-002
Jules Center Amphitheater, Bldg. 6

Parking: Lot C or D

Res No. 3

August 30, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Procurement Policy Revision

As Council is aware, Amy M. Pastuf has recently joined the City's management team as Purchasing Manager. General Municipal Law §104-b(2)(f) states that the City's Procurement Policy must identify the individual responsible for purchasing. As such, the City's Procurement Policy must be revised to identify Mrs. Pastuf as the City's Purchasing Manager.

A resolution has been prepared for Council's approval which adopts the revised Procurement Policy. An amended copy of the Procurement Policy has also been included for Council's review.

RESOLUTION

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 August 1, 2011, Amy M. Pastuf was duly appointed to the position of Purchasing Manager for the City of Watertown, and

WHEREAS pursuant to General Municipal Law §104-b(2)(f), the City’s Procurement Policy must identify the individual responsible for purchasing, and

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

WHEREAS based on General Municipal Law, the City’s Purchasing Policy has been amended,

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

Seconded by

CITY OF WATERTOWN, NEW YORK

PROCUREMENT POLICY

Purpose

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

Purchasing Ethics

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

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

Competitive Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

7.) Documentation and written explanation is required whenever a contract is awarded to other than the lowest responsible bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsible. A determination that the bidder is not responsible shall be made by the purchasing department and may not be challenged under any circumstances.

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

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

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

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

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

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

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

Return of Goods

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

Purchase Requisition

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

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

The Purchase Order

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

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

Requests for Proposal (RFP)

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

1. Establishment of evaluation criteria (i.e. price; experience; creditworthiness;

approach to performance; staff availability; ability to perform; and time estimates).

2. Comprehensive, fair solicitation process.
3. Fair and equitable negotiation process.
4. Fair review/evaluation or rating process.

Credit Card Use

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

END OF POLICY

Revised 9/6/2011

Res No. 4

August 31, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: FEMA's Assistance to Firefighters Grant (AFG) Program

The City of Watertown Fire Department has actively participated in FEMA's Assistance to Firefighters Grant (FG) program since its inception. This year, Chief Herman has detailed the following equipment needs he would purchase with the 2011 AFG Grant funding:

Hydraulic Rescue Tool Spreader	\$8,200
Hydraulic Rescue Tool Cutter	\$6,100
Hydraulic Rescue Tool Ram	\$5,000
Washer-Extractor	\$7,600
Forcible Entry Door Simulator	\$8,200
Photo Ionization Detector (PID)	\$4,900
Software and Technical Support of AHURA	\$5,500
Two TAC Sticks	\$ 620

As detailed in Fire Chief Dale C. Herman's letter attached, the above items total \$46,120. If approved for this grant, the City of Watertown would be required to fund 10% of the requested amount, which would come from the Fire Department Operating Expenses.

Attached for City Council consideration is a resolution authorizing Fire Chief Dale C. Herman to sign and submit the grant application on behalf of the City of Watertown.

RESOLUTION

Page 1 of 1

Authorizing Application for Assistance to Firefighters Grant (AFG) Program

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

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Fire Department is seeking City Council approval to apply for grant funding under FEMA’s Assistance to Firefighters Grant (AFG) Program, and

WHEREAS the purpose of this program is for acquiring additional equipment, including equipment to enhance the safety or effectiveness of firefighting, rescue and fire-based EMS functions, and

WHEREAS the application, in the amount of \$46,120, with the City match being \$4,612, would provide funding for much needed rescue equipment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to submit a grant application under FEMA’s Assistance to Firefighters Grant (AFG) Program, and

BE IT FURTHER RESOLVED that Fire Chief Dale C. Herman is hereby authorized and directed to execute the grant application on behalf of the City of Watertown.

Seconded by



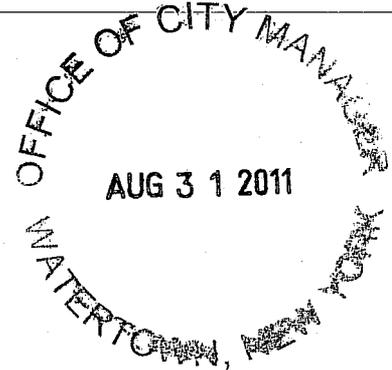
CITY OF WATERTOWN, NEW YORK

FIRE DEPARTMENT
224 South Massey Street
Watertown, New York 13601
(315) 785-7800
Fax: (315) 785-7821
Dale C. Herman, Fire Chief
dherman@watertown-ny.gov



August 29, 2011

Mrs. Mary Corriveau
City Manager
City of Watertown
245 Washington Street
Watertown, New York 13601



Dear Mary:

Since the inception of FEMA's Assistance to Firefighters Grant (AFG) program, the City of Watertown Fire Department has actively participated in the application process to acquire funds for needed equipment to meet our mission of delivering emergency services. The application period for the 2011 AFG opened on August 15th and the fire department has prioritized the following equipment as needs that can be subsidized by the grant:

- The purchase of a hydraulic rescue tool spreader. This tool would replace an existing spreader that is over 25 years old and no longer supported with parts from the manufacturer. This new spreader weighs twenty-five pounds less and has twice the spreading force than our existing tool. The projected cost of this spreader is \$8,200.
- The purchase of a hydraulic rescue tool cutter. This tool would replace an existing cutter that is over 25 years old and no longer supported with parts from the manufacturer. This new cutter has a force capable of cutting today's stronger alloy metals in motor vehicles. The projected cost of this cutter is \$6,100.
- The purchase of a hydraulic rescue tool ram. This tool would replace an existing ram that is over 25 years old and no longer supported with parts from the manufacturer. This ram has a much greater push and pull ratio than our existing ram. The projected cost of this ram is \$5,000.
- The purchase of a washer-extractor for the cleaning of turnout gear. NFPA recommends fire departments clean dirty gear after exposure to fire, body fluids, or hazardous materials. This washer-extractor would be capable of washing up to four sets of gear at one time, increasing the turn around time of getting gear back into service. The projected cost of this washer-extractor is \$7,600.

- The purchase of a forcible entry door simulator. This device would provide firefighters the opportunity to breach open different types of door assemblies, utilizing different tool sets including irons, rabbit tool and saws. The projected cost of the device and the training component is \$8,200.
- The purchase of a photo ionization detector (PID) with other additional sensors for the detection of Oxygen, Methane, Carbon Monoxide and Hydrogen Sulfide. This unit would have the capabilities to detect hazardous atmospheres that cannot be detected with our existing equipment. The projected cost of this PID is \$4,900.
- The purchase of software and technical support for the AHURA detection system. This AHURA has a chemical library of over 6,000 known chemicals and utilizes a laser beam to perform a chemical identification of unknown substances. The AHURA was originally acquired through a grant and has been used to identify unknown substances at incidents responded to by the fire department. The projected cost of this software and support is \$5,500.
- The purchase of two TAC sticks. These items are able to detect electrical energy from a safe distance. This tool would allow emergency responders to check an area for energized wires of equipment prior to approaching too close. This tool can be beneficial in storm emergencies, vehicle accidents and electrical investigations. The projected cost of these two units is \$620.
- Total grant proposal would total \$46,120.

This grant requires the City fund 10% of the requested monies for the total project. The Department is asking for your approval and the approval of City Council to submit the above listed equipment in this year's grant. The deadline for grant submission is Friday, September 9 at 5 p.m. EST.

Thank you for your consideration in this matter. If you have any questions, please do not hesitate to contact me.

Truly yours,

CITY OF WATERTOWN FIRE DEPARTMENT



Dale C. Herman
Fire Chief

DCH:cdb

Res No. 5

August 23, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Hockey Association Bulk Ice Time Agreement

Two years ago the City of Watertown and the Watertown Hockey Association entered into an Agreement that provided for the bulk rental of ice time at the City's Arena. In discussions with Nina Harff, General Manager of the Watertown Hockey Association and John Van Brocklin, Parks and Recreation, it appears that this arrangement is working well for both organizations..

Under the terms of this Agreement, the City will receive \$43,000 for the use of the City's Ice Arena, during the time slots detailed in the Agreement, plus an additional \$30. per hour for any event that charges admission at the door for entry use. A total of 728 hours and 20 minutes are slotted for use by the Association. Time slots include early Saturday mornings, Columbus Day, Veteran's Day, the day before and after Thanksgiving, Christmas vacation week, and winter vacation week. These additional hours are not the most popular times, and therefore may go unused by any other group. It should be noted that some of the hours requested are non-prime time hours and would be charged at \$42/hour and for every four hours of non-prime time used, one free non-prime time hour is granted.

Attached for City Council review and consideration is a resolution authorizing the approval of the Agreement for Bulk Rental of Ice Time at the Watertown Municipal Arena. A copy of the Agreement is also attached for your review. The Watertown Hockey Association has no outstanding bills with the City of Watertown.

RESOLUTION

Page 1 of 1

Approving Agreement for Bulk Rental of Ice Time at the Watertown Municipal Arena, Watertown Hockey Association

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

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns and operates an Arena at the Alex T. Duffy Fairgrounds, and

WHEREAS the Watertown Hockey Association expressed their desire to enter into an Agreement for bulk rental of ice time at the Fairgrounds Arena to support their programs, and

WHEREAS City Council of the City of Watertown desires to promote recreational activities at this community recreational facility,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby approves the Agreement for Bulk rental of Ice Time at the Watertown Municipal Arena between the City of Watertown and the Watertown Hockey Association, 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 said Agreement on behalf of the City of Watertown.

Seconded by

**AGREEMENT FOR BULK RENTAL OF ICE TIME
AT THE WATERTOWN MUNICIPAL ARENA
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement is being made and is intended to be effective as of October 1, 2011 for a period of one (1) ice season between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the "CITY") and the Watertown Minor Hockey Association ("Hockey Association"), P. O. Box 371, Watertown, NY 13601.

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 Watertown Municipal Arena within the City of Watertown, and the ice arena is a community recreational facility, and

WHEREAS the City desires to promote future recreational activities at the ice arena 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 grant "bulk" ice time for the 2011-12 ice season to the Hockey Association for the operation, management and maintenance of a skating program for the use of the people in the community wanting to learn and improve ice skating skills, and

WHEREAS in pursuit of the public purpose the City desires to enter an Agreement for the bulk rental of ice time provided by § 320-A, D of the City Code,

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

AGREEMENT

SECTION I – TERM

The term of this agreement shall be from October 1, 2011 (the anticipated first day of ice in the Arena) through March 30, 2012.

SECTION II – PROPERTY

The City agrees to permit the Hockey Association to use a part of the City of Watertown Municipal Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer's booth, changing rooms and hockey goals. The City grants the Hockey Association the right of ingress and egress over municipal property to the extent necessary to operate the hockey program on the City's ice sheet.

SECTION III – NONASSIGNABILITY

The City and Watertown Hockey agree that it is the purpose of this agreement to permit the use, operation, management and maintenance of the Hockey Program at the premises by the Hockey Association, and that this agreement may not be assigned by Watertown Hockey to any other person or entity. The Hockey Association agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

SECTION IV – COMPENSATION

A. The one time annual fee for "bulk ice time" as detailed in Section V of this Agreement is \$43,000 as offered by the Hockey Association to the City for the 2011-2012 ice season. Payment of the annual fee shall be made as follows:

One-half (1/2) to be paid upon the effective date of the agreement; and

The balance due will be paid on or before January 1, 2012. Payment of the fees shall be made by the Hockey Association to the City Comptroller.

B. The Hockey Association will pay an additional \$30 per hour anytime their ice time slot rental is for an event that charges admission at the door for entry. Admission is defined as any fee to enter the event such as a cover charge, pass, raffle, donation or any means of recouping a fee to enter the facility. If time beyond that allocated in Section V is requested for an event that charges admission at the door for entry, the Hockey Association will pay based on the City's established rates.

C. Any time used by the Association outside of the bulk ice time slots set forth in Section V of this contract will be billed within one week of usage and due within 30 days of the invoice.

SECTION V – ICE TIME

A. The City will provide the Hockey Association annual ice time slots that are set aside for the organization each season. These times, with some minor adjustment, are based on previous years and include:

Day of the Week	Time of Day
Sunday	7:30 a.m. to 1:05 p.m.; 3:10 p.m. to 6:10 p.m.
Monday	6:00 p.m. to 8:30 p.m.
Tuesday	4:20 p.m. to 7:05 p.m.; 9:00 p.m. to 10:00 p.m.
Thursday	5:05 p.m. to 7:05 p.m.
Saturday	7:30 a.m. to 1:05 p.m.; 4:50 p.m. to 7:30 p.m.

B. In addition to the time listed above the City will set aside the additional times requested by the Association that include:

Day of the Week	Time of Day
Saturday	6:30 a.m. to 7:30 a.m.
Columbus Day	6:35 a.m. to 10:35 a.m.
Veterans' Day	6:35 a.m. to 10:35 a.m.
Wednesday before Thanksgiving	6:35 a.m. to 10:35 a.m.
Friday after Thanksgiving	6:35 a.m. to 10:35 a.m.
Christmas School vacation	6:35 a.m. to 10:35 a.m.
Martin Luther King Day	6:35 a.m. to 10:35 a.m.
Winter School vacation	6:35 a.m. to 10:35 a.m.

It is understood by the parties that the 6:30 a.m. to 7:30 a.m. time slots on Saturdays and 6:35 to 7:30 time slots on the other specified days are set aside for the use of the Association, as listed above. However because of low utilization during that time slot, the Association will notify the City, one week in advance when they will use the ice between 6:30 a.m. and 7:30 a.m. on Saturdays or 6:35 a.m. and 7:30 a.m. on the other specified days.

C. In the event ice time is not used, a courtesy call shall be made within a reasonable time frame. The City at that point shall have the option to resell the ice time without affecting this contract.

D. The Hockey Association recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day and therefore no ice time will be available and time missed will not be compensated.

E. The Hockey Association agrees to give up ice time and allow for annual events such as all local High School Hockey Games and for Watertown Figure Skating Club's annual testing session, exhibition and show.

F. Ice time for any Hockey Association tournaments will be negotiated with the rental groups that are affected. In any event Hockey Association will use their own scheduled ice time first before canceling another group's time.

G. The Hockey Association agrees to hold the City harmless should the Arena be closed for any unforeseen circumstance such as weather, emergencies or other items the City has no control over.

H. Any additional time requested by the Hockey Association above and beyond the ice time slots listed in Section V of this Agreement, will be billed in accordance with the rates established in the City Code Section 320, Article III, § a320-4, Schedule of Fees.

SECTION VI – 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 agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

SECTION VII – INSURANCE

A. The Hockey Association agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$500,000/\$1,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. Hockey Association's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. Hockey Association shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to Hockey Association's commencement of any activities on the premises.

B. The Hockey Association shall procure and maintain Worker's Compensation Insurance and Disability Insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of the Franchisee under the laws of the State of New York.

SECTION VIII – HOLD HARMLESS

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

SECTION IX – TERMINATION

This franchise may be terminated by the City, for cause, upon any of the following:

A. Violation of the Hockey Association of any of the applicable laws and regulations of the State of New York including regulations promulgated by the New York State Department of Health.

B. This Agreement may also be terminated by the City for the Hockey Association's failure to comply with any of the provisions of the agreement.

SECTION X – NO RECOURSE

A. The Hockey Association acknowledges and agrees that the premises may be subject to being shut down for any number of reasons including down time for structural repairs, and the Hockey Association agrees that it shall have no recourse against the City for damages in the event the premises are unavailable for use.

SECTION XI – VENUE AND APPLICABLE LAW

A. The City and the Hockey Association agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, 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 XII – SAVINGS CLAUSE

The parties acknowledge that it is important to the parties to have a valid agreement in connection with the subject matter. Therefore, the parties agree that, to the extent any term, condition, or provision of this agreement is found to be invalid, for any reason, the remainder of this agreement shall, to the extent possible, remain in full force and effect for the contract term or for any extension thereof.

SECTION XIII ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties in connection with the referenced subject matter, and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth in this agreement. Each party further agrees that no change to the terms of this agreement shall be binding unless such change is in writing and signed by both parties.

SECTION XIV – NOTICE

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

City:

City Manager
245 Washington Street
Watertown, New York 13601

Association:

Watertown Minor Hockey Association
P.O. Box 371
Watertown, New York 13601

IN WITNESS WHEREOF, the City and Watertown Minor Hockey Association have caused this agreement to be executed by the parties and is to be effective as of October 1, 2011.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Mary M. Corriveau, City Manager

WATERTOWN MINOR HOCKEY ASSOCIATION

By: _____
Nina Harff, General Manager

Res No. 6

August 31, 2011

To: The Honorable Mayor and City Council

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

Subject: Approving the Project Agreement Between the City of Watertown and the Development Authority of the North Country for Funds From the North Country HOME Consortium

The City of Watertown has been awarded a grant of \$121,824 for Program Year 2011 from the North Country HOME Consortium. The funds are expected to assist five income-eligible homeowners with repairs to their homes.

A Grant Agreement with the Development Authority of the North Country is attached for City Council review. DANC administers the program for the consortium. A resolution has been prepared for City Council consideration that approves the agreement and authorizes the Mayor to execute it.

September 6, 2011

RESOLUTION

Page 1 of 1

Approving the Project Agreement Between the City of Watertown and the Development Authority of the North Country for Funds From the North Country HOME Consortium

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

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has been awarded a grant from the North Country HOME Consortium for \$121,824 for Program Year 2011, and

WHEREAS it is necessary to enter into a formal agreement with the Development Authority of the North Country as administrator of the consortium funds, and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the HOME Investment Project Agreement between the City of Watertown and the Development Authority of North Country, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized and directed to execute the agreement on behalf of the City Council.

Seconded by

HOME INVESTMENT PROJECT AGREEMENT
OWNER-OCCUPIED REHABILITATION PROGRAM

This sets forth the HOME Investment Project Agreement made as of _____, 2011, by and between the Development Authority of the North Country, a New York State public benefit corporation with offices at Dulles State Office Building, 317 Washington Street, Watertown, New York ("Authority") and **City of Watertown**, Room 302, Municipal Building, Watertown, New York 13601. ("Awardee").

Recitals

1. Jefferson County, as lead county of the HUD North Country HOME Consortium and recipient of HOME grant funds, has contracted with the Authority to administer a HOME HUD grant in accordance with all HUD regulations, grant conditions and the North Country HOME Consortium Program requirements.
2. Awardee has qualified for designation as an Awardee of grant funds subject to the terms and conditions contained herein.

Agreement

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Amount of HOME Funding Award. Awardee shall be granted a total of \$121,824.00 with this 2011 HOME Program Year contract. All funding awards are subject to the release of funds from the U.S. Department of Housing and Urban Development.

HOME Program Year 2011 Award:

Project Funds:	\$114,928.00
<u>Administrative Funds:</u>	<u>\$ 6,896.00</u>
	\$121,824.00

2. Duration of the Agreement. This agreement shall commence the date hereof and end 48 months thereafter, or upon completion of the final HOME assisted unit, whichever occurs first.

In the event an Awardee cannot meet the above term for reasons outside the control of the Awardee, upon written notice by the Awardee, the Authority may grant a reasonable extension of time for completion of the project(s).

3. Use of HOME Funds. The Awardee shall administer and deliver the projects as set forth in their application for funding to the Authority. The Awardee will adhere to the project budget identified in its application and attached. Any modifications will need the approval of the Authority.

A. Awardee shall, within 24 months from the date of this agreement, commit and expend the HOME Program Year 2008 funds in the amount and manner and only for the purposes set forth in Awardee's approved application for funding, which application is attached hereto and made a part hereof.

Awardee shall, within 24 months from the date of written notification from the Authority, commit and expend the HOME Program Year 2011 funds in the amount and manner and only for the purposes set forth in Awardee's approved application for funding, which application is attached hereto and made a part hereof.

- B. Awardee shall use HOME funds for the purposes set forth in the Awardee's application attached hereto to include rehabilitation of owner-occupied dwellings in the City of Watertown.
 - C. Awardee shall assist approximately 5 units in total with 2011 HOME funds.
 - D. At least 5 eligible homeowners will be assisted with these grant funds.
 - E. At least 2 of the 5 families assisted will have income levels at or below 50% of the median income levels for Jefferson County adjusted for family size.
 - F. At least 1 of the 5 families assisted will have income levels between 51% - 60% of the median income levels for Jefferson County adjusted for family size.
 - G. At least 2 of the 5 families assisted will have income between 61% - 80% for Jefferson County adjusted for family size.
 - H. Awardee shall use HOME funds in accordance with the approved project budget that was submitted with their 2011 application for funding and which application is attached to this contract.
4. Reimbursement of Expenses. In accordance with 24 CFR 92.504(c)(3)(viii) project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the Awardee on forms specified by the Authority with adequate and proper documentation of eligible costs incurred in compliance with 24 CFR 92.206 and necessary for HUD IDIS disbursement requirements. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.
- The Authority reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable, and reserves the right to review and audit all records of the Awardee pertaining to any payment by the Authority. Said records shall be maintained for a period of five years after completion.
5. Affordability Requirements. The designated HOME-assisted units will meet the affordability requirements as found at 24 CFR 92.254 (a)(3)-(4) as applicable.
6. Resale/Recapture Provisions. The Awardee shall require that all property purchased using HOME assistance be subject to the resale/recapture provision as outlined in 24 CFR 92.254 (a)(5)(ii). Prior to the assistance being given, one of the HUD approved methods for resale/recapture as outlined in 24

CFR 92.254 (a)(5)(ii) shall be specified to the homebuyer. The property shall remain affordable as outlined in the regulations and shall be enforced through a deed restriction or other comparable restriction.

Any program income generated from the recapture/resale of units assisted with HOME funds will be returned to the Authority. The Authority will notify Jefferson County of such funds and Jefferson County will report these funds in HUD IDIS.

The Awardee will have 6 months from the time that the Authority receives the funds to commit these funds to another HUD HOME eligible owner-occupied project as identified by this application. If it cannot, the Authority will reserve the right to allocate, at the discretion of the HOME Administrative Board, these funds to another eligible project.

At all times, the Awardee will expend these funds in accordance with the terms and conditions set forth by this Agreement, and in accordance with 24 CFR 92.

7. Project Requirements.

- A. The Awardee will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254 (a)(3)-(4) for the applicable affordability period.
- B. The Awardee will ensure that all HOME assisted units are eligible under 24 CFR 92.254 (a)(1)-(2), and will maintain compliance during the minimum compliance period.
- C. The Awardee will ensure that all HOME assisted units will be in compliance under 24 CFR 92.254(c) for ownership interest.
- D. The Awardee will provide any documentation required by the Authority regarding match as may be required to document match for purposes of the HOME program.
- E. If not already done, Awardee agrees to notify in writing each municipality in which HOME funds are proposed to be spent providing a description of the type of activity to be undertaken.

8. Physical Standards. The Awardee shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251 (a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

9. Affirmative Marketing. As stated in 24 CFR 92.351, and as it applies to homebuyer and renter-occupied projects, if 5 or more units in a project are assisted with home funds then:

- . Awardee agrees to provide fair housing opportunities for all persons regardless of race, color, religion, gender, age, familial status, sexual preference, and physical or mental disability.

- . Awardee agrees to follow the procedures to further affirmative marketing as set forth by the North Country HOME Consortium in its Annual Plan.
- 10. Non-discrimination. In the selection of occupants for HOME-assisted units, the Awardee shall comply with all non-discrimination requirements of 24 CFR 92.350.
- 11. Displacement & Relocation. If any HOME-assisted units are occupied at the time of this commitment, the Awardee will comply with the relocation requirements of 24 CFR 92.353.
- 12. Contract & Labor Standards.
 - A. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, the Awardee shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a-7) and referenced at 24 CFR 92.354.
 - B. Awardee agrees that it will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR 135.
 - C. Awardee agrees that it will comply with implementing regulations at 24 CFR 92.508(a)(7) pertaining to Minority/Women-Owned Business Enterprises.
- 13. Conflict of Interest. Not applicable to owner-occupied projects.
- 14. Records and Reports. As stated at 24 CFR 92.508(a)(3) the following records and reports are required if the project is owner-occupied, or homebuyer assistance:
 - A. A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the units or tenants assisted with HOME funds.
 - B. The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.
 - C. Records demonstrating that each rental housing or homeownership project meets the minimum per-unit subsidy amount of 24 CFR 92.205 (c), the maximum per-unit subsidy amount of 24 CFR 92.250 (a) and the subsidy layering guidelines adopted in accordance with 24 CFR 92.250(b).
 - D. Records demonstrating that each project meets the property standards of 24 CFR 92.251 and the lead based paint requirements of 24 CFR 92.355.
 - E. Records demonstrating that each family is income eligible in accordance with 24 CFR 92.203. Awardees must use Definition 1 - Calculating Income as defined in 24 CFR Part 5.
 - F. Records demonstrating that the purchase price or estimate value after rehabilitation for each homeownership housing project does not exceed 95 percent of the median purchase

price for the area in accordance with 24 CFR 92.254(a)(2). The records must demonstrate how the estimated value was determined.

G. Records demonstrating that each homeownership project meets the affordability requirements of 24 CFR 92.254 for the required period.

H. Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with 24 CFR 92.202.

15. Enforcement of the Agreement.

A. The HOME funds advanced to fund a HOME-assisted unit will be secured by a note and mortgage in accordance with 24 CFR 92.504(c)(3)(vii).

B. If the HOME-assisted unit is to be owner-occupied, the Awardee shall assure that any notes and mortgages recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the Awardee will monitor each unit for principal residency (under 24 CFR 92.254(a)(3) and resale/recapture (24 CFR under 92.254 (a)(4)-(5)).

16. Default-Loss of Grant Funds. If the Awardee fails to fully perform and carry out any of the terms, covenants, and conditions of this agreement, Awardee shall be in default and notice in writing shall be given to the Awardee of such default by the Authority. If the Awardee fails to cure such default within the time specified by such notice, the Authority may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the Awardee shall be revoked and any approvals related to the project(s) shall immediately be deemed revoked and canceled.

In such event, the Awardee will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for the project.

Such termination shall not affect or terminate any of the rights of the Authority as against the Awardee then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the Authority under the law and the note and mortgage (if in effect), including but not limited to compelling the Awardee to complete the project(s) in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

17. Suspension and Termination. This agreement may be terminated by mutual consent or by the Authority at any time, and in accordance with 24 CFR 85.44, upon written notice to Awardee,

if Awardee fails to comply with the terms and conditions of this agreement.

In the event of termination, Awardee shall be entitled to payment for all costs incurred prior to the date of termination and all unexpended funds and program income shall be paid to the Authority for reimbursement to the North Country HOME Trust Fund. The Authority will notify Jefferson County if it receives any unexpended funds or program income to be reported in IDIS by Jefferson County.

18. Indemnification. Awardee is an independent contractor and shall not represent itself in any other capacity with respect to this agreement. Awardee shall be solely liable for damages for injuries to persons (including death) or property arising in any manner out of the operation of this agreement and shall defend and indemnify the Authority, its officers and employees from claims, suits, actions, damages and costs of every nature arising in any manner out of the operation of this agreement.
19. Intent. It is the intent of this agreement that all laws, regulations, rules, procedures, conditions, and requirements as may apply to the Authority relative to the grant shall likewise fully apply to the Awardee.
20. Compliance with Laws. Awardee shall comply with any and all federal, state and local laws, rules and regulations, and as amended from time to time, as may apply to Awardee's activities under this agreement, which laws, rules and regulations are hereby incorporated by reference in this agreement as if fully set forth herein, including but not limited to:
 - HOME Investment Partnership Act, 24 CFR Part 92
 - Title 8 of the Civil Rights Act of 1968 PL. 90-284
 - Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968
 - Housing and Community Development Act of 1974
 - The Awardee agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)
 - HUD Regulations thereunder, 24 CFR Parts 24, 58, 92 and 135
 - OMB Circular No. A-87 and the following requirements of 24 CFR part 85 apply to the participating jurisdiction, State recipients, and any governmental subrecipient receiving HOME funds: §§ 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52.
 - New York Workers Compensation and Disability Laws

- Section 312, New York Executive Law - Equal Employment Opportunities for Minorities and Women
- Article 15-A, New York Executive Law - Equal Employment Opportunity

~~All federal and state laws relating to drug-free workplace, anti-kickback, competitive bidding, retention of and access to records and conflict of interest~~

21. Procurement Policy. Awardee agrees to provide for an open and competitive bidding process. Bids should be date/time stamped when opened. All bidding activities should be documented and maintained with project files. The Authority and Jefferson County reserve the right to review these documents upon inspection.

22. Anti-Lobbying. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

23. Incorporated Documents. Awardee acknowledges that it has obtained, read and understands the following documents which are hereby incorporated by reference, and as amended from time to time, in this agreement as if fully set forth herein and agrees to be bound thereby to the extent applicable to Awardee:

- Subrecipient Service Agreement dated July 14, 2009, between the County of Jefferson and the Development Authority of the North Country
- 24 CFR Part 92

24. Reporting Responsibilities.

~~Awardee shall be responsible for completion and submission of HUD Project Set-up Reports and Project Closeout Reports to Authority and Jefferson County~~

- Awardee agrees to provide its organization's financial statements to the Authority annually

25. Monitoring. Awardee agrees that by accepting these funds that the Development Authority and Jefferson County reserve the

City of Watertown

right to inspect, monitor, and observe the work and services performed by the Awardee on an annual basis. Access shall be immediately granted to the Development Authority and Jefferson County to any books, documents, papers, and records of the Awardee or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

26. Environmental Review. Awardee agrees to comply with all State and Federal environmental laws, rules, regulations and review processes.

CITY OF WATERTOWN

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

Executive Director

8/23/11

**NORTH COUNTRY HOME CONSORTIUM
PROJECT APPLICATION – 2011 FUNDING CYCLE**

Project Name: City-wide HOME Repair Program

Date: 2/02/2011 (revised 7/2011)

I. TYPE OF HOME ALLOCATION REQUEST:

A. Funding Pool

This application is for the following funding pool (check one):

- General Pool (\$230,000 max.)
CHDO Pool

B. Total amount of HOME Request (including administrative fees)

\$ 121,824

Number of Units to Receive HOME Assistance

5

C. Eligible Activity

1. Rental:
New Construction
Rehabilitation
Acquisition and Rehabilitation
2. Owner Occupied:
New Construction
Rehabilitation
Acquisition Only
Acquisition and Rehabilitation

II. APPLICANT INFORMATION:

A. Applicant Name: City of Watertown

Address: 245 Washington Street

City/State/Zip: Watertown, New York 13601-3380

Telephone: (315) 785-7720 Fax: (315) 782-9014

Contact Person: Ken Mix, Planning & Community Development Coordinator

Type of Applicant: Sole Proprietor Partnership Corporation
 Non-Profit For Profit

If "Non-Profit", the Applicant is:

- 501 (c)(3)
501 (c)(4)
Incorporated municipality

Has the Applicant been designated by the Consortium as a CHDO? Yes No

III. **PROJECT SUMMARY:**

Provide a brief summary of the project. Describe the project; project location or area; describe type of units to be assisted; identify income group served. For rental projects, describe scope of work, unit mix, rent levels, and any special characteristics of the project. If rehabilitation activity, describe scope of work. Include the sponsor of the project, and entity that will manage and implement the HOME program locally.

Tab this section and label as "SCHEDULE 1".

IV. **PROJECT INFORMATION:**

A. Project Name: City-wide HOME Repair Program

Address (if known): (See Waiting List in Schedule 2)

City/County/Zip (if known): Watertown/Jefferson County/13601

Name of Local Municipalities Where Project(s) is Located: City of Watertown

Name of Chief Executive Officers for each municipality: Mary Corriveau, City Manager

B. Number of Buildings with Dwelling Units: 5

Number of Units in Project: 5

Percentage of HOME Assisted Units to Total Units: 100 %

Give Acreage or Lot Size of Project, if applicable not applicable

Scattered Site: Yes No

C. 1. Total Project Cost: \$ 121,824.00

2. Total HOME Administrative Request: \$ 6,896.00

3. Total HOME Program Funds Requested (less administrative funding): \$ 114,928.00

4. Number of HOME Assisted Units in Project: 5

5. Total HOME \$/Unit (3 ÷ 4): \$ 22,986.00

D. Will the project result in any "displacement costs"? Yes No

If yes, what actions will be undertaken to provide replacement housing? Outline any displacement costs associated with the proposed project under Schedule B.

E. **Need:** Please tab this information and label as "SCHEDULE 2".

B. Project Schedule

Please complete a Project Schedule outlining the major phases of the project and estimated times of completion.

Tab this section and label as "SCHEDULE 11".

I certify that to the best of my knowledge that the information contained within this application is true and correct.

Name: Mary Corriveau

Signature: *Mary Corriveau*

Title: City Manager

Date: 7/5/11

SCHEDULE "A"
SOURCES

LIST FUNDING SOURCES	AMOUNT	PERCENT OF PROJECT TOTAL
1.HOME Consortium	\$ 121,824.00	92%
2. City of Watertown	\$ 10,000.00	8%
3.	\$	
4.	\$	0%
5.	\$	0%
TOTAL	\$ 131,824.00	100%

SOURCES OF PROJECT FUNDING				
Sources of Funds	Amount	Type/Terms	Status	Annual Debt Service
Name:North Country Consortium (HOME) Address: Contact: Matthew A. Taylor Telephone: (315) 785-2593	\$ 121,824.00	Check Appropriate Item(s): Loan: <input type="checkbox"/> Grant: <input checked="" type="checkbox"/> Equity: <input type="checkbox"/> Construction: <input type="checkbox"/> Permanent: <input type="checkbox"/> "Mini-Perm": <input type="checkbox"/> Complete: Interest Rate: No. of Years: Amort. Period:	Check One: Firm Commitment: <input type="checkbox"/> Conditional Commitment: <input type="checkbox"/> Letter of Intent: <input type="checkbox"/> * (Attach documents as "SCHEDULE 4")	\$ Not applicable (P&I)

SOURCES OF PROJECT FUNDING					
Sources of Funds	Amount	Type/Terms	Status	Annual Debt Service	
Name: City of Watertown Address: City Hall 245 Washington St. Watertown, NY 13601 Contact: Ken Mix, Planning & Community Development Coordinator City of Watertown Telephone: (315) 785-7730	\$ 10,000.00	Check Appropriate Item(s): Loan: <input type="checkbox"/> Grant: <input checked="" type="checkbox"/> Equity: <input type="checkbox"/> Construction: <input type="checkbox"/> Permanent: <input type="checkbox"/> "Mini-Perm": <input type="checkbox"/> Complete: Interest Rate: No. of Years: Amort. Period:	Check One: Firm Commitment: <input checked="" type="checkbox"/> Conditional Commitment: <input type="checkbox"/> Letter of Intent: <input type="checkbox"/> * (Attach documents as "SCHEDULE 4")	\$	NA (P&I)

SOURCES OF PROJECT FUNDING					
Sources of Funds	Amount	Type/Terms	Status	Annual Debt Service	
Name: Address: Contact: Telephone:	\$	Check Appropriate Item(s): Loan: <input type="checkbox"/> Grant: <input type="checkbox"/> Equity: <input type="checkbox"/> Construction: <input type="checkbox"/> Permanent: <input type="checkbox"/> "Mini-Perm": <input type="checkbox"/> Complete: Interest Rate: No. of Years: Amort. Period:	Check One: Firm Commitment: <input type="checkbox"/> Conditional Commitment: <input type="checkbox"/> Letter of Intent: <input type="checkbox"/> * (Attach documents as "SCHEDULE 4")	\$	(P&I)

SCHEDULE "B"

USES

Please complete the following schedule of fund uses or you may attach your own detailed listing of project costs (label and attach your detailed listing as "TAB IV". Non-profit organizations may request up to 6% of the HOME project funding cost for administrative costs for the project. The following Uses Schedule must include the use of funds from all proposed funding sources in the project.

XI. PROJECT USES:

A.	Hard or Actual Construction Costs:	
	1. Site Development	\$ _____
	2. Direct Construction Cost:	
	New Construction	\$ _____
	Rehabilitation	\$ 101,928.00
	3. Surveys and Permits	\$ _____
	4. Utilities	\$ _____
	5. Displacement Costs	\$ _____
	6. Other <u>Lead based Paint Fee</u> (attach detailed description and cost justification)	\$ 1,750.00
	TOTAL ACTUAL CONSTRUCTION COST	\$ 103,678.00
B.	Financial Costs:	
	1. Direct Construction Loan Interest	
	_____ No. of Months _____ Rate	\$ _____
	2. Interest Reserve	\$ _____
	3. Other _____ (attach detailed description)	\$ _____
	TOTAL FINANCIAL COSTS	\$ _____
C.	Land Costs:	
	1. Land Acquisition	\$ _____
	2. Land Improvements	\$ _____
	3. Other _____ (attach detailed description)	\$ _____
	TOTAL LAND COSTS	\$ _____
D.	Soft or Project Specific Development Costs:	
	1. Appraisal	\$ _____
	2. Taxes	\$ _____
	3. Insurance	\$ _____
	4. Marketing	\$ _____
	5. Legal and Accounting	\$ _____
	6. Architectural	\$ _____
	7. Developers Fee	\$ _____
	8. Displacement Costs	\$ _____
	9. Other <u>Program Delivery</u> (attach detailed description and cost justification)	\$ 11,250.00
	TOTAL SOFT COSTS	\$ 11,250.00
E.	Total Project Costs:	
	1. Total (A + B + C + D)	\$ 114,928.00
	2. Non-Profit Administrative Fee:	
	Total Administrative Fee Not to Exceed 6 % of HOME Project Request	\$ 6,896.00
	TOTAL PROJECT COST (E.1 + E.2)	\$ 121,824.00

Schedule 11 - PROJECT SCHEDULE

5 MAT

All rehabilitation activities under the Local HOME Repair Program will be completed within two years of the contract approval. ~~10~~ 10 rehabilitation projects will be selected for the program. This represents a pace that can easily be achieved by the current Program Coordinator and existing staff. The following schedule shows that all HOME funds will be committed and expended within 24 months of the program start date assuming that contracts can be signed and funds released by Fall 2011.

Program Activity	2011-2012 Funding
Completion of Eligibility Determinations	December 2011
All Projects Selected	December 2012
Completion of Pre-bid Activities	February 2013
Date of Last Project Approval	April 2013
100% of HOME Funds Committed	April 2013
50% of HOME Funds Expended	June 2013
100% of HOME Funds Expended	September 2013
Completion of Program Close-out	September 2013

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Professional Services Agreement for Preliminary Design of the Factory Street Reconstruction Project, PIN 775315

In the spring of 2010, the City of Watertown received notification from the State of New York, Department of Transportation that the reconstruction of Factory Street had been added to the State's Capital Construction Program and Federal STP Small Urban funds to support the Preliminary Engineering and Right of Way Incidentals Phase of this project had been received. This project is similar in scope to that of State Street. The project limits are from the intersection of Factory and Mill Street to the intersection of Factory and High Street.

On April 19, 2010, the City Council approved the Federal Aid Highway and Marchiselli Aid Project Agreement, which included a \$940,000 project cost, and \$752,000 in Federal assistance for the Preliminary Engineering and Right of Way Incidentals Phase of this project. On October 18, 2010, the City Council approved the Marchiselli Aid Agreement which provides \$141,000 in State funding for this project, leaving the local match for these two Phases of the project at \$47,000.

Attached for City Council review and approval is a professional services agreement for the preliminary design of the Factory Street Reconstruction Project in the amount of \$500,000. As this project is a Federal pass through project, the selection of the engineering consultant for this project is a well defined process. City Engineer Kurt Hauk's report is attached and advises that the consultant selected for this project is AECOM. This firm has previously done federally funded design work for the City on the Bellew Avenue and Pearl Street Bridge projects under the name of Earth-Tech. Also available on the City's website is the entire AECOM Scope of Services/Proposal for Council's reference.

Staff is recommending that the City Council approve this Agreement for Professional Services in an amount of \$500,000. Included in the agenda package is a Bond Ordinance in the amount of \$530,000 to cover the initial preliminary design costs. While the City will not borrow against this Bond Ordinance until the time of actual street reconstruction, a Bond Ordinance needs to be in place prior to spending any money on this project. Therefore, approval of this resolution is subject to the City Council approval of the Bond Ordinance in the amount of \$530,000.

RESOLUTION

Page 1 of 1

Authorizing Professional Services Agreement for Preliminary Design of the Factory Street Reconstruction Project, PIN 775315, AECOM

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 a project for the reconstruction of Factory Street, PIN 775315, D032467 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the cost of such program to be borne at the ratio of 80% Federal and 20% non-federal funds, and

WHEREAS on April 19, 2010 and October 18, 2010, the City Council adopted resolutions authorizing the Master Federal Aid Local Agreement and the Marchiselli Agreement, respectively which provide \$752,000 and \$141,000 respectively for the costs of the Preliminary Engineering & Right-of-Way Incidentals, and

WHEREAS in support of this project, the City Engineering Department has negotiated a contract with AECOM for the preliminary design of the Factory Street Reconstruction project at a cost of \$500,000,

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

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

Seconded by

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of

August 24, 2011

by and between

City of Watertown (hereinafter referred to as "CLIENT" or "MUNICIPALITY"),

and

AECOM Technical Services Northeast, Inc. (AECOM), a corporation organized under the laws of the State of New York (hereinafter referred to as "CONSULTANT").

WHEREAS, CLIENT plans to undertake a project known as

PIN 7753.15 Factory Street: Mill Street to Huntington Street

(hereinafter referred to as the "Project") requiring professional services and desires CONSULTANT to perform such services associated therewith (hereinafter referred to as the "SERVICES"); and

WHEREAS, CONSULTANT is desirous of performing the SERVICES required; and

WHEREAS, CLIENT and CONSULTANT desire to enter into a basic Agreement to cover the Services required as more particularly described hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

ARTICLE 1 Scope of Services

- 1.1 The Professional Services Agreement shall include the Federal-Aid Requirements for Architectural/Engineering Consultant Supplement – incorporated herein and attached (as Supplement #1) to this Professional Services Agreement – as part of the Contract Documents. A written definition of the SERVICES to be performed by CONSULTANT is set forth in Appendix A, Scope of Services, attached hereto and made a part hereof.
- 1.2 CONSULTANT will perform or cause to be performed those SERVICES described in Appendix A in accordance with all laws, regulations, applicable codes and with the provisions of this Agreement. CONSULTANT shall endeavor to complete the SERVICES in an expeditious and timely manner.
- 1.3 CLIENT and CONSULTANT shall meet prior to the commencement of SERVICES, with a view to agreeing generally upon Project premises, schedules, number and kinds of employees to be used by CONSULTANT for the purpose of facilitating performance of the SERVICES, general agreement on accounting and other procedures, the time of acceptance by CLIENT of the completed Project and other related matters. It is understood that CONSULTANT will not proceed with SERVICES until receipt of authorization to do so from CLIENT.

ARTICLE 2
Client Responsibilities

Unless otherwise indicated in Appendix A, CLIENT shall do or provide the following in a timely manner so as not to delay the SERVICES:

- 2.1 Designate in writing a person to act as CLIENT's representative with respect to the SERVICES to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to CONSULTANT's SERVICES for the Project.
- 2.2 Provide all criteria and full instructions as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

- 2.3 Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to design or constructions of the Project such as the following:
- 2.3.1 data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - 2.3.2 appropriate professional interpretations of all of the foregoing;
 - 2.3.3 environmental assessment and impact statements;
 - 2.3.4 property, boundary, easement, right-of-way, topographic and utility surveys;
 - 2.3.5 property descriptions; and
 - 2.3.6 zoning, deed and other land use restrictions;

all of which CONSULTANT may use and fully rely upon in performing SERVICES under this Agreement.

- 2.4 Arrange for access and to make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform SERVICES under this Agreement.
- 2.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others and the CLIENT as may be necessary for completion of the Project.
- 2.6 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by CONSULTANT and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of CONSULTANT.
- 2.7 Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the project.

ARTICLE 3
Compensation and Terms of Payment

- 3.1 The CLIENT shall compensate CONSULTANT for the SERVICES performed under this Agreement in accordance with Appendix B, Compensation, attached hereto and made a part hereof. ~~CONSULTANT's charge for SERVICES performed shall be invoiced monthly by~~ CONSULTANT and shall be payable by the CLIENT within **thirty (30) days** after receipt of invoice.
- 3.2 In the event the CLIENT disputes any invoice item, the CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof.
- 3.3 If CLIENT fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of twelve percent (12%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item that is finally resolved in CLIENT's favor.
- 3.4 If any payment provided for hereunder is to be made on some basis other than a lump sum price, CONSULTANT shall not provide, nor be obligated to provide any services, the charges for which would exceed the amount of compensation authorized by CLIENT without the written authorization of the CLIENT.

ARTICLE 4
Termination

- 4.1 This Agreement may be terminated by either party for cause upon seven (7) days written notice. The Agreement may be terminated by the CLIENT for convenience upon thirty (30) days written notice by the terminating party to the other party in which event CONSULTANT shall be paid for (a) SERVICES rendered to the date of termination, (b) for all costs incurred by CONSULTANT in connection with the SERVICES to the date of termination, (c) for all costs necessary to terminate all commitments for the SERVICES made by CONSULTANT prior to the date of termination, and (d) for all costs and expenses of CONSULTANT's demobilization.

ARTICLE 5
Force Majeure

- 5.1 CONSULTANT, including CONSULTANT's subcontractors, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in either its sovereign or contractual capacity, labor, material, equipment or supply shortage, or any other cause beyond the reasonable control of such party.

ARTICLE 6
Ownership of Documents

- 6.1 CLIENT shall be considered to be the owner of all documents, drawings, plans, and specifications prepared by CONSULTANT pursuant hereto, except those documents comprising procedures and calculations proprietary to CONSULTANT. From time to time when no longer needed by CONSULTANT, and at the request of CLIENT, CONSULTANT shall turn over all files and records containing information not proprietary to CONSULTANT and accumulated by CONSULTANT in the performance of its duties hereunder, except that CONSULTANT may keep copies of all of same for its permanent files and records. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic know-how and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the SERVICES to be performed pursuant to this Agreement.
- 6.2 Any reuse of CONSULTANT prepared documents without the written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or its consultants. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

ARTICLE 7
Indemnity

- 7.1 CONSULTANT agrees to protect, indemnify and hold CLIENT free and harmless from and against claims, liabilities, demands and causes of action arising in favor of third parties, for personal injuries, death, or damages to property, if and to the extent that the same arise out of the negligence of CONSULTANT, its agents, servants and employees, while engaged in the performance of SERVICES hereunder.
- 7.2 CLIENT agrees to protect, indemnify and hold CONSULTANT free and harmless from and against claims, liabilities, demands and causes of action arising in favor of third parties, for personal injuries, death, or damages to property, if and to the extent that the same arise out of the negligence of CLIENT, its agents, servants and employees, while engaged in the performance of SERVICES hereunder.

ARTICLE 8
Responsibility

- 8.1 CONSULTANT shall perform its duties hereunder on a professional efforts basis, consistent with generally accepted industry standards. CONSULTANT shall correct any defects to the extent arising out of its negligence without additional cost to the CLIENT; provided, however, the CLIENT agrees CONSULTANT's total liability for corrective work shall not exceed the total compensation received by CONSULTANT under this Agreement. CONSULTANT's liability under this Article is conditioned upon receipt of written notice of any defect promptly upon discovery and an opportunity to inspect the defect to verify the cause thereto.
- 8.2 Notwithstanding anything contained in this Agreement and to the fullest extent permitted by law, it is agreed that neither party shall be liable to the other in any event for any special or consequential damages suffered by the other arising out of the SERVICES hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of profit, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.
- 8.3 Notwithstanding anything in this Agreement, Consultant shall not be responsible for, nor have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with this project, and shall not be responsible for any construction contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for, nor have control over, the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees or any other person performing any work related to this project.
- 8.4 Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over any contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinion of probable Project Cost and Construction Cost provided for herein are to be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinion of probable cost prepared by CONSULTANT.
- 8.5 Notwithstanding anything contained in this Agreement, CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project Site. To the fullest extent permitted by law, CLIENT agrees to defend, indemnify and hold harmless CONSULTANT from any cost, expense, claim or liability, including reasonable attorneys fees, arising out of CONSULTANT's performance of SERVICES and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent caused by CONSULTANT's gross negligence.
- 8.6 CONSULTANT's liabilities, obligations and responsibilities are exclusively those expressly set forth in this Agreement, and no other liabilities, obligations and responsibilities are either expressed or implied.

ARTICLE 9
Insurance

- 9.1 CONSULTANT shall provide, pay for, and maintain in force at all times during the SERVICES to be performed, the following insurance:
- 9.1.1 Workers' Compensation Insurance as may be required by all state and federal workers' compensation acts, the Federal Longshoremen's and Harbor Workers' Compensation Act, the Outer Continental Shelf Act and such other acts as may be applicable to the SERVICES performed hereunder.
- 9.1.2 General Public Liability insurance covering liabilities for death and personal injury and liabilities for loss of or damage to property with combined single limit of not less than One Million (\$1,000,000.00) Dollars per occurrence.
- 9.1.3 Automobile Public Liability Insurance with a minimum of One Million (\$1,000,000.00) Dollars per occurrence coverage for both bodily injury and property damage.
- 9.1.4 Professional Liability Insurance with limits of liability not less than One Million (\$1,000,000.00) Dollars per claim.
- 9.2 CONSULTANT shall provide to CLIENT within thirty (30) days of signing of this Agreement certificates evidencing such policies. The certificates provided to CLIENT shall state that CLIENT shall be given thirty (30) days notice prior to cancellation of the policy. CONSULTANT shall name CLIENT as an additional insured on the policies described in paragraphs 9.1.2 and 9.1.3.
- 9.3 The CLIENT shall require each contractor, subcontractor and other consultants contracted by the CLIENT to provide appropriate insurance and to name CONSULTANT as an additional insured as herein described and to include CONSULTANT as an indemnified party in its indemnification provision to the CLIENT.

ARTICLE 10
Miscellaneous

10.1 Record Keeping and Audit

If any payment provided for hereunder is to be made on some basis other than a lump sum price, CLIENT shall have the right to inspect and audit CONSULTANT's books, records and all associated documents relating to such costs (excluding, however, the basis for agreed upon fixed rates). CONSULTANT agrees to maintain records and associated documents for a period of two (2) years from the end of the calendar year in which such costs were incurred and to make such books and records available to CLIENT at all reasonable times within the two (2) year period and for so long thereafter as any dispute remains unresolved. CLIENT may photocopy or reproduce any such books and records at its own expense.

10.2 Changes

- a) CLIENT shall have the right to make changes, additions, and required substitution. However, any difference in cost to CONSULTANT resulting from these changes shall be added or deducted from the price. If these changes result in delays in design or construction, the time for performance will be extended a period equal to the delay.
- b) CLIENT shall furnish CONSULTANT with written instructions, signed by a duly authorized person, covering any deviations which CLIENT may require.

10.3 Assignment

This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party acquiring all or substantially all of the business and assets of such party.

10.4 Governing Law

The provisions of this Agreement shall be governed by the laws of the **State of New York**, unless stated otherwise.

10.5 Conflicts

In the event that any provision of the Professional Services Agreement conflicts with the provisions of the applicable Federal-Aid Requirements for Architectural/Engineering Consultant Supplement attached herein, the provisions of Federal-Aid Requirements for Architectural/Engineering Consultant Supplement, in all instances, shall control and prevail.

10.6 Approvals, Authorizations, Notices

All notices authorized or required between the parties, or required by any of the provisions herein shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the party intended to receive it. Notices may also be given by personal delivery or may be sent by telex to the party intended to receive it with the sending party confirming the message by certified mail in the same manner as provided above within ten (10) calendar days thereafter, but said notice shall be deemed given on the date the telex is sent. Notice shall be addressed, mailed and delivered or telexed to the party to whom the notice is given at the address shown herein, to wit:

CLIENT

City of Watertown Department of Engineering
Suite 305, City Hall
245 Washington Street
Watertown, NY 13601

CONSULTANT

AECOM
40 British American Blvd.
Latham, NY 12110

10.7 Entire Agreement

This agreement constitutes the entire Agreement between the parties hereto and supersedes any oral or written understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified or amended except in writing signed by the parties hereto.

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

CLIENT	AECOM
By:	By:
Name:	Name: Thomas J. Cascino, P.E.
Title:	Title Vice President
Date:	Date:

APPENDIX A
SCOPE OF SERVICES

See attached SCOPE OF SERVICES/PROPOSAL, dated July 2011, for PIN 7753.15 Factory Street:
~~Mill Street to Huntington Street, Design Phases I-IV.~~

APPENDIX B
COMPENSATION

CLIENT shall compensate CONSULTANT for SERVICES in accordance with Article 3, Compensation and Terms of Payment, and other terms and conditions of this Agreement, as follows:

CLIENT will pay compensation to the CONSULTANT in accordance with the **Cost Plus Fixed Fee Method**. CLIENT shall make payment to the CONSULTANT in **monthly** progress payments, based on the maximum salary rates and allowable costs incurred during the period. The maximum salary rates and allowable costs shall be as established in the document referenced at Appendix A and found at Exhibit A page 1 (Salary Schedule) and Exhibit C (Summary of Costs).

SUPPLEMENT #1

To Professional Services Agreement

Federal-Aid Requirements for Architectural/Engineering Consultant Supplement

ARTICLE A. DOCUMENTS FORMING THIS AGREEMENT

The agreement must include the documents forming the agreement between the Municipality and the Consultant. The following will be included in the agreement:

- Agreement Form - "Municipal Consultant Agreement"
 - See "Professional Services Agreement"
- Project Description and Funding;
 - See Attachment A
- Task List;
 - See Attachment B
- As applicable, Staffing Rates, Hours, Reimbursables and Fee;
 - See Attachment C
- Federal-Aid Requirements for Architectural/Engineering Consultant Supplement.
 - This document, inclusive of Articles A-N and Attachments A-C

ARTICLE B. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described in this agreement.

Compensation method is described at Professional Services Agreement Appendix B.

ARTICLE C. INSPECTION

The duly authorized representatives of the Municipality, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE D. EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality to the CONSULTANT for execution after approvals have been obtained from necessary Municipality officials, and, if required from the Federal Highway Administration.

SUPPLEMENT #1

To Professional Services Agreement

Federal-Aid Requirements for Architectural/Engineering Consultant Supplement

ARTICLE E. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This agreement shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this agreement, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish certificates of insurance evidencing the requirements herein to the Municipality at the time of execution of this agreement.

ARTICLE F. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Municipality, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE G. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE H. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Municipality a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

SUPPLEMENT #1

To Professional Services Agreement

Federal-Aid Requirements for Architectural/Engineering Consultant Supplement

ARTICLE I. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE J. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

SUPPLEMENT #1

To Professional Services Agreement

Federal-Aid Requirements for Architectural/Engineering Consultant Supplement

ARTICLE K. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE L. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE M. WAGE AND HOURS PROVISIONS

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

SUPPLEMENT #1

To Professional Services Agreement

Federal-Aid Requirements for Architectural/Engineering Consultant Supplement

ARTICLE N. INTERNATIONAL BOYCOTT PROHIBITION

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

SUPPLEMENT #1

To Professional Services Agreement

Federal-Aid Requirements for Architectural/Engineering Consultant Supplement

**Attachment A
Project Description and Funding**

PIN: 7753.15

BIN: N/A

- Main Agreement
- Amendment to Agreement; Amendment Number: _____
- Supplement to Agreement; Supplement Number: _____

Phase of Project Consultant to work on:

- P.E./Design
- ROW Incidentals
- ROW Acquisitions
- Construction, C/I, & C/S

Dates or term of Consultant Performance

Start Date: _____

Finish Date: _____

Project Description

The proposed project is the reconstruction of Factory Street between Mill Street on the west and Huntington Street on the east.

Project Location

City of Watertown, Jefferson County

Consultant Work Type(s)

See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B, FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$ 500,000.⁰⁰

SUPPLEMENT #1
To Professional Services Agreement

Federal-Aid Requirements for Architectural/Engineering Consultant Supplement

Attachment B
Task List

See Professional Services Agreement, Appendix A.

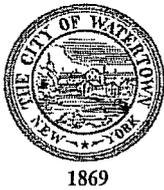
SUPPLEMENT #1

To Professional Services Agreement

Federal-Aid Requirements for Architectural/Engineering Consultant Supplement

**Attachment C
Pricing Information**

See Professional Services Agreement, Appendix A at Exhibits A-C.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 29 August 2011

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Professional Services Agreement for Preliminary Design of the Factory
Street Reconstruction Project, PIN 775315

Enclosed is a copy of the professional services agreement and backup documents for the preliminary design of the Factory Street Reconstruction Project in the amount of \$500,000. The consultant selected, AECOM, has done previous federally funded design work for the City on the Bellew Ave and the Pearl Street Bridge projects under the name of Earth-Tech.

This project is a "Pass Through" project and is being progressed under the Procedures for Locally Administered Federal Aid Projects. The consultant was selected from the City of Watertown Locally Driven Selection Arrangement (LDSA) shortlist. This shortlist of five firms was developed from the NYSDOT Regional List of pass through consultants.

This agreement covers preliminary design (Phases I-IV). A supplemental agreement will need to be approved for final design, (Phases V-VI) during fiscal year 2012.

Our pass through agreement with the NYSDOT allows \$940,000 for Design Phases I-VI and ROW.

Please prepare a resolution for Council consideration. Three originals are on file and will be forwarded for signature upon approval.



CITY OF WATERTOWN

**SCOPE OF SERVICES/PROPOSAL
HIGHWAY RECONSTRUCTION PROJECT**

**FACTORY STREET:
MILL STREET TO HUNTINGTON STREET**

DESIGN PHASES I-IV

PIN 7753.15

JEFFERSON COUNTY, NEW YORK

JULY 2011

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

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Scope of Services/Proposal

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

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PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

SECTION 1 - GENERAL

1.01 Project Description and Location

Name and Title

PIN: 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street

Location

City of Watertown, Jefferson County

Description

The proposed project is the reconstruction of Factory Street between Mill Street on the west and Huntington Street on the east. The project length is approximately 2,600 linear feet. This scope assumes the limits of work are inclusive of the intersections (and their traffic signals) at each end of the project.

Note

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits and study limits specified in the current Scope of Services.

1.02 Contract Administrator

The **Municipality's** Contract Administrator for this project is Mr. Kurt W. Hauk, P.E., who can be reached at (315) 785-7740.

All correspondence to the **Municipality** should be addressed to:

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

The Contract Administrator should receive copies of all project correspondence directed other than to the **Municipality**.

1.03 Project Classification

This project is assumed to be a Class II Action (Categorical Exclusion with Documentation) under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Non-Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Municipality** with reports, plans, estimates, and other data specifically described in Sections 1-8 and 10.

1.05 Project Familiarization

The **Municipality** will provide the **Consultant** with the following information:

- approved Initial Project Proposal (IPP) – [received]
- transportation needs
- plans for future related transportation improvements or development in the project area
- traffic data
- accident records and history
- record as-built plans of all municipal utilities
 - water, combined sewer, sanitary sewers, storm drainage
 - and any supplemental notes, records, or recollections of recent repairs or known problem areas if not indicated on the record plans
- pavement history
- anticipated permits and approvals (initial determination)
- terrain data requirements for design
- copies of available studies and reports related to the project, including but not limited to:
 - documents related to the *Local Waterfront Revitalization Program for the Black River*
 - most current master plan for the City of Watertown
 - any traffic studies conducted in the area
- other relevant documents pertaining to the project
 - record as-built plans of Public Square Streetscape Project

PIN 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street

Design Phases I-IV

City of Watertown, Jefferson County

- record as-built plans of other transportation projects that abut the project
- digital (if available) or paper copies of city tax maps for the entire project area
- information on historic properties in the project area
- indication of any locally-funded (betterment) work to be added to the project
- additional items described by Municipality at Task List Meeting as being available:
 - water usage records for various accounts
 - topographic information in Factory Street watershed
 - Sanborn Maps (to be treated as confidential information)
 - List of known building vaults
 - List of known contaminated areas
 - Hydra CSO basin modeling files
 - J: Drive access for information review

As a general rule, it will be acceptable for the **Municipality** to send the above items in digital format, either PDF for general documents or in native file formats for any CADD files or modeling files. However, hardcopy paper copies are requested for any items that have unique content (such as oversized pages and color figures) that would be difficult to replicate from PDF printing.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Municipality's** Contract Administrator. Meetings may be held to:

- present, discuss, and receive direction on the progress and scheduling of work in this agreement
- present, discuss, and receive direction on project specifics
- discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies
- preview visual aids for public meetings
- manage sub-consultants and subcontractors

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Municipality** on a monthly basis a Progress Report in a format approved by the **Municipality**. The Progress Report must contain the "Progress Report Summary Sheet" (found in the "Locally Administered Federal Aid Procedures Manual"). The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Municipality**, this task will not be performed during the suspension period.)

The **Consultant** will prepare and submit to the **Municipality** an updated project schedule with each monthly progress report.

1.08 Policy and Procedures

The design of this project will be progressed in accordance with the current version of the "Locally Administered Federal Aid Procedures Manual," including the latest updates.

1.09 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

The **Consultant** will also incorporate the **Municipality's** water, sewer, and concrete specifications, along with special specifications for streetscape items used on recent adjacent projects.

1.10 Sub-consultants

The **Consultant** will be responsible for:

- coordinating and scheduling work, including work to be performed by sub-consultants
- technical compatibility of a sub-consultant's work with the prime consultant's and other sub-consultant's work

The **Consultant** anticipates use of sub-consultants for the following work:

- Surveying
- Right-of-Way Acquisition (if not done by NYSDOT, will be added by supplemental agreement)

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the “Locally Administered Federal Aid Procedures Manual.”

The **Consultant** anticipates use of subcontractors for the following work:

- Subsurface Utility Engineering (exploratory utility locating), if not provided by NYSDOT term consultant
- Phase IA/IB Archeological Study
- Hazardous or Asbestos-containing materials testing, if necessary
- Geotechnical exploration
- Wastewater sampling
- Video inspection of sewers
- Traffic counts

SECTION 2 - DATA COLLECTION & ANALYSIS

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey. The **Consultant** will:

- survey between face of building and face of building, plus additional distances along sides of buildings, into parking areas and open lots, and along intersecting streets as required to fully show all conditions relevant to design
- survey locations that may be needed for providing a new storm drainage outfall
- survey invert elevations of existing combined, sanitary, and storm sewers
- locate and establish elevations from within building interiors of service connections for water, sewer, and gas to each structure along the project

See also Popli Design Group information at Exhibit B.

B. Photogrammetric Survey

INTENTIONALLY LEFT BLANK, ASSUME ALL SURVEY WILL BE GROUND SURVEY

C. Stream Survey

INTENTIONALLY LEFT BLANK, ASSUME EXISTING MAPPING WILL DEMONSTRATE BLACK RIVER FLOOD PLAIN DOES NOT AFFECT PROJECT

D. Survey of Wetland Boundaries

The **Consultant** will perform field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

E. Supplemental Survey

INTENTIONALLY LEFT BLANK, SUPPLEMENTAL SURVEY RESERVED FOR SUBSEQUENT PHASE

F. Standards

Survey will be done in accordance with the standards set forth in the "Locally Administered Federal Aid Procedures Manual" and in accordance with local standards (described in Section 10 of this Task List, if applicable).

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 20 scale mapping with 1-foot contour intervals

The **Consultant** will provide supplemental mapping when needed for design purposes and to keep the mapping current.

See also Popli Design Group information at Exhibit B.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain, or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

The **Municipality** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

2.05 Traffic Counts

The **Municipality** will obtain current traffic count and turning movement data and provide to **Consultant**.

The **Consultant** will determine growth factors for forecasting, and forecast data, in accordance with the requirements noted in the “Locally Administered Federal Aid Procedures Manual.”

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, noon, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's "Highway Capacity Manual" at mainline and intersection locations within the project limits to determine:

- existing level of service
- design year level of service
- estimates of the duration of the poor level of service where it occurs during commuter travel periods

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- existing traffic conditions
- design year traffic for the null alternative

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Municipality** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Municipality** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes). The **Municipality** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

The **Consultant** will determine the boring locations, diameters, and sampling intervals; and designate soil boring numbers.

The **Municipality** will provide traffic control; take the soil borings; document the resulting subsurface information; survey the actual boring locations; and provide all data to the **Consultant**.

2.09 Hydraulic Analysis

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2.10 Bridges to be Rehabilitated

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PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

2.11 Pavement Evaluation

The **Consultant** will perform a pavement evaluation in accordance with the “Locally Administered Federal Aid Procedures Manual.” Analyses will consider thickness design.

The **Consultant** will develop and transmit two (2) copies of a draft report along with the cores to the **Municipality** for review.

The **Municipality** will determine recommended pavement treatments as part of this review, and will provide the **Consultant** with all comments including the recommended treatments.

The **Consultant** will revise the report to incorporate review comments (assumed minor) and to add the recommended treatment(s) to the "Recommendations" section. The **Consultant** will include a summary in the DAD and retain the report in the project files.

SECTION 3 - PRELIMINARY DESIGN

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the “Locally Administered Federal Aid Procedures Manual.”

The **Municipality** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Municipality’s** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- on plan: proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits
- on profile: theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points
- on typical section: lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes
- where necessary: important existing features.
- where pertaining to feasibility: significant environmental and geometric design constraints, labeled as such

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Municipality** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Municipality** will select one, or in some cases more, design alternative(s) for

further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the “Locally Administered Federal Aid Procedures Manual.”
- environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks)
- traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections
- pavement
- structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2
- drainage
- maintenance responsibility
- maintenance and protection of traffic during construction
- soil and foundation considerations
- utilities
- railroads
- right-of-way acquisition requirements
- conceptual landscaping (performed by a Registered Landscape Architect)
- accessibility for pedestrians, bicyclists and the disabled
- lighting
- construction cost factors

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 20 scale plans showing (as a minimum) stationing centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines
- profiles, at a scale of 1"=20' horizontal and 1"=4' (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures;

- centerline stations and equalities; construction limits; and superelevation data
typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes

3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be a Design Report.

The **Municipality** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the “Locally Administered Federal Aid Procedures Manual.”

The **Consultant** will submit a PDF (no hardcopies) of the Draft DAD to the **Municipality** for review. The **Municipality** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Municipality** with ten (10) (unless lesser amount directed by Municipality) copies of the signed Draft DAD for distribution to advisory agencies.

The **Municipality** will distribute the Draft DAD to the advisory agencies.

The **Consultant** will assist the **Municipality** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A Public Information Meeting(s)

The **Consultant** will assist the **Municipality** at two (2) public information meeting(s) with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Municipality** will arrange for the location of public information meeting(s). The **Consultant** will assist the **Municipality** with appropriate notification.

B. Public Hearing(s)

INTENTIONALLY LEFT BLANK, ASSUMED NOT APPLICABLE

3.07 Preparation of Final Design Approval Document

The **Municipality** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the “Locally Administered Federal Aid Procedures Manual,” and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit a PDF (no hardcopies) of the Final DAD to the **Municipality** for review. The **Municipality** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Municipality** will submit five (5) copies of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA’s determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Municipality** will grant or obtain, from or through the NYSDOT, Design Approval.

SECTION 4 - ENVIRONMENTAL

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Municipality** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination. The NEPA Checklist need not be completed for projects assumed to be Class I or III actions.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Municipality** in complying with SEQRA (6 NYCRR Part 617). The **Municipality** is the Lead Agency. Consultant tasks include, but are not limited to:

- drafting letters to involved agencies to determine the lead agency
- drafting Environmental Assessment Form(s)
- drafting a negative declaration
- drafting a positive declaration
- drafting notices

The **Consultant** will document the results of the SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Screenings and Preliminary Investigations

The **Consultant** will screen and perform supplemental preliminary investigations to determine potential impacts resulting from the design alternative for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Visual Impacts
- Critical Environmental Areas

Work will be performed, as detailed in the NYSDOT “Locally Administered Federal Aid Procedures Manual,” to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.04 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Municipality** must concur with the **Consultant’s** determination and a supplemental agreement executed prior to any work being initiated under this task.

Detailed study or analysis work will be performed and documented as detailed in the NYSDOT “Locally Administered Federal Aid Procedures Manual.” Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- Historic Resources

4.05 Permits and Approvals

The **Consultant** will identify the permit requirements in the DAD. No permits will be applied for nor approvals sought during Phases I-IV.

4.06 Environmental Hearing

INTENTIONALLY LEFT BLANK, ASSUMED NOT APPLICABLE

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

SECTION 5 - RIGHT-OF-WAY

5.01 Abstract Request Map and/or Title Search

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5.02 Right-of-Way Survey

See Popli Design Group information at Exhibit B.

5.03 Right-of-Way Mapping

See Popli Design Group information at Exhibit B

5.04 Right-of-Way Plan

5.05 Right-of-Way Cost Estimates

5.06 Public Hearings/Meetings

5.07 Property Appraisals

5.08 Appraisal Review

5.09 Negotiations and Acquisition of Property

5.10 Relocation Assistance

5.11 Property Management

INTENTIONALLY LEFT BLANK; NOT PART OF THIS PHASE I-IV AGREEMENT

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

SECTION 6 - DETAILED DESIGN

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- 6.01 Preliminary Bridge Plans**
- 6.02 Advance Detail Plans (ADPs)**
- 6.03 Contract Documents**
- 6.04 Cost Estimate**
- 6.05 Utilities**
- 6.06 Railroads**
- 6.07 Bridge Inventory and Load Rating Forms**
- 6.08 Information Transmittal**

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
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SECTION 7 - ADVERTISEMENT, BID OPENING AND AWARD

INTENTIONALLY LEFT BLANK; NOT PART OF THIS PHASE I-IV AGREEMENT.

- 7.01 Advertisement**
- 7.02 Bid Opening (Letting)**
- 7.03 Award**

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

SECTION 8 - CONSTRUCTION SUPPORT

INTENTIONALLY LEFT BLANK; NOT PART OF THIS PHASE I-IV AGREEMENT.

8.01 Construction Support

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

SECTION 9 - CONSTRUCTION INSPECTION

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- 9.01 Equipment**
- 9.02 Inspection**
- 9.03 Municipal Project Engineer**
- 9.04 Ethics**
- 9.05 Health and Safety Requirements**
- 9.06 Staff Qualifications and Training**
- 9.07 Scope of Services / Performance Requirements**

SECTION 10 - ESTIMATING & TECHNICAL ASSUMPTIONS

10.01 Estimating Assumptions

The **Consultant's** estimating assumptions are presented in detail at Exhibit A.

10.02 Technical Assumptions

- In addition to **Municipality**-provided accident data, the **Consultant** will obtain accident records from or through NYSDOT. It is assumed the combined data will be suitable for required evaluations.
- Ornamental street lighting is preferred. If not feasible due to cost or space limitations, "cobra" fixtures will be used.
- A detailed capacity analysis is required.
- Three design alternatives including the null alternative are assumed.
- Only those Detailed Studies and Analyses specifically listed at Section 4.04 are included. If further detailed analyses are deemed necessary, the **Consultant** proposes to add these via supplemental agreement.

Exhibit A

AECOM Staffing Estimate							ODC's Table				Subcontractor Table		
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]													
01.01													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.01 Project Description and Location	Office										
			AECOM Project Delivery System (PDS) - "Planning" components	1	66	\$3,764.08	\$0.00				\$0.00		
			AECOM Project Delivery System (PDS) - "Execution" components	2	38	\$2,319.40	\$0.00				\$0.00		
			AECOM Project Delivery System (PDS) - "Closure" components	3	0	\$0.00	\$0.00				\$0.00		
			AECOM Recurring PQR oversight (1.0 hours/week)	4	39	\$2,971.41	\$0.00		\$75.00	\$15.00	\$90.00		
			Task 01 general recordkeeping	5	40	\$822.80	\$0.00		\$75.00	\$15.00	\$90.00		
			Filing and organization of start up documents	6	64	\$1,925.12	\$0.00				\$0.00		
			General project management not included in other line items	7	253.5	\$11,643.26	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.01	500.5	\$23,446.07	\$0.00	\$0.00	\$150.00	\$30.00	\$180.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$67,487.15							
			Assume 2.5 hours/week for PM, 4 hours/week for DPM	7									
01.05													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.05 Project Familiarization	Office										
			Receive, organize, and file record documents from City	1	40	\$1,455.60	\$0.00				\$0.00		
			Initial technical/familiarity review of documents	2	60	\$3,051.90	\$0.00				\$0.00		
			Site Walk for Latham-based staff	3	24	\$1,126.48	\$316.00				\$316.00		
				4	0	\$0.00	\$0.00				\$0.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.05	124	\$5,633.98	\$316.00	\$0.00	\$0.00	\$0.00	\$316.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$16,216.85							
01.06													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.06 Meetings	Office										
			To finalize details and deliverables with subconsultant	1	16	\$734.88	\$316.00				\$316.00		
			To discuss design alternatives and project specifics	2	40	\$2,082.12	\$1,241.00				\$1,241.00		
			To discuss chosen design alternative and finalize project specifics	3	16	\$734.88	\$316.00				\$316.00		
			Miscellaneous	4	16	\$734.88	\$316.00				\$316.00		
			Subtotal Hours (identify task from pulldown)	01.06	88	\$4,286.76	\$2,189.00	\$0.00	\$0.00	\$0.00	\$2,189.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$12,339.01							
			AECOM PM and one additional AECOM attendee at each meeting	all									
			Assume 1 miscellaneous meetings	4									
01.07													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.07 Cost and Progress Reporting	Office										
			Regular monthly progress report/invoice	1	54	\$2,175.30	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
				4	0	\$0.00	\$0.00				\$0.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.07	54	\$2,175.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$6,261.38							
			Assume 1 hour each for PM; 3 hours each for DPM; 2 hours each for project controls	1									

AECOM Staffing Estimate													
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]													
										ODC's Table		Subcontractor Table	
01.08													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.08 Policy and Procedures	Office										
			Review LAFA Procedures Manual in context of this specific project	1	8	\$436.96	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
				4	0	\$0.00	\$0.00				\$0.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.08	8	\$436.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$1,257.75							
01.09													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.09 Specifications	Office										
			Review City of Watertown's typical and special specifications	1	9	\$448.71	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
				4	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.09	9	\$448.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$1,291.57							
01.10													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.10 Subconsultants	Office										
			Coordinate and schedule subconsultant work	1	16	\$800.20	\$0.00				\$0.00		
			Coordinate supplemental (in scope) survey	2	6	\$287.66	\$0.00				\$0.00		
			General coordination and subconsultant management	3	8	\$367.44	\$0.00				\$0.00		
				4	0	\$0.00	\$0.00				\$0.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.10	30	\$1,455.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$4,188.94							
			Limited to Popli Design Group	1-3									
01.11													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.11 Subcontractors	Office										
			Procure subcontractor for TV sewer inspection	1	6	\$275.58	\$0.00				\$0.00		
			Procure subcontractor for subsurface utility engineer (SUE)	2	6	\$275.58	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.11	12	\$551.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$1,586.46							
			Will subcontract for TV sewer inspection	1									
			Will subcontract for subsurface utility engineering unless NYSDOT can provide	2									

AECOM Staffing Estimate														
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]														
											ODC's Table		Subcontractor Table	
02.01														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	02 Data Collection	02.01 Design Survey	Office											
			Receive and process survey deliverables	1	20	\$920.60	\$0.00				\$0.00			
			Participate in surveyor's building interior evaluations	2	16	\$499.04	\$632.00				\$632.00			
			Vault Evaluations	3	16	\$685.84	\$316.00				\$316.00			
			Task 02 general recordkeeping	4	80	\$1,645.60	\$0.00		\$100.00	\$25.00	\$125.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	02.01	132	\$3,751.08	\$948.00	\$0.00	\$100.00	\$25.00	\$1,073.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$10,797.11								
			City to provide press release, notification letter, & presence at building visits	2										
			Assume no AECOM GPS survey of wetlands is required											
02.02														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	02 Data Collection	02.02 Design Mapping	Office											
			Make basemap edits to incorporate field work elements	1	20	\$920.40	\$0.00				\$0.00			
			Make basemap edits in preparation for plan sheet borders	2	24	\$1,104.32	\$0.00				\$0.00			
				3	0	\$0.00	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	02.02	44	\$2,024.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$5,827.95								
02.03														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	02 Data Collection	02.03 Determination of Existing Conditions	Office											
			Research existing conditions by discipline	1	92	\$4,863.12	\$0.00				\$0.00			
			Ground survey field validation	2	24	\$751.68	\$316.00				\$316.00			
				3	0	\$0.00	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	02.03	116	\$5,614.80	\$316.00	\$0.00	\$0.00	\$0.00	\$316.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$16,161.64								
02.04														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	02 Data Collection	02.04 Accident Data and Analysis	Office											
			Accumulate and analyze accident data	1	6	\$315.74	\$0.00				\$0.00			
			Prepare diagrams	2	20	\$962.80	\$0.00				\$0.00			
				3	0	\$0.00	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	02.04	26	\$1,278.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$3,680.15								
			City to provide police accident history											

AECOM Staffing Estimate														
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]														
											ODC's Table		Subcontractor Table	
02.05														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	02 Data Collection	02.05 Traffic Counts	Office											
			Coordinate with City as to locations/information required	1	0	\$0.00	\$0.00				\$0.00			
			Review City-provided data and create turning movement diagrams	2	32	\$1,705.16	\$0.00				\$0.00			
				3	0	\$0.00	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	02.05	32	\$1,705.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$4,908.13								
			City to collect traffic count data and turning movement info using City-owned counters, and provide output using Traxpro software.	1										
02.06														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	02 Data Collection	02.06 Capacity Analysis	Office											
			LOS Analysis per Highway Capacity Manual	1	116	\$6,065.72	\$0.00				\$0.00			
				2	0	\$0.00	\$0.00				\$0.00			
				3	0	\$0.00	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	02.06	116	\$6,065.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$17,459.57								
02.07														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	02 Data Collection	02.07 Future Plans for Roadway and Coordination with Other Projects	Office											
			Incorporate future plans data/info from Municipality	1	8	\$427.96	\$0.00				\$0.00			
			Incorporate building occupancy info into sanitary sewer modeling	2	8	\$535.68	\$0.00				\$0.00			
				3	0	\$0.00	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	02.07	16	\$963.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$2,773.74								
02.08														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	02 Data Collection	02.08 Soil Investigations	Office											
			Map appropriate locations for borings	1	10	\$376.02	\$0.00				\$0.00			
				2	0	\$0.00	\$0.00				\$0.00			
				3	0	\$0.00	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	02.08	10	\$376.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$1,082.34								
			City to conduct borings, provide field oversight, and record locations via GPS.	1										

AECOM Staffing Estimate														
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]														
											ODC's Table		Subcontractor Table	
02.11														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	02 Data Collection	02.11 Pavement Evaluation	Office											
			Prepare pavement evaluation report	1	54	\$2,758.90	\$0.00				\$0.00			
			Receive treatment recommendations from Municipality and review	2	6	\$396.62	\$0.00				\$0.00			
				3	0	\$0.00	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	02.11	60	\$3,155.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item		Labor Total:								
			Cores recovered under 2.08	1										
03.01														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	03 Preliminary Design	03.01 Design Criteria	Office											
			Identify applicable design standards and establish design criteria	1	16	\$894.44	\$0.00				\$0.00			
			Provide criteria for Municipality to obtain NYSDOT concurrence	2	2	\$91.86	\$0.00				\$0.00			
			Identify non-standard features	3	24	\$1,273.96	\$0.00				\$0.00			
			Task 03 general recordkeeping	4	40	\$822.80	\$0.00		\$200.00	\$50.00	\$250.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	03.01	82	\$3,083.06	\$0.00	\$0.00	\$200.00	\$50.00	\$250.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item		Labor Total:								
03.02														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	03 Preliminary Design	03.02 Development of Alternatives (03.02A, 03.02B)	Office											
			Prepare conceptual sewer separation plan and narrative	1	68	\$3,799.40	\$0.00				\$0.00			
			3.02A Prepare rudimentary plan, profile, section, etc. for alternatives	2	110	\$6,554.70	\$0.00				\$0.00			
			3.02A Estimate order-of-magnitude costs	3	20	\$682.76	\$0.00				\$0.00			
			3.02B Detailed evaluation of alternatives	4	68	\$3,879.68	\$0.00				\$0.00			
			3.02B Drawings for alternatives	5	242	\$12,392.26	\$0.00				\$0.00			
			3.02B Solicit Municipality feedback on drawings; revise as needed	6	26	\$1,213.90	\$0.00				\$0.00			
				7	0	\$0.00	\$0.00				\$0.00			
				8	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	03.02	534	\$28,522.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item		Labor Total:								
			Meeting included at 1.06	2										
			Assume approx 4 hours analysis for each of 16 parameters in scope of services at 3.02B	4										
03.03														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	03 Preliminary Design	03.03 Cost Estimates	Office											
			Prepare initial cost estimates for each alternative	1	40	\$1,589.20	\$0.00				\$0.00			
			Maintain cost estimates as designs evolve	2	44	\$1,431.32	\$0.00				\$0.00			
			Make periodic updates to estimates as required	3	20	\$682.76	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	03.03	104	\$3,703.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item		Labor Total:								

AECOM Staffing Estimate													ODC's Table		Subcontractor Table	
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]																
03.04																
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description			
	03 Preliminary Design	03.04 Preparation of Draft Design Approval Document	Office													
			Pull together all analyses and compose draft Design Approval Document	1	164	\$8,573.96	\$0.00				\$0.00					
			Revise draft DAD to incorporate Municipality comments	2	18	\$889.42	\$0.00				\$0.00					
				3	0	\$0.00	\$0.00				\$0.00					
				4	0	\$0.00	\$0.00				\$0.00					
				5	0	\$0.00	\$0.00				\$0.00					
			Subtotal Hours (identify task from pulldown)	03.04	182	\$9,463.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$27,239.39										
			Provide DAD as PDF only; City to produce any hardcopies	2												
03.05																
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description			
	03 Preliminary Design	03.05 Advisory Agency Review	Office													
			Prepare DAD copies for Advisory Agency review	1	16	\$600.84	\$0.00	\$150.00	\$40.00		\$190.00					
			Prepare responses to review comments received	2	48	\$2,620.24	\$0.00				\$0.00					
				3	0	\$0.00	\$0.00				\$0.00					
				4	0	\$0.00	\$0.00				\$0.00					
				5	0	\$0.00	\$0.00				\$0.00					
			Subtotal Hours (identify task from pulldown)	03.05	64	\$3,221.08	\$0.00	\$150.00	\$40.00	\$0.00	\$190.00	\$0.00				
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$9,271.56										
			Provide up to 10 copies of final Draft DAD	1												
03.06																
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description			
	03 Preliminary Design	03.06 Public Information Meeting(s) and/or Public Hearing(s)	Office													
			Prepare displays, handouts, etc. for Public Information Meeting #1	1	32	\$1,542.24	\$0.00	\$75.00		\$300.00	\$375.00					
			Attend Public Information Meeting #1	2	32	\$1,921.36	\$1,118.00				\$1,118.00					
			Prepare displays, handouts, etc. for Public Information Meeting #2	3	32	\$1,542.24	\$0.00	\$75.00		\$300.00	\$375.00					
			Attend Public Information Meeting #2	4	24	\$1,380.40	\$316.00				\$316.00					
				5	0	\$0.00	\$0.00				\$0.00					
			Subtotal Hours (identify task from pulldown)	03.06	120	\$6,386.24	\$1,434.00	\$150.00	\$0.00	\$600.00	\$2,184.00	\$0.00				
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$18,382.15										
			Display board mounting costs included under Misc.	1 & 3												
03.07																
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description			
	03 Preliminary Design	03.07 Preparation of Final Design Approval Document	Office													
			Prepare design recommendation	1	12	\$577.60	\$0.00				\$0.00					
			Update Draft DAD as needed and produce Final DAD	2	22	\$944.94	\$0.00	\$150.00	\$40.00		\$190.00					
				3	0	\$0.00	\$0.00				\$0.00					
				4	0	\$0.00	\$0.00				\$0.00					
				5	0	\$0.00	\$0.00				\$0.00					
			Subtotal Hours (identify task from pulldown)	03.07	34	\$1,522.54	\$0.00	\$150.00	\$40.00	\$0.00	\$190.00	\$0.00				
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$4,382.48										
			Provide 10 copies of Final DAD	2												

AECOM Staffing Estimate														
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]														
											ODC's Table		Subcontractor Table	
04.01														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	04 Environmental	04.01 NEPA Classification	Office											
			Verify initial NEPA determination and complete checklist	1	26	\$1,564.82	\$0.00				\$0.00			
			Task 04 general recordkeeping	2	60	\$1,234.20	\$0.00				\$0.00			
				3	0	\$0.00	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	04.01	86	\$2,799.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$8,056.70								
04.02														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	04 Environmental	04.02 SEQRA Classification	Office											
			Draft letters, declarations, and notices for SEQRA compliance	1	38	\$1,954.54	\$0.00				\$0.00			
				2	0	\$0.00	\$0.00				\$0.00			
				3	0	\$0.00	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	04.02	38	\$1,954.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$5,625.95								
			City Council will make SEQRA determination	1										
04.03														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	04 Environmental	04.03 Screenings and Preliminary Investigations	Office											
			State and Federal wetland screenings (on site)	1	20	\$780.50	\$316.00			\$25.00	\$341.00			
			State and Federal wetland screenings (office support/research)	2	4	\$161.40	\$0.00				\$0.00			
			Ground Water screening	3	4	\$201.84	\$0.00				\$0.00			
			Ecology/Endangered, Floodplains, Coastal Zone, Navigable Water, Parks, Farmlands, Visual Impacts, and Critical Environmental screenings	4	0	\$0.00	\$0.00				\$0.00			
			Historic resources screening (OPRHP website search, etc.)	5	3	\$137.79	\$0.00				\$0.00			
			Hazardous Waste and Asbestos screenings (office evaluation)	6	2	\$63.60	\$0.00				\$0.00			
			Energy screening	7	2	\$152.38	\$0.00				\$0.00			
			Noise and Air Quality screenings	8	2	\$91.86	\$0.00				\$0.00			
			General coordination of all screenings	9	12	\$724.68	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	04.03	49	\$2,314.05	\$316.00	\$0.00	\$0.00	\$25.00	\$341.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$6,660.76								
			NYS DOT will interface with SHPO	5										
			Municipality to check whether NYS DOT will submit screening letters	all										

AECOM Staffing Estimate														
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]											ODC's Table		Subcontractor Table	
04.04														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	04 Environmental	04.04 Detailed Studies and Analyses	Office											
			Procure subcontractor for Phase 1A/1B services	1	6	\$275.58	\$0.00				\$0.00	\$6,000.00	Phase 1A/1B archeology sub	
				2	0	\$0.00	\$0.00				\$0.00			
				3	0	\$0.00	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	04.04	6	\$275.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$793.23								
			Other than Historic Resources, any necessary studies by Supplemental Agreement											
05.02														
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description	
	05 Right-of-Way	05.02 Right-of-Way Survey	Office											
			Review subconsultant's ROW survey relative to design constraints	1	22	\$1,048.98	\$0.00				\$0.00			
			Task 05 general recordkeeping	2	16	\$329.12	\$0.00				\$0.00			
				3	0	\$0.00	\$0.00				\$0.00			
				4	0	\$0.00	\$0.00				\$0.00			
				5	0	\$0.00	\$0.00				\$0.00			
			Subtotal Hours (identify task from pulldown)	05.02	38	\$1,378.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$3,966.72								

Exhibit A
Page 1
Salary Schedule

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]
PIN 7753.15

JOB TITLE	AVERAGE HOURLY RATES				OVERTIME CATEGORY
	Present 2011	Projected 2012	Max 2011	Max 2012	
ASCE VIII - Officer-In-Charge	\$ 80.69	\$ 80.69	\$ 80.69	\$ 80.69	A
ASCE VIII - Senior Manager	\$ 82.99	\$ 82.99	\$ 87.66	\$ 87.66	A
ASCE VII - Principal Engineer	\$ 76.19	\$ 76.19	\$ 83.93	\$ 83.93	A
ASCE VII - Project Manager	\$ 76.64	\$ 76.64	\$ 84.76	\$ 84.76	A
ASCE VI - Engineer	\$ 54.54	\$ 54.54	\$ 56.60	\$ 56.60	B
ASCE V - Engineer	\$ 45.93	\$ 45.93	\$ 54.16	\$ 54.16	B
ASCE V - Senior Engineer	\$ 57.73	\$ 57.73	\$ 62.93	\$ 62.93	B
ASCE IV - Engineer	\$ 48.95	\$ 48.95	\$ 53.95	\$ 53.95	B
ASCE III - Associate Engineer	\$ 40.84	\$ 40.84	\$ 43.94	\$ 43.94	B
ASCE III - Engineer	\$ 31.19	\$ 31.19	\$ 31.19	\$ 31.19	B
ASCE II/I - Engineer	\$ 26.31	\$ 26.31	\$ 26.31	\$ 26.31	B
ASCE II/I - Junior Engineer	\$ 31.45	\$ 31.45	\$ 36.99	\$ 36.99	B
NICET IV - Chief Cadd Operator	\$ 46.03	\$ 46.03	\$ 53.98	\$ 53.98	C
NICET III - Technician	\$ 33.24	\$ 33.24	\$ 34.48	\$ 34.48	C
Other N/A - Administrator Support	\$ 20.57	\$ 20.57	\$ 33.30	\$ 33.30	C
Other N/A - Architect II	\$ 51.55	\$ 51.55	\$ 63.54	\$ 63.54	C
Other N/A - Environmental Analyst	\$ 50.46	\$ 50.46	\$ 54.71	\$ 54.71	C
Other N/A - Environmental Scientist	\$ 30.59	\$ 30.59	\$ 40.27	\$ 40.27	C
Other N/A - Intern	\$ 15.44	\$ 15.44	\$ 19.49	\$ 19.49	C
Other N/A - Principal Environmental Planner	\$ 67.62	\$ 67.62	\$ 73.95	\$ 73.95	C
Other N/A - Project Control Engineer	\$ 52.03	\$ 52.03	\$ 70.68	\$ 70.68	C
Other N/A - Sr Environmental Planner	\$ 59.15	\$ 59.15	\$ 62.72	\$ 62.72	C
Other N/A - Sr Environmental Scientist	\$ 47.46	\$ 47.46	\$ 53.85	\$ 53.85	C
Other N/A - Technical Assistant	\$ 28.99	\$ 28.99	\$ 43.02	\$ 43.02	C
Other N/A - Technician	\$ 31.80	\$ 31.80	\$ 37.46	\$ 37.46	C

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY:

- Category A - No overtime compensation.
- Category B - Overtime compensated at straight time rate.
- Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]
PIN 7753.15

JOB TITLE	01.01	01.02	01.03	01.04	01.05	01.06	01.07	01.08	01.09	01.10	01.11	02.01	02.02	02.03	02.04	02.05	02.06
ASCE VIII - Officer-In-Charge	0	XX	XX	XX	0	0	0	2	0	0	0	0	0	0	0	0	0
ASCE VIII - Senior Manager	16	XX	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
ASCE VII - Principal Engineer	39	XX	XX	XX	2	0	0	0	0	0	0	0	0	8	4	8	24
ASCE VII - Project Manager	4	XX	XX	XX	0	0	0	0	0	0	0	0	0	8	0	0	0
ASCE VI - Engineer	16	XX	XX	XX	2	12	0	0	2	0	0	8	0	4	0	0	0
ASCE V - Engineer	309.5	XX	XX	XX	50	64	36	6	1	16	12	0	6	12	0	0	4
ASCE V - Senior Engineer	16	XX	XX	XX	8	12	0	0	0	4	0	0	0	16	2	0	8
ASCE IV - Engineer	0	XX	XX	XX	32	0	0	0	6	10	0	0	0	8	0	4	40
ASCE III - Associate Engineer	0	XX	XX	XX	2	0	0	0	0	0	0	0	0	8	12	4	40
ASCE III - Engineer	0	XX	XX	XX	0	0	0	0	0	0	0	24	0	12	0	0	0
ASCE III - Engineer	0	XX	XX	XX	0	0	0	0	0	0	0	0	0	4	0	0	0
ASCE III - Junior Engineer	0	XX	XX	XX	0	0	0	0	0	0	0	0	0	12	0	0	0
NICET IV - Chief Cadd Operator	0	XX	XX	XX	0	0	0	0	0	0	0	20	38	0	8	16	0
NICET III - Technician	0	XX	XX	XX	0	0	0	0	0	0	0	0	0	8	0	0	0
Other N/A - Administrator Support	80	XX	XX	XX	16	0	0	0	0	0	0	80	0	0	0	0	0
Other N/A - Architect II	0	XX	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
Other N/A - Environmental Analyst	0	XX	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
Other N/A - Environmental Scientist	0	XX	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
Other N/A - Intern	0	XX	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
Other N/A - Principal Environmental Planner	0	XX	XX	XX	6	0	0	0	0	0	0	0	0	8	0	0	0
Other N/A - Project Control Engineer	0	XX	XX	XX	2	0	0	0	0	0	0	0	0	0	0	0	0
Other N/A - Sr Environmental Planner	20	XX	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
Other N/A - Sr Environmental Scientist	0	XX	XX	XX	0	0	0	0	0	0	0	0	0	4	0	0	0
Other N/A - Technical Assistant	0	XX	XX	XX	0	0	18	0	0	0	0	0	0	4	0	0	0
Other N/A - Technician	0	XX	XX	XX	4	0	0	0	0	0	0	0	0	4	0	0	0
Total Hours by Task	500.5	0	0	0	124	88	54	8	9	30	12	132	44	116	26	32	116
Direct Technical Labor by Task	\$ 23,446.07	XX	XX	XX	\$ 5,633.98	\$ 4,286.76	\$ 2,175.30	\$ 436.96	\$ 448.71	\$ 1,455.30	\$ 551.16	\$ 3,751.08	\$ 2,024.72	\$ 5,614.80	\$ 1,278.54	\$ 1,705.16	\$ 6,065.72
Overhead (including fringe) by Task	\$ 36,810.32	XX	XX	XX	\$ 8,845.35	\$ 6,730.21	\$ 3,415.22	\$ 686.03	\$ 704.47	\$ 2,284.82	\$ 865.32	\$ 5,889.20	\$ 3,178.81	\$ 8,815.24	\$ 2,007.31	\$ 2,677.10	\$ 9,523.18
Fixed Fee by Task	\$ 7,230.77	XX	XX	XX	\$ 1,737.52	\$ 1,322.04	\$ 670.86	\$ 134.76	\$ 138.38	\$ 448.81	\$ 169.98	\$ 1,156.83	\$ 624.42	\$ 1,731.60	\$ 394.30	\$ 525.87	\$ 1,870.67
Total Labor Fee by Task	\$ 67,487.15	XX	XX	XX	\$ 16,216.85	\$ 12,339.01	\$ 6,261.38	\$ 1,257.75	\$ 1,291.57	\$ 4,188.94	\$ 1,586.46	\$ 10,797.11	\$ 5,827.95	\$ 16,161.64	\$ 3,680.15	\$ 4,908.13	\$ 17,459.57
ODC's by Task	\$ 180.00	XX	XX	XX	\$ 316.00	\$ 2,189.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,073.00	\$ -	\$ 316.00	\$ -	\$ -	\$ -
Subs by Task	\$ -	XX	XX	XX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

- 01.01 Project Description and Location
- 01.02 Contract Administrator
- 01.03 Project Classification
- 01.04 Categorization of Work
- 01.05 Project Familiarization
- 01.06 Meetings
- 01.07 Cost and Progress Reporting
- 01.08 Policy and Procedures
- 01.09 Specifications
- 01.10 Subconsultants
- 01.11 Subcontractors
- 02.01 Design Survey
- 02.02 Design Mapping
- 02.03 Determination of Existing Conditions
- 02.04 Accident Data and Analysis
- 02.05 Traffic Counts
- 02.06 Capacity Analysis

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]
PIN 7753.15

JOB TITLE	02.07	02.08	02.09	02.10	02.11	03.01	03.02	03.03	03.04	03.05	03.06	03.07	04.01	04.02	04.03	04.04	04.05
ASCE VIII - Officer-in-Charge	0	0	XX	XX	0	0	6	0	0	0	16	0	0	0	0	0	XX
ASCE VIII - Senior Manager	0	0	XX	XX	0	0	8	0	0	0	0	0	0	0	0	0	XX
ASCE VII - Principal Engineer	6	0	XX	XX	12	8	72	0	0	8	0	0	0	0	2	0	XX
ASCE VII - Project Manager	0	0	XX	XX	0	0	12	0	0	0	0	0	0	0	0	0	XX
ASCE VI - Engineer	0	4	XX	XX	4	0	0	0	0	0	0	0	0	0	0	0	XX
ASCE V - Engineer	6	0	XX	XX	38	18	120	16	48	36	48	10	8	24	9	6	XX
ASCE V - Senior Engineer	4	0	XX	XX	0	0	34	0	0	0	0	0	2	2	0	0	XX
ASCE IV - Engineer	0	0	XX	XX	0	12	86	0	92	6	48	8	0	4	0	0	XX
ASCE III - Associate Engineer	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	XX
ASCE III - Engineer	0	0	XX	XX	0	0	16	80	0	0	0	0	0	0	0	0	XX
ASCE III - Engineer	0	6	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	XX
ASCE III - Junior Engineer	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	XX
NICET IV - Chief Cadd Operator	0	0	XX	XX	0	0	136	0	0	0	0	0	0	0	0	0	XX
NICET III - Technician	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	2	0	XX
Other N/A - Administrator Support	0	0	XX	XX	2	40	0	0	0	6	0	8	60	0	0	0	XX
Other N/A - Architect II	0	0	XX	XX	0	0	4	0	0	0	0	0	0	0	0	0	XX
Other N/A - Environmental Analyst	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	4	0	XX
Other N/A - Environmental Scientist	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	10	0	XX
Other N/A - Intern	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	XX
Other N/A - Principal Environmental Planner	0	0	XX	XX	0	0	8	0	32	8	8	4	16	8	8	0	XX
Other N/A - Project Control Engineer	0	0	XX	XX	0	0	16	0	0	0	0	0	0	0	0	0	XX
Other N/A - Sr Environmental Planner	0	0	XX	XX	4	4	16	8	10	0	0	4	0	0	0	0	XX
Other N/A - Sr Environmental Scientist	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	12	0	XX
Other N/A - Technical Assistant	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	XX
Other N/A - Technician	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	2	0	XX
Total Hours by Task	16	10	0	0	60	82	534	104	182	64	120	34	86	38	49	6	0
Direct Technical Labor by Task	\$ 963.64	\$ 376.02	XX	XX	\$ 3,155.52	\$ 3,083.06	\$ 28,522.70	\$ 3,703.28	\$ 9,463.38	\$ 3,221.08	\$ 6,386.24	\$ 1,522.54	\$ 2,799.02	\$ 1,954.54	\$ 2,314.05	\$ 275.58	XX
Overhead (including fringe) by Task	\$ 1,512.91	\$ 590.35	XX	XX	\$ 4,954.17	\$ 4,840.40	\$ 44,780.64	\$ 5,814.15	\$ 14,857.51	\$ 5,057.10	\$ 10,026.40	\$ 2,390.39	\$ 4,394.46	\$ 3,068.63	\$ 3,633.06	\$ 432.66	XX
Fixed Fee by Task	\$ 297.19	\$ 115.96	XX	XX	\$ 973.16	\$ 950.82	\$ 8,796.40	\$ 1,142.09	\$ 2,918.51	\$ 993.38	\$ 1,969.52	\$ 469.55	\$ 863.22	\$ 602.78	\$ 713.65	\$ 84.99	XX
Total Labor Fee by Task	\$ 2,773.74	\$ 1,082.34	XX	XX	\$ 9,082.85	\$ 8,874.28	\$ 82,099.74	\$ 10,659.52	\$ 27,239.39	\$ 9,271.56	\$ 18,382.15	\$ 4,382.48	\$ 8,056.70	\$ 5,625.95	\$ 6,660.76	\$ 793.23	XX
ODC's by Task	\$ -	\$ -	XX	XX	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 190.00	\$ 2,184.00	\$ 190.00	\$ -	\$ -	\$ 341.00	\$ -	XX
Subs by Task	\$ -	\$ -	XX	XX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	XX

- 02.07 Future Plans for Roadway and Coordination with Other Projects
- 02.08 Soil Investigations
- 02.09 Hydraulic Analysis
- 02.10 Bridges to be Rehabilitated
- 02.11 Pavement Evaluation
- 03.01 Design Criteria
- 03.02 Development of Alternatives (03.02A, 03.02B)
- 03.03 Cost Estimates
- 03.04 Preparation of Draft Design Approval Document
- 03.05 Advisory Agency Review
- 03.06 Public Information Meeting(s) and/or Public Hearing(s)
- 03.07 Preparation of Final Design Approval Document
- 04.01 NEPA Classification
- 04.02 SEQRA Classification
- 04.03 Screenings and Preliminary Investigations
- 04.04 Detailed Studies and Analyses
- 04.05 Permits and Approvals

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]
PIN 7753.15

JOB TITLE	06.06	06.07	06.08	07.01	07.02	07.03	08.01	09.01	09.02	09.03	09.04	09.05	09.06	09.07	Total Hours	Direct Technical	
															by Title	Labor by Title	
ASCE VIII - Officer-In-Charge	XX	24	\$ 1,936.56														
ASCE VIII - Senior Manager	XX	24	\$ 1,991.76														
ASCE VII - Principal Engineer	XX	193	\$ 14,704.67														
ASCE VII - Project Manager	XX	24	\$ 1,839.36														
ASCE VI - Engineer	XX	52	\$ 2,836.08														
ASCE V - Engineer	XX	919.5	\$ 42,232.64														
ASCE V - Senior Engineer	XX	108	\$ 6,234.84														
ASCE IV - Engineer	XX	360	\$ 17,622.00														
ASCE III - Associate Engineer	XX	66	\$ 2,695.44														
ASCE III - Engineer	XX	132	\$ 4,117.08														
ASCE III - Engineer	XX	10	\$ 263.10														
ASCE III - Junior Engineer	XX	12	\$ 377.40														
NICET IV - Chief Cadd Operator	XX	218	\$ 10,034.54														
NICET III - Technician	XX	10	\$ 332.40														
Other N/A - Administrator Support	XX	308	\$ 6,335.56														
Other N/A - Architect II	XX	4	\$ 206.20														
Other N/A - Environmental Analyst	XX	4	\$ 201.84														
Other N/A - Environmental Scientist	XX	10	\$ 305.90														
Other N/A - Intern	XX	0	\$ -														
Other N/A - Principal Environmental Planner	XX	106	\$ 7,167.72														
Other N/A - Project Control Engineer	XX	18	\$ 936.54														
Other N/A - Sr Environmental Planner	XX	68	\$ 4,022.20														
Other N/A - Sr Environmental Scientist	XX	16	\$ 759.36														
Other N/A - Technical Assistant	XX	18	\$ 521.82														
Other N/A - Technician	XX	10	\$ 318.00														
Total Hours by Task	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2714.5	\$ 127,993.01	
Direct Technical Labor by Task	XX	\$ -	\$ 127,993.01														
Overhead (including fringe) by Task	XX	\$ -	\$ 200,949.02														
Fixed Fee by Task	XX	\$ -	\$ 39,473.04														
Total Labor Fee by Task	XX	\$ -	\$ 368,415.07														
ODC's by Task	XX	\$ -	\$ 7,229.00														
Subs by Task	XX	\$ -	\$ 6,000.00														
																	\$ 381,644.07

- 06.06 Railroads
- 06.07 Bridge Inventory and Load Rating Forms
- 06.08 Information Transmittal
- 07.01 Advertisement
- 07.02 Bid Opening (Letting)
- 07.03 Award
- 08.01 Construction Support
- 09.01 Equipment
- 09.02 Inspection
- 09.03 Municipal Project Engineer
- 09.04 Ethics
- 09.05 Health and Safety Requirements
- 09.06 Staff Qualifications and Training
- 09.07 Scope of Services/Performance Requirements (9.07A, 9.07B, 9.07C, 9.07D)

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]
PIN 7753.15

Other Direct Costs (ODC's)

1. Travel, Lodging and Subsistence	
	\$5,519.00 Total Travel including mileage and lodging
2. Reproduction, Drawings & Reports	\$450.00
3. Shipping	\$530.00
4. Miscellaneous Expenses	\$730.00
	<hr/>
	\$7,229.00 Total ODC's

Subcontract Costs

traffic counts by subcontractor including rentals [by City]	\$0.00
Soil borings and pavement cores (including M&PT) [by City]	\$0.00
Phase 1A/1B archeology sub	\$6,000.00
Wastewater sampling subcontractor	\$6,000.00
Video Inspection	\$6,000.00
	<hr/>
	\$6,000.00 Total Subcontractor

TOTAL DIRECT NON-SALARY COST **\$13,229.00**

Exhibit B

DETAILED SCOPE OF SURVEY & MAPPING SERVICES

PROJECT: Factory Street Reconstruction
City of Watertown, Jefferson Co. New York

PIN: 7753.15

2.01 Design Survey – *The Consultant shall comply with the New York State Department of Transportation Land Surveying Standards and Procedures Manual when completing the following tasks*

- Establish a coordinate geometry system of control for the project, tied to the New York State Plane Coordinate System referenced to the North American Datum of 1983/96 (NAD83/96), for future use during construction. The project limits are shown on Figure 1 attached and can be stated as extending along Factory St. from Mill to Huntington Streets, and also including portions of **Waterman, Newell, Mill, Rte. 3, Polk, Mechanic, High, Factory Sq., Fairbanks & Lee Streets** and latterly to the rear of buildings and extending to the banks of the Black River on the northwest.
- Complete a topographic Digital-Terrain-Model (DTM) survey which will include all features, natural or manmade with respective sizes and types within the project limits (see Figure 1), including (but not limited to) first floor elevation of all buildings, above and below ground utilities and or evidence wherever accessible and any and all mark outs of the same.
- Customary ‘English’ units of measurement are required; all deliverables will be provided in these units. Establish survey baseline, tied to physical features and provide a Microstation (.DGN) file.
- Establish five (5) benchmarks at roughly equal intervals along the project length and on objects likely to remain unchanged during construction. Provide ties to physical features, a written description of each and a tabulated reference to the survey baseline by station and offset or coordinates. Elevations for the project will be based on the North American Vertical Datum of 1988 (NAVD88).
- Establish rim and invert elevations, basin / pipe sizes, types & directions of ±Seventy Five (75) drainage and ±fifty (50) combined-sanitary sewer structures within survey limits. Show facilities and elevations in DGN files using NYSDOT format.
- Enter ±10 residential & ±33 commercial buildings, with the assistance of City personnel, believed to have utilities connected to Factory Street lines; locate and map all obtaining the size & type of each to the fullest extent possible.
- Conduct a field-edit of preliminary mapping produced.

DETAILED SCOPE OF SURVEY & MAPPING SERVICES

PROJECT: Factory Street Reconstruction
City of Watertown, Jefferson Co. New York

PIN: 7753.15

2.02 Design Mapping –

- Map the location of all existing topography and topographic features (by DTM survey), including but not limited to all planimetric features, their type and representative sizes (if known): building numbers, first floor elevation, roads, and all other physical features.
- Produce the following files:
 - 1) ASCII file of survey points (comma delineated) of all data points collected, including northing, easting, elevation and description
 - 2) 3DH.dgn; the 3d graphic file of the base mapping
 - 4) BLT.dgn the Survey Baseline & BM ties file
 - 5) BSL.dgn the Survey Baseline graphic file
 - 6) ROW.dgn the existing right-of-way and property line file
 - 8) o.dtm the original ground surface file.

5.02 Right of Way Survey – *The Consultant shall comply with the New York State Department of Transportation Right of Way Mapping Procedures Manual when completing the following tasks*

- Physical search and survey of all property and right-of-way markers necessary to accurately determine the existing rights-of-way and other boundaries within the project limits. Efforts will be made to recover all property line markers and any permanent survey markers set by governmental agencies within the project limits. .

5.03 Right of Way Mapping –

- Research and obtain deeds and other record information to establish reputed owners of approximately sixty (60) properties in and adjacent to the project limits. Provide owner names, tax account numbers and book/page of deed and list within each property on the ROW. DGN file deliverable.
- Determine the location of all property and right-of-way lines of roads, streets, lanes, drives within the project limits.

Summary Of Deliverables

- ASCII coordinate file
- Microstation V8 files of base mapping (see Scope Item 2.02 above) where text and feature symbols will be suitable for 1"= 20' scale plans.
- Microstation V8 file of existing highway boundary, property lines and owner information
- A .DTM file for use with InRoads software
- A Microstation V8 file-containing baseline ties sketches and table of benchmark table.

DETAILED SCOPE OF SURVEY & MAPPING SERVICES

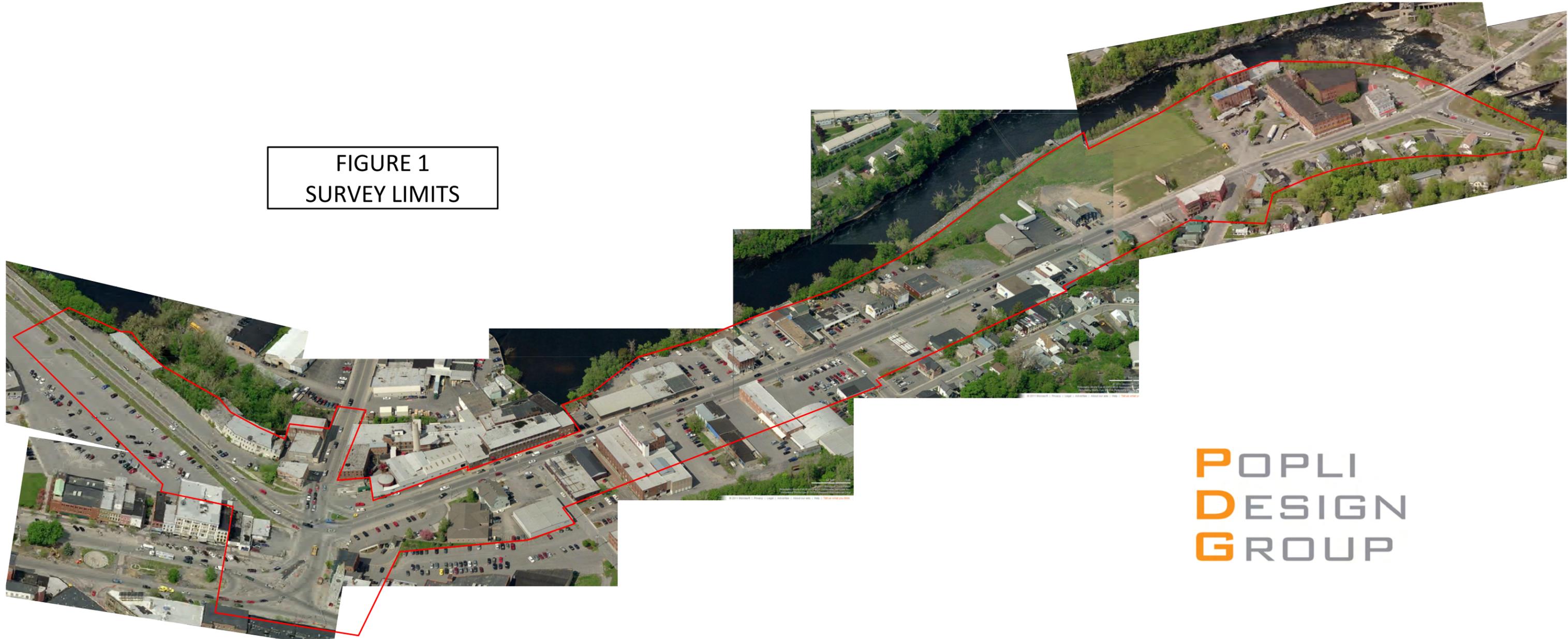
PROJECT: Factory Street Reconstruction
City of Watertown, Jefferson Co. New York

PIN: 7753.15

Technical Assumptions

- 1) Access to the site will not be impeded.
- 2) Horizontal Control (Baseline) will be based on an NAD 83 using GPS methods. No control report will be completed.
- 3) Vertical Control will be based on NAVD 88 datum.
- 4) ±5 Bench Marks will be established on the site, in positions useable during construction.
- 5) The limits of the ground survey shown on attached Figure 1.
- 6) Building locations within the project limits will consist of major corners – that is, no eaves, awnings and other intricate detail not affecting the DTM will not be located. However, all first floor elevations, steps / ramps, window wells and other features affecting the DTM will be obtained.
- 7) No off street pavement markings (parking spaces etc...) will be located.
- 8) Areas currently under construction will be outlined and noted as such on the mapping files.
- 9) The mapping will be produced in Microstation v8
- 10) Record plans will be provided.
- 11) The location of any soil borings will be completed and marked prior to or during the time of the field survey.
- 12) Locations of subsurface utilities will be inferred from record plan information, visible surface evidence or – where possible- mark outs. Portions of utilities found exposed by excavation will be located during the field survey whenever possible. Regardless, all final locations of utilities will be considered approximate and graded using the Utility Location Labeling Convention of the current *NYS*DOT Highway Design Manual.
- 13) The City of Watertown will assist with traffic control for access to sewer manholes. It is anticipated that PDG will be able to work around the City's schedule – and every effort will be made to complete this task, but it is possible that some data will come from record plans only.
- 14) The City of Watertown will assist PDG in gaining entry into adjoining buildings for the purpose of measuring any utility connections found. Every effort will be made to complete this task, however it is anticipated that some structures will be inaccessible or that their utility connection will be indeterminate in which case the data will be added to the plans from record information and noted as such.
- 15) The majority of the work will be completed in 2011.

FIGURE 1
SURVEY LIMITS



POPLI
DESIGN
GROUP

POPLI DESIGN GROUP
STAFFING ASSUMPTION FOR SURVEY & MAPPING WORK
Factory Street, City of Watertown
PIN 7753.15 May 2011

Task	Description	OFFICE						FIELD SURVEY		TOTAL MANHOURS	
		Principal Manager	Project Manager	Chief of Survey	Senior Surveyor	Survey Tech	Sr CAD Drafter	CAD Drafter	Party Chief		Instrument Person
1.06	Attend one take-line meeting with county				4						4
1.07	Cost & Progress Reporting: Progress Report				10						10
2.01	Design Survey										
	Recover existing/establish survey horizontal and vertical control										0
	assume 6 GPS Baseline points & ±30 spurs for topo				2			24	24		50
	Set Benchmarks & Run Levels - total (5) BMs							8	8		16
	Tie sketches for each main baseline point							4	4		8
	Project familiarization - site visit				10						10
	Conduct DTM survey within limits approved by the city				8			80	80		168
	Survey Utility - invert - size - type & direction ±50 MHs and ±75 CBs				4			32	32		68
	Survey building interior utility connection locations				4			40	40		84
	Field edit of prelim mapping to include							16	16		32
	wire connection sketch, types of structures etc..										
	survey computations					14		14			28
	2.01 subtotal				42	14	0	14	204	204	
2.02	Design Mapping										
	Down load and analyze control and other field data				4	8		12			24
											0
	Read in and prepare base mapping files per										0
	NYS DOT guidelines and per Scope				16	60		32			108
	place utility connections from field and record data				16			22			38
											0
	Supplemental Mapping (update)										0
	2.02 subtotal				36	68	0	66	0	0	
2.08	Hydraulic Analysis										0
	2.08 subtotal										
5.01	Abstract Request Map / Title Search										
	'Abstracts of Title' will be obtained and provided by others/ No ARM anticipated										
5.02	Right of Way Survey										
	Location of ROW and property monumentation within the project area (±60 parcels)							20	20		40
					4						4
											0
	5.02 subtotal				0	4	0	0	20	20	
5.03	Right of Way Mapping										
	Lump sum production cost per map - assume six maps See DNSC										
	Right-of-way and property research				32	16					48
	Right-of-Way and Property Line Determination				32	40					72
											0
	5.03 subtotal				64	56	0	0	0	0	
5.04	Right of Way Plan										0
	5.04 subtotal						0	0	0	0	
	Travel										0
											0
TOTAL MAN-HOURS		0	0		146	138	0	80	224	224	812

Exhibit B, Page 2
 Staffing Table
Factory Street Reconstruction
PIN 7753.15

Name of Consultant: POPLI, ARCHITECTURE + ENGINEERING & L.S., P.C.

JOB TITLE	ASCE (A) OR NICET (N)	Tasks				TOTAL	2010 AVG.HOURLY	DIRECT TECHNICAL
		Design Survey 2.01	Design Mapping 2.02	ROW Survey 5.02	ROW Mapping 5.03	HOURS	RATE	LABOR
GRADE						HOURS	RATE	LABOR
Sr. Surveyor	III (A)	42	36	4	64	146	\$34.30	\$5,007.80
CADD Drafter	I (N)	14	66	0	0	80	\$21.00	\$1,680.00
Surv. Tech./ Instrument Person (Office)	II (N)	14	68	0	56	138	\$24.00	\$3,312.00
Party Chief (Field)	III (N)	204	0	20	0	224	\$32.62	\$7,306.88
Instrument Person (Field)	II (N)	204	0	20	0	224	\$29.85	\$6,686.40
Total		478	170	44	120	812		\$23,993.08

Exhibit B, Page 3
 Direct Non-Salary Costs
Factory Street Reconstruction
PIN 7753.15

Name of Consultant: POPLI, ARCHITECTURE + ENGINEERING & L.S., P.C.

1. Travel & Lodging

Per Diem and Lodging -				
<input type="text" value="33"/> nights @ <input type="text" value="\$123"/> per night				\$4,059.00
Survey Van				
<input type="text" value="4"/> trips @ <input type="text" value="250mi"/> per trip = 1000mi @ \$0.75				\$750.00
car				
<input type="text" value="1"/> trips @ <input type="text" value="250mi"/> per trip = 250mi @ \$0.50				\$125.00

2. Supplemental Benefits

	Hours	Rate	Total
Party Chief	224	\$19.17	\$4,294.77
Instrument Person	224	\$19.17	\$4,294.77

* Total Supplemental Wages \$8,589.55

3. Survey Map and deed copies \$300.00

TOTAL DIRECT NON-SALARY COST \$13,823.55

*Current field rates equal Prevailing Wage Rates, therefore no Differential Wages shown.

Exhibit B Page 4

Summary

Factory Street Reconstruction

PIN 7753.15

Name of Consultant: POPLI, ARCHITECTURE + ENGINEERING & L.S., P.C.

Item IA, Direct Technical Salaries (estimated) subject to audit	\$23,993
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II Direct Non-Salary Cost (estimated) subject to audit	\$13,824
Item III, Overhead (estimated) subject to audit	\$31,671
Item IV, Fixed Fee (negotiated)	\$8,350
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	<u>\$77,837</u>

Exhibit C

Exhibit C

Summary of Costs

AECOM

Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]

PIN 7753.15

Item 1A, Direct Technical Salaries (estimated) subject to audit	\$127,993
Item 1B, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit (AECOM only)	\$13,229
Item II, Direct Non-Salary Cost (estimated) subject to audit (Popli Design Group, subconsultant, from Exhibit B)	\$77,837
Item III, Overhead (estimated) subject to audit	\$200,949
Item IV, Fixed Fee (negotiated)	\$39,473
Total Estimated Cost	\$459,481

Res No. 8

August 30, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Change Order No. 1 to Agreement, CCI Companies, Inc.,
Greensview-Massey Street South Sewer Reconstruction

On June 7, 2010, the City Council accepted a bid submitted by CCI Companies, Inc. of Canastota, New York, for the Greensview-Massey Street South Sewer Reconstruction per City specifications in the amount of \$281,093.75. Work on the project has now been completed.

City Engineer Kurt W. Hauk has submitted Change Order No. 1 to this contract in the amount of \$37,795.03. The attached report from Mr. Hauk provides a detailed breakdown of the additional work performed associated with this Change Order, including the project over-runs and under-runs for each item. If approved, this will bring the final contract amount to \$318,888.78.

The City Council has approved a Bond Ordinance in the amount of \$315,000 on January 22, 2008 and amended the ordinance on July 7, 2008 to \$665,000 to support this project. Included in the agenda package is a resolution to readopt the FY 2011-12 Sewer Fund Budget to cover this change order.

A resolution approving Change Order No. 1 to the contract with CCI Companies, Inc. for the reconstruction of Greensview-Massey Street South Sewer Reconstruction has been prepared for City Council consideration. This approval is subject to the City Council approval the FY 2011-12-Sewer Fund Budget readoption resolution.

RESOLUTION

Page 1 of 1

Approving Change Order No. 1 to Agreement,
CCI Companies, Inc., Greensview-Massey Street
South Sewer Reconstruction

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 of the City of Watertown approved a bid submitted by CCI Companies, Inc. of Canastota, New York, in the amount of \$281,093.75 for the Greensview-Massey Street South Sewer Reconstruction, and

WHEREAS City Engineer Kurt W. Hauk has submitted the Change Order No. 1 to that contract for consideration by the City Council, and

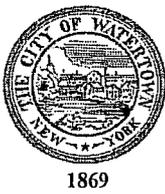
WHEREAS Change Order No. 1 results in an additional charge of \$37,795.03, bringing the contract amount to \$318,888.78,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 1 to the contract with CCI Companies for the Greensview-Massey Street South Sewer Reconstruction, in the amount of \$37,795.03, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the approval of this Change Order is subject to the City Council's approval of the FY 2011-12 Sewer Fund budget readoption to fund this project, and

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

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 30 August 2011

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Change Order #1 to the Greensview-Massey Street Sewer Reconstruction Project

Enclosed is a copy of Change Order #1 for the Greensview-Massey Street Sewer Reconstruction Project in the amount of \$37,795.03 and represents a 13.4% increase from the base contract value. This change order adds four items not originally in the contract, balances the over-runs and under-runs for each item, and sets the final contract value for the project at \$318,888.78.

The largest items impacting the contract that are added in this change order are; the outside drop manhole alteration, and the additional rock excavation items.

The outside drop manhole was required to facilitate the installation of private services and the drop was greater than the allowable 24".

The additional rock excavation was required to remove the sidewall rock of the existing pipe trench in order to perform the upgrade. The narrowness of the existing pipe trench was a differing site condition that required the contractor to bring in a blaster to perform the removal. The actual configuration of the rock was not shown, nor anticipated in the project plans.

A summary of these items plus the remaining item balancing is included in the backup documentation of the change order.

Please prepare a resolution for Council consideration. Three originals are on file and will be forwarded for signature upon approval.

Change Order

No. 1

Date of Issuance: August 23, 2011 Effective Date: _____

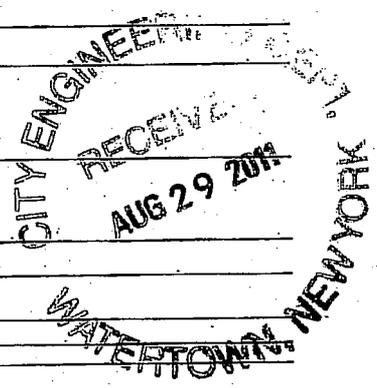
Project: Greensview-Massey St. Sewer Reconstruction	Owner: City of Watertown	Owner's Contract No.: N/A
Contract: Between City of Watertown and CCI Companies Inc.		Date of Contract: _____
Contractor: CCI Companies Inc.		Engineer's Project No.: _____

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

Description: Increase of quantities for Items 1.06.06, 1.12.00, 2.02.00, 5.08.00, 5.09.04, 5.09.05. Decrease of quantities for Items 1.06.05, 2.03.00, 2.10.1006, 2.20.06, 2.21.04, 2.80.00, 3.12.12.

Additions of Work for ADA Detectable Tiles, and Outside Drop Manhole work, and Installation of Concrete Block Bulkhead and Alteration of Concrete Manhole NO 2, Additional Costs of Rock Excavation and Blasting.

Attachments: (List documents supporting change): C.O. No1 Breakdown and Justification.



CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$ 281,093.75

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____
\$ _____

Contract Price prior to this Change Order:
\$ 281,093.75

[Increase] [Decrease] of this Change Order:
\$ 37,795.03

Contract Price incorporating this Change Order:
\$ 318,888.78

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:
By: Richard Cohen
Engineer (Authorized Signature)
Date: 8/29/11

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 8/24/11

Approved by Funding Agency (if applicable): _____

Extra Work Items Breakdown

Change Order No. 1

Project: Greensview-Massey St. Sewer Reconstruction

ITEM	DESCRIPTION	BID Quantity	FINAL Quantity	ADDITION	DEDUCTION
1.06.05	5" Reinforced Concrete Sidewalk	1850 SF	1246 SF	---	\$4,983.00
1.06.06	6" Reinforced Concrete Sidewalk	215 SF	356 SF	\$1,692.00	---
1.06.07	ADA Textured Pavers	0 SF	26.2 SF	\$314.03	---
1.12.00	Asphalt Driveway Apron	1700 SF	2351 SF	\$4,882.50	---
2.02.00	Rock Excavation	185 CY	272.79 CY	---	---
2.03.00	Rigid Styrofoam Insulation Board	450 SF	0 SF	---	\$900.00
2.10.1006	6" SDR-35 45° WYE Fitting	19 EA	9 EA	---	\$800.00
2.20.06	6" SDR-35 Sanitary Lateral Pipe	365 LF	202 LF	---	\$10,921.00
2.21.04	Sewer Lateral Clean Out	19 EA	9 EA	---	\$2,400.00
2.80.00	Testing Sanitary Sewer	1 LS	0 LS	---	\$1.00
3.12.12	12" HDPE Storm Sewer	100 LF	98 LF	---	\$100.00
5.08.00	Concrete Curbing	15 LF	68 LF	\$3,975.00	---
5.09.04	Pavement Repair Binder	91 TN	147.30 TN	\$11,260.00	---
5.09.05	Pavement Repair Top	31 TN	55.91 TN	\$4,982.00	---
CO 1	Bulk Head Construction	0 LS	1 LS	\$1,401.34	---
CO 2	Alter Concrete MH 2	0 LS	1 LS	\$1,998.58	---
CO 3	Outside Drop MH Alteration	0 LS	1 LS	\$4,150.18	---
CO 4	Additional Rock Excavation	0 LS	1 LS	\$23,244.40	---
				Total	\$57,900.03
				Net Change	\$37,795.03

Item 1.06.05: 5" Reinforced Concrete Sidewalks, typical replacement walks.

Item 1.06.06: 6" Reinforced Concrete Sidewalks, replacement sidewalk blocks across driveways.

Item 1.06.07: ADA Textured Pavers needed for single road crossing approach.

Item 1.12.00: Asphalt Driveway Apron repair asphalt for removed driveway aprons.

Item 2.02.00: Rock Excavation of sanitary sewer trench across Ives Hill Golf Course.

Item 2.03.00: Rigid Styrofoam Insulation Board for shallow installation of sewer mains.

Item 2.10.1006: SDR-35 45° WYE Fitting for 6" sewer lateral connections.

Item 2.20.06: 6" SDR-35 Sanitary Sewer Lateral Pipe, less laterals encountered than expected.

Item 2.21.04: Sewer Lateral Cleanout

Item 2.80.00: Sanitary Sewer Testing, performed by City DPW Crews.

Item 3.12.12: 12" HDPE Storm Sewer Main installed where existing was impacted.

Item 5.08.00: Concrete Curbing installed where existed curb was impacted.

Item 5.09.04: Pavement Repair Binder, Type 7 Binder course for permanent road repair.

Item 5.09.05: Pavement Repair Top, Type 3 top course for permanent road repair.

Item C.O. 1: Installed Concrete Blocks and mortar to create bulkheads where abandoned concrete and stone storm sewer crossings were located. Cost of Labor and Materials:

25 Concrete Blocks = \$32.50; 200 Bricks = \$72.00; 11 Bags of Mortar = \$50.93
Total Material = \$178.74
Labor = \$801.23
Equipment = \$421.36
Total Material & Labor & Profit = \$1,401.34

Item C.O. 2: Alteration of Concrete Manhole No. 2 due to change in elevation conditions. Cost of Labor and Materials:

Material = \$0.00
Labor = \$1,508.86
Equipment = \$489.72
Total Labor & Equipment & Profit = \$1,998.58

Item C.O. 3: Outside Drop Manhole Alteration for Manhole No C, installation of outside drop due to size limitations of installed manhole. Cost of Labor and Materials:

Veilano Bros. Invoice = \$211.30; 3" Clamp = \$7.38; Cement & Mortar = \$42.20
Total Materials = \$300.01
Labor = \$2,166.12
Equipment = \$1,684.05

Item C.O. 4: Additional Rock Excavation due to difficult rock conditions experienced across Ives Hill Golf Course. Cost of Labor and Materials.

Labor = \$13,603.70
Equipment = \$8,575.00
Sub Contractor = \$19,565.70
Rock Excavation Total = \$41,744.40 (-\$18,500 Contract) = \$23,244.40 Additional Cost

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 8/24/14

Date: _____

Res No. 9

August 30, 2011

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Re-adoption of FY 2011-12 Sewer Fund Budget

Included in tonight's agenda for City Council consideration is a Change Order to the contract with CCI Companies, Inc. for the Greensview – Massey Street South Sewer reconstruction project in the amount of \$37,795. The resolution to approve the Change Order was subject to City Council's readoption of the FY 2011-12 Sewer Fund Budget to transfer funds to the Capital Fund to pay for the Change Order.

It is not necessary for City Council to amend the bond ordinance for this project as the current bond ordinance has the project costs estimated to be \$665,000 which is above the current estimate of \$357,650.

City Council adopted the initial bond ordinance in the amount of \$315,000 on January 22, 2008 and amended the ordinance on July 7, 2008 to \$665,000. Serial bonds in the amount of \$315,000 were issued on February 15, 2008 for this project. A summary of the project's funding sources and uses is presented below.

Sources:

Serial Bonds	\$315,000
Transfer from Sewer Fund	32,000
Interest	<u>10,650</u>
Total Revenues	\$357,650

Uses:

CCI Companies, Inc - Base Bid	\$281,094
- Change order #1	37,795
Engineering and survey costs (Gymo/Storino)	36,525
Bonding Costs	<u>2,236</u>
Total Expenditures	\$357,650

Res No. 10

August 31, 2011

To: The Honorable Mayor and City Council

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

Subject: Special Use Permit Request Submitted by Tamara Pulley to Allow
ATV, Snowmobile and Automobile Sales at 426 Arsenal Street,
Parcels Nos. 7-05-206, 7-05-207, and 7-05-208

The attached resolution was on the City Council's August 15, 2011 agenda. It was introduced but did not receive a second.

New York State General City Law Section 27-b requires the City Council to conduct a public hearing within 62 days from the day a Special Use Permit application is received and then to make a decision within 62 days after the hearing.

This application was received on July 13, 2011; therefore, the public hearing is supposed to be held by September 13, 2011. It is recommended that a public hearing be scheduled for 7:30 p.m. at the next regular City Council meeting on Monday, September 19, 2011.

RESOLUTION

Page 1 of 2

Approving the Special Use Permit Request Submitted by Tamara Pulley to Allow ATV, Snowmobile, and Automobile Sales at 426 Arsenal Street, Parcels 7-05-206, 7-05-207, and 7-05-208

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 Tamara Pulley has made an application for a Special Use Permit allowing the sale of all-terrain vehicles, snowmobiles, and automobiles at 426 Arsenal Street, parcels 7-05-206, 7-05-207, and 7-05-208, and

WHEREAS the Jefferson County Planning Board reviewed the special use permit request at its meeting held on July 26, 2011, pursuant to General Municipal Law Section 239-m and adopted a motion that the project does not have any significant county-wide or inter-municipal issues and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on August 2, 2011, and recommended that the City Council of the City of Watertown approve the request with the following conditions:

1. The applicant shall immediately remove the old wooden fence located on the outside of the new white fence surrounding the lot.
2. The applicant shall immediately install new plantings in the landscaped buffer along Arsenal Street, following the Landscaping and Buffer Zone Guidelines.
3. The applicant shall improve the landscaping along the fence before August 1, 2012—in compliance with the approved site plan of June 11, 2003.
4. The applicant shall pave the rear of the lot before August 1, 2012—including drainage control measures as depicted in the June 11, 2003 approved site plan.
5. The applicant shall limit the spillage of light onto neighboring properties to less than 0.5 fc.
6. The applicant shall not carry more than 5 cars in stock at one time.

RESOLUTION

Page 2 of 2

Approving the Special Use Permit Request Submitted by Tamara Pulley to Allow ATV, Snowmobile, and Automobile Sales at 426 Arsenal Street, Parcels 7-05-206, 7-05-207, and 7-05-208

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

7. The applicant shall not allow the test-driving of ATVs or snowmobiles on the property.
8. The applicant shall limit the hours of operation of the proposed business to 9am to 7pm Monday through Saturday, and 11am to 4pm on Sunday.
9. The Special Use Permit shall expire one year from the date of approval by City Council.

And,

WHEREAS a public hearing was held on the proposed Special Use Permit on September 19, 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 all-terrain vehicle, snowmobile, and automobile sales 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 Tamara Pulley allowing the sale of all-terrain vehicles, snowmobiles, and automobiles at 426 Arsenal Street, parcels 7-05-206, 7-05-207, and 7-05-208, subject to he conditions listed above.

Seconded by

Ord No. 1

August 30, 2011

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance – Factory Street Reconstruction

Included in tonight's agenda is a resolution to accept the bid submitted by AECOM for the preliminary design of the Factory Street reconstruction project in the amount of \$500,000. The project was included in the Fiscal Year 2010-11 Capital Budget at an estimated cost of \$940,000. As the project has received Federal and State funding for 95% of the preliminary engineering and right-of-way incidentals the City will not borrow against this bond ordinance until the time of the street reconstruction. A summary of the initial preliminary design cost are as follows:

AECOM	\$ 500,000
Other Engineering Costs (i.e. Traffic Counts, Borings)	<u>30,000</u>
Bond Ordinance	\$ 530,000

ORDINANCE

Page 1 of 5

An Ordinance Authorizing the Issuance of \$530,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, 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, September 6, 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:

BOND ORDINANCE DATED SEPTEMBER 6, 2011.

WHEREAS, all conditions precedent to the financing of the class of objects or 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 issuance of bonds of said City to finance costs of said class of objects or purposes;

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

Section 1. For the class of objects or purposes of paying costs of the design for the Factory Street reconstruction, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$530,000 bonds of said City pursuant to the provisions of the Local Finance Law.

ORDINANCE

Page 2 of 5

An Ordinance Authorizing the Issuance of \$530,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, 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 class of objects or purposes is \$530,000 and that the plan for the financing thereof is by the issuance of the \$530,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State or Federal aid or any other revenue received by the City from other sources for such class of objects or purposes.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is five years, pursuant to subdivision sixty-two 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. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

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, provided, however, that in the exercise of these delegated powers, he

ORDINANCE

Page 3 of 5

An Ordinance Authorizing the Issuance of \$530,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, 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

shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. 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.

Section 9. 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 10. 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

ORDINANCE

Page 4 of 5

An Ordinance Authorizing the Issuance of \$530,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, 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.

Table with 2 columns: YEA, NAY. Rows for each council member and a Total row.

Total

3) Such obligations are authorized in violation of the provisions of the Constitution. Section 11. This ordinance, which takes effect immediately, shall be published in full 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.
* * *

APPROVED BY THE MAYOR
_____, 2011.
Mayor

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

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on September 6, 2011, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

ORDINANCE

Page 5 of 5

An Ordinance Authorizing the Issuance of \$530,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, 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

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.
I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media Date Given

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

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices Date of Posting

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

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

City Clerk

(CORPORATE SEAL)

Public Hearing 7:30 p.m.

August 31, 2011

To: The Honorable Mayor and City Council

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

Subject: Special Use Permit Request to Allow the Continuation of Auto Detailing and Auto Sales and the Commencement of Auto Repair at 804 State Street, Parcel No. 12-06-322

The City Council has scheduled a public hearing on the above subject request for 7:30 p.m. on Tuesday, September 6, 2011.

The City Council granted a two year Special Use Permit for the operation of auto detailing and auto sales businesses on December 21, 2009. Sheila Sweet has submitted an application to continue those businesses and commence an auto repair business.

The Planning Board reviewed the request at its August 2, 2011 meeting and adopted a motion recommending that the City Council approve the Special Use Permit subject to the three conditions listed in the resolution. A copy of the report prepared for the Planning Board and an excerpt from its Minutes was included in the agenda for August 15, 2011.

The public hearing must be held and the City Council must respond to the questions in Part II, and Part III if necessary, of the Short Environmental Assessment Form before it may vote on the resolution. The resolution finds that the auto sales lot, auto detailing operation and auto repair operation will not have a negative environmental impact and approves the Special Use Permit.

RESOLUTION

Page 1 of 2

Approving the Special Use Permit Request Submitted by Sheila Sweet to Allow the Continuation of Auto Detailing and Auto Sales, and the Commencement of Auto Repair at 804 State Street, Parcel Number 12-06-322

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

Total

YEA	NAY

Introduced by

Council Member Jeffrey M. Smith

WHEREAS the City Council granted a two-year Special Use Permit for the operation of auto detailing and auto sales businesses at 804 State Street on December 21, 2009, and

WHEREAS Sheila Sweet has made an application for a Special Use Permit to allow the continuation of auto detailing and auto sales, and the commencement of auto repair, at 804 State Street, Parcel Number 12-06-322, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on August 2, 2011, and recommended that the City Council of the City of Watertown approve the request with the following conditions:

1. The applicant shall immediately repair or replace the fence along the rear property line, and install landscaping alongside in conformance with the Planning Board’s Landscaping and Buffer Zone Guidelines.
2. The applicant shall install a minimum 5-foot wide landscaped buffer in conformance with the Planning Board’s Landscaping and Buffer Zone Guidelines between the sidewalk and the parking lot, along northern and western edges of the lot, before August 1, 2012.
3. The applicant shall pave the northern and western parking areas before August 1, 2012.

And,

WHEREAS a public hearing was held on the proposed Special Use Permit on September 6, 2011, after due public notice, and

RESOLUTION

Page 2 of 2

Approving the Special Use Permit Request Submitted by Sheila Sweet to Allow the Continuation of Auto Detailing and Auto Sales, and the Commencement of Auto Repair at 804 State Street, Parcel Number 12-06-322

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

YEA	NAY

WHEREAS the City 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 auto detailing, sales, and repair 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 Sheila Sweet to allow the continuation of auto detailing and auto sales, and the commencement of auto repair at 804 State Street, Parcel Number 12-06-322, subject to the conditions recommended by the Planning Board as listed above.

Seconded by Council Member Joseph M. Butler Jr.

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

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

1. APPLICANT/SPONSOR <i>Sheila A. Sweet</i>		2. PROJECT NAME <i>Finishing Touch Auto Detail Center</i>	
3. PROJECT LOCATION: Municipality <i>Watertown</i> County <i>Jefferson</i>			
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <i>804 State St. Watertown NY 13601</i>			
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration			
6. DESCRIBE PROJECT BRIEFLY: <i>Auto Detail Shop Auto Repair Shop Auto Sales</i>			
7. AMOUNT OF LAND AFFECTED: Initially _____ acres Ultimately _____ 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			
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input 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:			
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency(s) and permit/approvals <i>NYS Registered Repair Shop NYS Registered Auto Dealer</i>			
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency(s) and permit/approvals <i>Repair - 7111756 NYS inspection - 7111756 Auto Sales - 7164034</i>			
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>Sheila A. Sweet</i>		Date: <i>7/6/11</i>	
Signature: <i>Sheila A. Sweet</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

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? Yes No If yes, coordinate the review process and use the FULL EAF.

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 pattern, 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 CRITICAL ENVIRONMENTAL AREA (CEA)? (If yes, explain briefly): Yes No

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

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. If question d of part ii was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

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

Date

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)

ASSESSMENT DEPARTMENT:

Professional Development – The City Assessor attended a four day training seminar at Cornell sponsored by the New York State Assessor's Association. This helps fulfill the required annual training for appointed assessors, and is mostly reimbursable by New York State.

Exemption Renewals – We have mailed out 1,091 annual renewal applications for Enhanced STaR, Seniors with limited income, and various not for profit exemptions. Renewals are accepted until December 1st.

Changes to School Tax bills STaR - Legislation as part of the 2011 NYS budget radically changed the calculation for determining the STaR savings that will appear on this years school tax bills. As a result this office has been testing both the NYS tax bill program that is used for generating content for our web site and the KVS tax bill program that creates the actual bills to ensure accurate calculation and display.

Notable Property Sale - The recent sale of 929 Arsenal St (Walgreen's) for \$5,702,000 is notable not only by comparison to the \$3,310,320 price tag in 2006 (greater than 11% rate of return) but also due to the fact that we are currently involved in a lawsuit challenging the \$3,054,300 assessment. The litigants in the matter (the renters not the owners) claim a value of \$2,000,000. A letter to the litigants requesting that they dismiss the case has been sent and if that fails a petition to the Court will be made.

City of Watertown Real Estate Market Snapshot - We continue to see a flat residential market with a slow return to normal volume for single family homes and a continued lagging of multi family units. Commercial averages were buoyed by the above sale.

	Current Period	Prior 2 Months	One Year ago	2 month averages for
Single-family homes	Jun-July 2011	Apr-May 2011	Jun-July 2010	last 2 years
				June 09 –July 11
Number of valid sales	32	29	42	32
Average sale price	\$138,835	\$130,367	\$140,276	\$135,681
2 & 3 family homes				
Number of valid sales	3	1	4	5
Average sale price	\$89,667	\$90,500	\$100,063	\$103,604

Commercial				
Number of valid sales	3	3	3	2
Average sale price	1,960,667	\$119,333	\$142,667	\$924,942

BUREAU OF CODE ENFORCEMENT:

Building Permits – Permits are either approved & under construction or approved for certain phases of the project upon review of sections of plans and each site is monitored by on-site inspection: 150 Court St., Level III - 10 Apartments located on the 2nd, 3rd and 4th floors; 332 Arsenal St., reopen & refurbish beauty salon; 1222 Arsenal, CiCi's; 101 Public Sq., Apartments Over Rent-A-Center; 1398 Gotham St., Hospice; The Lodge at Ives Hill, New Construction on 1201 Jewell Dr.. to include: 18 assisted living apartments, nurses station, great room, kitchen, laundry and beauty salon; 200 Willow St., Demo & Interior Renovation; 215 Maywood Terrace, Demo of 4 Buildings and Site Work; 126 W. Lynde St., New Single Family Home; 821 Arsenal, Conversion to a Diner; 1424 Washington St, Sisters of St. Joseph, renovations.

New Plans received and under review - 950 & 980 Mill St., Creekwood I, Apartments; 1290 Arsenal St., 5 Guys Burgers & Fries; 901 Rail Dr., Renzi Brothers Freezer Expansion; 834 Washington St., Samaritan Medical Expansion Phase I-Connector, Phase II thru VI Interior Renovation; and 1092 Coffeen St., Allens Floral and Pottery Shop.

Permits Issued- Since June 23- 47 Building Permits for new construction and demolitions, and 61 Maintenance & Repair Permits.

Complaints – This office received and investigated a total of 143 complaints, with 26 cases being referred to DPW for compliance and 5 cases being referred to City Attorneys.

Education – Training requirements have been met by all Code Personnel for the upcoming year.

Software Upgrade – I-Worqs, a potential new software program designed to be used with Code Enforcement and the City Engineering Department for issuance of permits, complaint tracking, as well as Dig Safe for the Engineering Department remains in the developmental stage in regards to the UFPO portion. If the UFPO portion cannot be integrated into the software, the upgrade from the current program, Hansen, will not occur.

Certificate's of Occupancy/Compliance: 1222 Arsenal St., New Haven Pizza; 262-68 Arsenal St., Valero; 650 Arsenal St., Jai Ambe Hotel, Inc.; and 1218 Gill St., New Single Family Home

Appearance Tickets – This office issued 10 Appearance Tickets to owners of City properties for a range of violations from trash and debris to New York State Property Maintenance Code violations, which will be handled by City Court.

Buildings and Grounds: Wiring various areas of City Hall by buildings & grounds staff has been completed in order for STAT Communications to render and complete the installation of security cameras. Security cameras are in full operation.

CITY CLERK'S OFFICE:

Personnel - Changes will be occurring in our office over the next few months. The City Council requested that Ann Saunders be appointed as a Deputy City Clerk leading up to her taking over as City Clerk as soon as Mrs. Dutton retires, which will happen by December 31st. Mrs. Saunders began her employment with the City on August 29th.

Public Assistance - Our office has been involved in locating family members of a WWII soldier who was from Watertown and was killed in the South Pacific. A family in Ohio has a letter written by the soldier's father to the commanding officer. It is a touching tribute to a son who was killed in battle and the grief of a father who was left behind to deal with the loss.

Historian - We have also received photos of various early construction projects around the City as well as photos of the Woodruff House and a 1906 booklet describing the "beauty and advantages of Watertown."

Weddings - Our office has issued 682 marriage licenses and conducted 372 wedding ceremonies to date.

CITY MANAGER'S OFFICE:

NYSERDA Grant for Direct Assistance -- The City Manager's Office, in conjunction with the Engineering Department, successfully applied for a grant from NYSERDA that provides free technical assistance for energy efficiency projects. During preliminary discussions with NYSERDA, the City has learned that we are eligible for numerous opportunities as part of this grant. After an upcoming site visit, NYSERDA project engineers will compile a report that will detail energy-saving options available to the City, as well as their costs and expected payback period. Potential projects such as solar panels, mini-hydroelectric generators, high-efficiency lighting, and other potential energy-reduction measures will be discussed to determine their feasibility.

Training -- The City will soon begin holding anti-harassment/non-discrimination and workplace violence training sessions for all City employees. The City has entered into a Professional Services Agreement with Ronald J. Blassengame, to provide the training sessions. Mr. Blassengame has over 30 years experience conducting human service-related training as well as an extensive education background, including a Ph.D. Mr. Blassengame will be conducting the hour-long sessions throughout the coming weeks.

Similarly, several City employees will soon be taking training classes in the SUNY ATTAIN Lab at the Flower Memorial Library. The ATTAIN Lab offers coursework in various Microsoft applications, including Word and Excel. Over the coming weeks, several City Hall employees will

be learning a wide range of functionalities in these programs, culminating in the achievement of a Microsoft Certification as an Application Specialist. All ATTAIN Lab classes are provided free of charge and open to any member of the public.

Reserve Partner Reservation Software – The City Manager’s office has been working toward the implementation of software that will make reserving City facilities available on-line. This software package will allow citizens to log in through the City’s website and electronically reserve any of the City’s facilities, ranging from the pavilion at Thompson Park to a baseball field at the fairgrounds. We are in the process of customizing the software to our needs, and hope to have it live and available for public use within the coming months.

Crow Hazing – Winter will soon be upon us, and so too will the flocks of crows that call Watertown home during the winter months. The City Manager’s office has been detailing options to disrupt and mitigate the winter crow flock, and will present these options to the Council at the work session on September 12th. At that time, the Council will have the opportunity to discuss the potential of taking on crow hazing as an in-house project.

COMPTROLLER’S OFFICE:

Delinquent City Taxes – The City Comptrollers office has been busy collecting the 2011-12 City tax bills. Below is a summary of the outstanding City tax amounts as of August 31st for each of the past five fiscal years.

Fiscal Year	Amount Outstanding as of August 31st	City Tax Levy (1)	Percentage Outstanding
2011-12	\$ 423,626 (2)	\$ 7,300,238	5.63%
2010-11	\$ 416,650	\$ 7,487,431	5.56%
2009-10	\$ 412,426	\$ 7,343,895	5.62%
2008-09	\$ 393,143	\$ 7,117,771	5.52%
2007-08	\$ 377,010	\$ 6,909,739	5.46%

(1) Excludes re-levied amounts for outstanding water and sewer charges, Department of Public Works charges and sidewalk installments

(2) As of August 29, 2011

Parcels that are not in the tax sale certificate process but have outstanding 2011-12 City tax balances over \$5,000 (excluding penalties and interest) are:

Property Owner	Property Address	Outstanding City Taxes Excluding Penalties and Interest (1)
200 Washington St Assoc. LLC	200 Washington Street	\$ 18,330
Prime LLC	1068 Arsenal Street	\$ 12,503
Dealmaker Dodge	137 Main Avenue	\$ 12,400
Spurs LLC	957 Arsenal Street	\$ 6,500
Dealmaker Dodge	235 Main Avenue	\$ 5,774
Alteri Bakery Inc.	981 Waterman Drive	<u>\$ 5,230</u>
Total		<u>\$ 60,737</u>

(1) Includes re-levied amounts outstanding water and sewer charges, Department of Public Works charges and sidewalk installments

Retirement Rates: The New York State Retirement System has issued the final 2013 rates for the Employees Retirement System (ERS) and the Police and Fire Retirement System (PFRS). A comparison of the 2012 and 2013 rates is as follows:

Employees Retirement System

	2012 Rates	2013 Rates
Tier 1	21.5 %	25.4 %
Tier 2	19.7 %	23.2 %
Tier 3 & 4	15.8 %	18.6 %
Tier 5	12.8 %	15.1 %

Police and Fire Retirement System

	2012 Rates	2013 Rates
Tier 2	20.9 %	25.1 %
Tier 5 (Non-contributory)	20.0 %	24.1 %
Tier 5 (Contributory)	16.7 %	20.1 %

The 2013 rates cover the salary period of April 1, 2012 through March 31, 2013. The City for budget purposes creates a blended retirement rate based on 75% of the known rates for 2012 and 25% of estimated rates for 2013 after discussions are held with the actuaries of the NYS Retirement System. Fortunately the final 2013 retirement rates were not significantly different than what was used in the development of the FY 2011-12 budgets. On a budgetary basis the General Fund is projecting a budgetary savings of approximately \$22,000, the Water Fund an approximate savings of \$5,000, the Sewer Fund an approximate savings of \$4,000 and the Library Fund an approximate savings of \$2,000.

ENGINEERING DEPARTMENT:

VPP Stimulus Funding- The Engineering Department is processing and managing the Pass Through contract with the NYSDOT for Vendor Placed Paving (VPP) for mill and fill paving projects for Washington Street and Arsenal Street 100-200 Blocks. Engineering is responsible to administer the Pass-Through Agreement, provide construction inspection, and conduct the mandatory project safety audit (SAFETAP). The Arsenal Street portion was completed in September 2009. Washington Street was prepared by DPW crews and was paved by the State's contractor on the last Saturday of July and the first Saturday of August 2010. The issues surrounding asphalt testing performed by the NYSDOT has been resolved. Final payment has been made to the contractor. The City is awaiting reimbursement from the NYSDOT.

Greensview/Ives Sanitary Sewer – The project was designed in-house. NYSDEC has granted approval and a meeting with the property owners was held on May 26th. The Massey Street portion of the work is complete except for punch list items. The golf course section was started in October 2010 and will be completed in early 2011. The remaining work was completed in the 2011 construction season. A change order is being prepared due to required additional rock removal and balancing out the final contract quantities for Council approval in September.

WOTS Lining – Plans and specifications are being prepared for the installation of a slip liner in the section of the Western Outfall Trunk Sewer (WOTS) from Wealtha Ave to the overflow device at the WWTP. The liner system will be similar to what was installed on the NSTS. This project will fix the massive amounts of infiltration and inflow that is leaking into pipe from the drainage ditch located above it. This is required to meet the criteria for the LTCP with the DEC. The Council approved the bid on May 2, 2011, and a preconstruction meeting was held on June 23, 2011. Work was started in late July 2011 with sewer cleaning and the setup of by-pass pumping.

Bicentennial and Marble Street Parks – The Engineering Department is working with the Planning Department and DPW. Engineering and construction inspection support is being provided during the in-house construction of the parks.

Aviary Project- The design consultant was approved by the Council at the June 20, 2011 meeting. Once the contract paperwork is finalized, a kickoff meeting was held with the consultant, Engineering, and reps from the Zoo on July 7, 2011. A progress meeting was held on August 29th. A presentation will be made to the City Council on September 12, 2011.

Elevator RFP- Engineering proposals were received for the design of a prisoner elevator in City Hall and a replacement freight elevator for the DPW Newell Street building. B&C & Assoc. was selected from four proposals. The design work has started with preliminary design well underway. Work on the Newell Street elevator is proceeding, and a progress meeting is scheduled for August 29th. Work on the City Hall elevator will remain on hold until the new City Court Judge can provide input to the project.

Geothermal Study- Sack & Assoc was selected to perform a geothermal feasibility study of City Hall, Flower Library, the Ice Arena, the WWTP and the WTP. Design work has started and a preliminary report on City Hall and flower Library was presented to the Council. The consultant is developing equipment specs to perform the upgrades.

WWTP Disinfection System Design- The new SPDES permit for the City effective February 1, 2011 requires the city to install a disinfection system for the WWTP outfalls. It gives the city eight months from the effective date of the permit to submit a basis of design for approval. Staff has developed a scope of work for a professional services agreement to perform the basis of design with the consultant Stearns and Wheler GHD. It was approved at the March 7th Council Meeting. The basis of design was submitted to the NYSDEC and EPA for their review in August 2011.

WWTP Pipe Repair- Repair quotes are due on August 30, 2011 for the section of leaking 36 inch pipe within the WWTP. The repair will commence upon receipt of the replacement parts.

DPW Snow Dump Repair- Soil borings and site survey have been completed and preliminary design is underway. The project is scheduled to be bid in the spring of 2012.

Clinton Street Reconstruction- This project is being designed in house. Detailed design is underway for the street reconstruction from Washington Street to Holcomb Street. Two meetings with private utility companies were held to discuss possible relocations. Test pits are being performed by both National Grid and Verizon to determine the extent of any utility conflicts. The project is scheduled for the spring of 2012.

Factory Street Reconstruction – The Council approved the agreement for the design of the reconstruction of Factory Street from Mill Street to Huntington Street. This project will be a Locally Administered Federal Aid (LAFA) project. The federal share is 80% and the State share is 15%. An RFP has been prepared and sent for engineering consultant selection. The design consultant was selected from the City of Watertown Locally Driven Selection Arrangement (LDSA) short list. The preliminary design scope and fee have been negotiated and the agreement documents will be presented to the Council for approval in September 2011. Construction is programmed to start in the spring of 2013.

N. Michigan-Bronson St. –The project is currently being designed in-house by department staff. The project is scheduled for reconstruction in FY 14-15.

Barben Avenue Reconstruction- Design is underway for the street reconstruction from Washington Street to Holcomb Street. The project is scheduled for FY 15-16.

FIRE DEPARTMENT:

Disaster Recovery Assistance - At the time of this report, Hurricane Irene has passed through the area, and the City of Watertown was spared the devastation. However, other parts of the state were not so lucky. On Saturday, the first request for assistance went out across the state for swift water rescue teams to be dispatched in the hardest hit areas of the storm. On Sunday, the Jefferson County STAR team was deployed to Delaware County, and at 1530 hours a request was dispatched from the State Operations Center to have the City of Watertown Type III Swift Water Team deploy to Albany to await assignment. A five person team composed of Captain D. Derouin, Firefighters C. Chisamore, K. Grant, M. Jones and A. Naklick were sent with the department swift water trailer to their Albany destination. While in transit, they were reassigned to Essex County to assist with water rescues in that county. At last report, they were looking for a vehicle that went off a bridge in Altona, NY.

Calls for Service - Other responses during the month of July and August included a light ballast fire at the YMCA on Public Square. The light was located above the lap pool making access to the light very difficult. Smoke from the light was ventilated from the building utilizing department ventilation fans. There were a total of 511 calls for assistance for this two month period with Engine 2 being the busiest engine with 147 calls and the rescue truck responded to 414 calls.

Retirement - Firefighter Clarence Clemons, a 32 year veteran of the fire department, placed his gear on the rig for the last time on July 30th. FF Clemons had announced his retirement would correspond with his 62nd birthday that was celebrated in July. He assisted in a rescue of a victim in a 1983 structure fire and was recognized for outstanding performance at the Midtown Tower fire in 1989. We wish Clarence well on his retirement where he hopes to utilize a camp he and his son, Scott, have acquired.

Clock Tower - "B" shift's ladder company has been assisting the City Electric department with providing access to the north face of the town clock. Apparently the hands on the face stopped working, and as the clock face is not easily accessible, the company has lifted workmen up the face so the hands may be removed for repair.



Grants- The ordering and installation of radio equipment has begun under the PSIC Grant. Mark Hoppe, from Blue Wing, will be at the September 12th City Council Work Session to brief council members on our progress and the plan for radio interoperability as part of their original scope of work.

Battalion Chief T. Wiley has been in the process of acquiring equipment intended for structural collapse work as part of a \$37,000 grant awarded through the Department of Homeland Security.

The department is currently working on the Assistance to Firefighter Grant program from the Federal Department of Homeland Security for the purchase of hydraulic rescue tools and hazardous materials metering equipment. No word has yet been received with regards to the Fire Prevention Grant request for carbon monoxide detectors.

Fire Prevention- During July and August, Fire Prevention staff conducted public school inspections at all City School District buildings for the NYS Department of Education. Every eleven months the Education Department has all public school buildings inspected for fire and safety issues. There were eight fire engine appearances, including the Farmer's Market held in front of the State Office Building, and the safety trailer was at three events including the County Fair. Staff was on hand to observe the mandatory fire drills at three Jefferson County Buildings, JRC's main educational building and Angel's Inn, a private nursing care facility.

Employees of the new Hilton Garden Hotel received fire extinguisher training from Fire Prevention staff and utilized the fire simulator to demonstrate their proficiency of utilizing the fire extinguishers.



The Department also supported the following events: the concert in the park, fireworks at the Wizards baseball game, demolition derby at the fair, the Buck Cherry and Reba concerts at the ball field, as well as fire and safety inspections during the county fair.

Training- Captain M. Kellogg attended the Instructor Conference in July held at the NYS Fire Academy and was certified to instruct the NYS Pump Operators Course, which meets the NFPA 1002 standard for pump operators, as well as being instructed on how to conduct annual pump service testing of fire apparatus.

Chief Herman attended his first two week class at the National Fire Academy working toward his Executive Fire Officer designation. The first class, Executive Development, dealt with identifying a problem within your organization, writing a problem statement and conducting research to find possible solutions.

Captain DeMar, Seeber and Waugh, are working towards obtaining college degrees, and have requested tuition assistance through the collective bargaining agreement. Captain DeMar is working on a Master's degree and Captains Seeber and Waugh their Bachelors degrees.

Community Activities- The Thursday of Fair Week is a special time for some disabled kids who would not ordinarily have the opportunity to ride on the midway attractions. This year, members of the fire department gathered to support the kids and their families by providing a rider for the kids. Reithoffer Midway allowed the kids to ride free, and they were then treated to hot dogs at Santillos Catering. Monsignor McCarthy was present as always to ensure that the day went on without a hitch.



Upcoming activities- Battalion Chief D. Lachenauer will be attending the last of his Executive Officer classes this coming October. Battalion Chief T. Wiley will be attending the October Instructor Conference at the NYS Fire Academy. Companies will be finishing up their safety inspections of all commercial buildings in the City. October 9-15 is Fire Prevention week where the department will be involved in many activities to promote the occasion.

This year **September 11th** will mark the 10th anniversary of the attacks on the World Trade Center, the Pentagon and the crash of a passenger airliner bound for a target that meant to cripple our nation. Let us pause on that day to remember those who sacrificed themselves on that day and those who continue to put their lives in harms way to protect the freedoms that we enjoy and sometimes take for granted.

FLOWER MEMORIAL LIBRARY:

2011 Library Excellence Award –Yvonne Reff, Librarian III at the Flower Memorial Library won the Northern New York Library Network’s 2011 Award for Library Excellence. Librarians from every type of library in the NNYLN are nominated every year based on consistent excellent service. The award is based on many factors including how the person has provided open access to information to all, encouraged reading, as well as the enhancement and expansion of library service to the community. We were thrilled to hear that the committee had responded to all the great nominations written on Yvonne’s behalf and decided to give her this year’s award. She certainly deserves it as she embodies the very concept of excellent library service.

YALSA Grant Award – We have just received news that a grant which Amanda Tehonica had applied for was funded. The mini-grant was offered through the American Library Association’s Young Adult Library Services Association (YALSA). The mini-grant was designed to encourage outstanding Teen Read Week activities by providing financial assistance, while also recognizing YALSA members for outstanding library services to teens. Applicants had to plan and present an outline for a Teen Read Week activity that was implemented through their libraries. The activity had to be open to all teens (12-18 years). YALSA encourages innovative proposals that are inclusive of underserved teen populations, including but not limited to teens with disabilities and teens who speak English as a second language. The \$1,000 grant, made possible by Dollar General, was offered to support the activity. **Amanda was one of only ten recipients nation-wide** to receive the grant and the only one in New York State! She will use the funds to buy multiple copies of the titles chosen for the Teen Reading Tourney which is held here in November. The money will cover the cost of refreshments on the day of competition and buy the prizes for the winners. Having multiples copies of the titles chosen for the tourney will help the smaller libraries encourage teens in their area to enter the tournament without having to purchase the all the books needed from their small book budgets.

Heart Gallery Display – For the third year in a row, the Library is the site for the Heart Gallery Display sponsored by the New York State Office of Children and Family Services. The photographic exhibit features children that are available for adoption. We are repeatedly asked to be a site for the display because of the positive response received regarding placements.

Buildings - Maintenance Staff continues installation of the heat pumps at the Library. Building and grounds staff undertook a project this summer to rectify the disposal of old outdated unused books, magazines, and debris from the basement of the library coordinating pick up of the recycling material with DPW crews. That project has been successfully completed as of August 22, 2011 freeing the basement area for more storage.

The removal of the graffiti on the library is still currently being addressed. Various products have been applied without achieving complete removal. Representatives from several companies have been contacted to assist staff in correcting the matter.

INFORMATION TECHNOLOGY DEPARTMENT:

Wireless - IT staff with wiring assistance from the Electric department installed and configured internal wireless access at the Massey Street Fire Station to facilitate the update and synchronization of the Departments mobile software with the records management system. A similar installation is planned for Station 2 and Station 3.

Fire Records System Integration with County Dispatch - Fire Department and IT staff are working with the vendor utilized by Jefferson County Emergency Management for Computer Aided Dispatch and with the vendor for the City's Fire Records management system to permit access and retrieval of additional information from the County Dispatch system after each response incident to increase the amount of data and that accuracy of the data that is automatically transferred into the City's Fire Departments system.

Routing System RFP - The City of Watertown currently provides diversified services for its citizens that necessitate vehicles navigating city streets for various types of pickups or distributions. Such services include trash pickup, bus routing and snowplowing. The City of Watertown currently provides these services to an estimated 11,000 households. To improve the efficiency of these systems and services IT, Public Works and Purchasing staff collaborated in drafting an RFP for "A comprehensive routing software system" that:

1. Enables the development of an equitable workload for route drivers;
2. Improves customer service and production efficiencies ; and
3. Provides maps and travel direction reports of the new routes

Although the system is initially focused on refuse routing, the software service is generic and should compliment other vehicle routing needs in the future.

City Police Department Hardware and Network - IT Staff completed installation and transfer of all desktop systems at the Watertown Police Department. End-of-life network equipment is being replaced and 5 remaining thin clients system are being setup for Records, Booking and the Patrol office.

A legacy application used for historical reference is presenting some issues in portability to the current working environment and IT staff is researching methods to update the software or convert the data in the system to a more modern format

Technology Training Matrix - Staff from IT, the City Managers office and the Civil Service Department collaborated to produce a staff training update proposal to help address technology related training needs throughout the City departments.

Building Security - IT staff worked with a local vendor to develop a proposal to improve physical security within City Hall. The proposal is under review by a group composed of staff from the City Managers Office, Police, Fire, Buildings, Purchasing and the IT Department.

Backup Site Configuration Update - A UPS power supply for the City's backup site was delivered and moved into place by City Electric. The equipment at the secondary location will provide a site for emergency recovery of data services if required and also provide load balancing in normal operating conditions.



Reservation System Update - Staff from the City Managers Office, Public Works and IT are working to resolve outstanding issues with the Reservation Software system.

IWorq UFPO Permit Application - Engineering Department and IT are working with a vendor to automate the current fax based UFPO process. The vendor is coordinating with Dig-Safely for electronic transfer of UFPO's into the web based application and engineering staff is coordinating the field mapping activity to complete the application's configuration.

Ice Arena Point of Sale System - Staff from the Electric department completed wiring for data and telephone circuits for four locations in the arena for the new POS system. IT staff are configuring the internal connections and preparing for an external PCI compliance audit of the system.

Facilities Upgrade - IT staff are working with the City's ISP to study upgrading copper facilities at various locations to provide a diverse path for data and voice traffic. In the event of a fiber cut on the main fiber connection the diverse facility would allow a secondary path to be established between City sites while service was being restored on the primary connection.

General IT support activities

Solved Firehouse software issue for Fire Dept Staff
Installed Cartegraph update to 8.3a into the Citrix system
Setup the 'Scan to Email' feature on the WPD admin copier
Replaced failed mother board on Fire Chief's laptop
Replaced failed hard drive on Deputy Fire Chiefs laptop
Troubleshoot hard drive failure for Parks & Rec., ordered HD and extended warranty, then installed temporary Thin Client for use
Setup user account for staff in the Metro Jeff Task Force
Setup new user and email accounts for new City Clerk and Purchasing Agent
Converted the default Citrix printer system to the Tricerate Simplify Software system on all Citrix servers
Corrected issue with thumb drives on WPD report room computers

Reinstalled software on Gobooks 16 after hard drive replacement
Solved issue with DPW Weather station losing connectivity
Installed software on multipurpose room computer at the FD to facilitate training and Radio Grant work

Installed update to the Firehouse mobile on all Fire Department apparatus
Updated Police Departments Impact System Software to build 49
Added additional disk space to the exchange server to allow expansion of email storage
Solved several wireless network communications issues on the WPD Gobooks

Helpdesk Statistics - 300 Work Requests were completed from June 25 – August 29 and 21 Work requests are open or in process as of August 29th.

GIS Support Activities - The mapping efforts of the GIS staff augmented the processes of various City Departments including the unredeemed Tax Sale Property disposition, the use of Maggie's deck extension, the proposed Riverfront Trail Extension, the reservation process of Thompson Park, Fairgrounds parking areas and the decision on properties on Outer Coffeen St.



Improved Interdepartmental

Communications - A major highlight of this construction season has been the improved communication between DPW, Water, Engineering and GIS staff, resulting in a significant increase in the timely GPS location of exposed infrastructure. Assets located included lined-out utilities at the Fairgrounds prior to the Fair, water infrastructure on Madison Ave and various catch basins, manholes, sewer laterals, cleanouts, pull-boxes, conduit and curbstops throughout the City. Also, newly installed but paved-over water gates were located at JB Wise from previous GPS points.

Pictometry Updates - GIS and IT staff also completed installation of the Pictometry application in Engineering and provided individual instruction to users on its configuration. The software is designed to display oblique and orthogonal imagery made available from a grant through the Jefferson County Sheriff's Department. This imagery is both more current and detailed than our existing aerial imagery.



PLANNING DEPARTMENT:

Bicentennial Park and Marble Street Park – Construction work on this project slowed down somewhat during the last two months as DPW crews focused on street paving and construction projects as well the busy summer mowing season. However, much planning and preparation for the fall construction season has been ongoing by Staff throughout the summer. Planning Staff has been busy developing a design for the layout of new exercise and playground equipment that will be installed at Bicentennial Park and has researched and placed orders for various site amenities such as picnic tables, trash cans, grills, playground surfacing and water fountains. The Engineering Department has made several design changes and has been working with the NYSDOT to obtain a highway work permit for work within the State right-of-way at Marble St. Park. Purchasing, Planning and DPW Staff have also developed specifications for the purchase of a picnic pavilion for each park and a prefab restroom for Marble St. Park. Bids will be received in early September for the pavilion and presented to the City Council for consideration. Construction work resumed in late August with crews installing new fencing along the river and completing trail work at Marble Street Park.

Brownfields/Ogilvie – Planning staff published an RFP for an environmental consultant on July 11th. The consultant will be responsible for planning and oversight of the EPA-funded mitigation of petroleum contamination at the former Ogilvie property. There were nine responses to the RFP. The submittals are now under review by staff in Planning, Engineering, and Purchasing. Finalists will be chosen on September 2nd.

EPF Historic Preservation Grant – Planning staff began the application process for a \$187,500 grant from the Environmental Protection Fund. The money would contribute to a \$250,000 project to restore the marble masonry on Flower Memorial Library’s façade and entry plaza. While the application is substantially complete, recent developments regarding the routing of funds through the Regional Economic Development Council have made the timeline unclear.

Housing Programs – The construction of seven new housing units above Rent-A-Zone and four new units in the Cahill Building are underway using Community Development Block Grant and HOME funds.

J B Wise Parking Lot Reconstruction Project – Work on this project, which includes pavement and parking lot reconstruction, new driveway entrances, sidewalks, lighting, utilities, a covered walkway, a restroom facility, landscaping and site amenities is nearing completion. A majority of the utility work has been completed for the project and much of the parking area has been reconstructed. Both water quality basins (rain gardens) have been constructed and the plant materials have been installed. The entrance drive from Public Square and the entrance/exit to the Court St. parking lot have been constructed with



the exception of the final asphalt. The contractor is currently preparing to complete the new sidewalk installation, finish curbing work, install the covered walkway and place the final coat of asphalt. Completion is scheduled for this fall.

Planning Board – At its July and August meetings, the Planning Board considered applications for five projects. On July 5th, the Board recommended approval of an amended site plan for the Hilton Garden Inn at 1290 Arsenal Street. The Board also approved a minor subdivision request for properties at 480-482 State Street. On August 2nd, the Board recommended conditional approval for two Special Use Permits related to automobile sales and repair at 426 Arsenal Street and 804 State Street. The Board also recommended approval of an amended site plan for a cell tower at 491 Eastern Boulevard.

River Committee – Staff continues to attend River Committee meetings to discuss various proposals. On July 16, the River Committee held its annual Black River Clean Up Day. In addition to picking up trash and debris along the river, the Committee and other volunteers continued their efforts from last year by piling stones against the river access stairway at Whitewater Park in an effort to abate erosion.

Street Tree Program – The summer tree watering and maintenance program continued through late August. The program was staffed by a local college student, Michael DeMarco. Between May and August, approximately 150 trees planted last spring were watered weekly while other recently planted trees were watered on a rotating basis. In addition, Mr. DeMarco re-mulched over 750 trees in parks and along streets, beautifying neighborhoods and protecting trees.



Staff closed out a 2008 NYSDEC Urban and Community Forestry Program Grant by submitting a final report and reimbursement request for \$12,000. Using the grant and matching City funds, a total of 318 trees were planted at various sites including Breen Avenue, the 200-300 Blocks of Academy Street and Clay Street.

Staff also submitted a reimbursement request to National Grid through their 10,000 Trees and Growing Grant Program. The program reimburses the City \$50 for every properly selected underwire tree that is planted. A properly selected underwire tree is a small maturing tree that will not interfere with the primary power lines when it is full grown. Fifty one underwire trees planted as part of the Spring 2011 Tree Planting Project were submitted for a \$2,550 reimbursement under this program. This amount will be applied to the General Fund and serves to offset the overall cost of the tree program.



Planning Staff worked with the Water Department to protect existing street trees during the installation of a new water line on Madison Avenue. In accordance with the tree ordinance and the adopted Arboricultural Specifications Manual, construction fencing was installed around the base of the existing trees. The fencing

protected the trees during construction from accidental damage due to operator error, protected the roots from mechanical damage and minimized soil compaction around the base of the trees which is also detrimental to tree health.

On July 25, the NYSDEC announced that the City of Watertown was awarded a \$5,000 grant through the Urban and Community Forestry Program for the 2012 Tree Planting Project. The project will involve the planting of approximately 135 trees next spring at various locations within the City, including Salina Street and Factory Square Park and will be funded using the grant and a \$5,000 match from the City.

Over the last two months, Staff also conducted hazard tree evaluations on 10 trees located throughout the City.

POLICE DEPARTMENT:

Police Recruits— In May members of the St. Lawrence Black River Valley Police academy graduated after 24 weeks of training. They have now completed their 13 weeks of field training are all assigned to shifts over the summer and working on their own. WPD welcomes to its ranks Matthew Freedom, Scott Freeman, Adam Beshures, Matthew Roll and Nathan McKeever.

Watertown High School Mock DWI Scenario – Watertown High School with the assistance of School Resource Officer Scott McIntyre had a mock DWI car accident scenario. Participating in the drill were Watertown Fire Department, New York State Police, Jefferson County Sheriff's, Guilfoyle Ambulance and Reed and Benoit Funeral Home. Two cars were donated and made to look like they were in a serious head on accident. Five students from WHS volunteered and played the victims. Two students were treated by EMT's and transported, one was arrested for DWI and one was pronounced dead, body bagged and placed in the hearse. This very realistic event showed several hundred students the reality of driving while under the influence. After the scenario the students went to the auditorium and the presentation continued with videos and guest speakers. School administration felt this was well-received by the students and will help to serve as a reminder.

New Police Fleet Vehicles – WPD took delivery of three new police cars. The 2011 Ford Crown Victoria's were immediately outfitted with police radios, computers, WPD striping and placed into service. We are working towards our goal of having all police vehicles in the black and white color scheme and now have less than five of the older blue models in the fleet.

Police K- 9, German Shepard, Ema – WPD was saddened by the death of Police K – 9 Ema in June. Ema a German shepard was donated to WPD by the Watertown Elks lodge and has been with Officer Mark Sutton since 2005. Ema was being treated for a growth close to her heart. Surgery was recommended and she developed complications afterward and was unable to recover. Ema was last used to assist with the bank robbery investigation on May 31st on the northside. Ema was the only police dog in the Watertown Police Department and we will be exploring the possibility of obtaining another dog to continue this worthwhile program.

Notable Cases – May to August 2011

Key Bank Robbery - On May 31st and again on June 16th two different branches of Key Bank were robbed in Watertown NY. On the 31st it was the northside branch on Mill St. and on the 16th it was the Washington Street branch. This same bank in the 1300 block of Washington St. was also the scene of a hold up on March 8th. Upon the report of the June 16th robbery patrols immediately responded to the area. An alert bank teller observed the robber getting into a brown SUV type vehicle with no rear license plate on it. The initial patrols quick response to this scene and then quickly getting the suspect information out on the police radio to responding patrols was key to solving this case. Many patrols from WPD, JCSO and NYSP quickly positioned themselves to cover possible escape routes. Armed with the getaway vehicle and suspect description the suspect was intercepted on Washington St. near SMC. A vehicle stop was initiated and a short chase over several minutes on city streets developed. Many police officers saturated the area leading the robber to abandoned his vehicle and flee on foot. He ran a short distance before he was apprehended by Officers Charles Bickel and Christopher Thomas in a yard on TenEyck St. At this time the suspect, a 37 year old Watertown man has been charged in connection with the June 16th robbery. The investigations into the March 8th and May 31st robberies are ongoing by WPD Detectives and the FBI. The suspect was remanded to the Jefferson County Jail on bail and is still being held. In August, the Federal Prosecutors in Syracuse decided to take the case and will continue the prosecution. This is a very important move because the federal sentencing guidelines are much harsher than the NYS sentencing guidelines. It is hopeful that this will deter others knowing the possibility of the stiffer penalties.

In July, Watertown Police Detectives were contacted by Investigators for Fort Drum CID. An allegation had been made by the 21 year old wife of a soldier that her husband had assaulted her which led to the miscarriage of a baby. The charge that the soldier faced was very serious under the UCMJ and could have resulted in a very long prison sentence. Detectives and CID investigators conducted a through investigation and later learned that the 21 year female voluntarily terminated her pregnancy at a clinic in New York City. The female after being confronted with her actions still attempted to blame her estranged husband. She was charged with falsely reporting and incident which is answerable in Watertown City Court.

On August 8th 2011 WPD patrols were dispatched to a complaint of robbery at a McClland Street home. The male and female resident told officers that four men armed with a knife entered the residence and stole money and a TV. A description of the suspects and the get-a-way car were put out over City and County radio. Within a half hour of the robbery a Jefferson County Sheriff's Deputy spotted the car and stopped the four suspects in the 100 block of S. Massey St. A subsequent investigation by patrols and detectives led to the four suspects being charged with counts of Robbery, Larceny and possession of a weapon. All four were arraigned and remanded to the Jefferson County Jail on \$25,000 cash bail. The suspects were also charged with possession of marihuana and drugs were an underlying factor in this case.



PUBLIC WORKS DEPARTMENT:

Street Paving Program – The street paving program is well underway with crews having completed mill & paving operations on Franklin Street and shim &

overlay projects on New York Avenue, Pratt Street and Railroad Street. Crews have also placed approximately 1,500 linear feet of concrete pin-on curbing. Concrete pin-on curbs were installed along both Franklin Street and Pratt Street.

In addition to the paving projects, crews have also completed the milling operations on Ward Street. Prior to the milling operations, the concrete crew placed approximately 1,900 linear feet of concrete pin-on curbing along Ward Street. Crews are currently performing maintenance work on the drainage structures and road base and upon completion of these activities; the black top crew will place the top course of asphalt. Year-to-date crews have placed a total of 4,168 tons of asphalt and poured 252 cubic yards of concrete.

Pavement Maintenance Operations – Patch crews received and investigated fourteen (14) pothole and pavement related calls. In addition to the patch work, crews assisted the Water Department on Madison Avenue with the site restoration work related to the water main project. This work included the replacement of the binder & top asphalt courses and the placement of approximately 350 linear feet of concrete pin-on curbing in the area where the new water main was installed. Crews also performed road base repairs on a 30’ wide section of Commerce Park Drive approximately 70’ in length.

Sanitary and Storm Sewer Infrastructure – Sewer crews have investigated a total of twenty one (21) sewer related calls and repaired residential sanitary sewer laterals on Boyd Street, Charles Street, Mill Street and Public Square. A sewer lateral connection was also made for the Habitat of Humanity house constructed on the corner of Cooper Street and East Lynde Street.

Crews have also performed cleaning and video inspections of the Water Street sewer main. In addition, the cleaning operations crews reset sewer and drainage structures on Franklin Street, New York Avenue, Pratt Street and Ward Street as part of the resurfacing operations that were performed on each of those streets. Sewer main repairs were made to sewer systems located on North California Avenue, Franklin Street and approximately 150’ of an 8” sewer main located on Boyd Street was replaced.



A new sanitary manhole and tap into the Western Outfall was completed in conjunction with the re-lining project and right-of-way maintenance was conducted along the old rail bed adjacent to the City Landfill on Water Street.



River Parks Improvement Project – This project includes the construction of a basketball court, pavilion and asphalt trail system at

Bicentennial Park, as well as, a pavilion, rest rooms, and asphalt trail system at Marble Street Park. Construction of the Bicentennial Park basketball court was completed in the 2010 construction season. To-date this construction season, fencing was installed along the river at Bicentennial Park by a buildings & grounds crew, the road crew constructed the asphalt trail system, the sewer crew built a bio-retention basin within the existing parking lot, a crew from traffic control re-striped the parking areas, and building & grounds returned to place topsoil and seed along the new trail system. At Marble Street, the road crew has begun to establish the stone grade for the asphalt trail system and the ornamental fencing at the river access point is in the process of being relocated. Buildings & grounds crew with assistance from the Electric Department cored holes for fence post foundations for the new chain link fencing that will be installed along the canal. The fence posts were set and foundations have been poured. The site furniture for both parks is expected to arrive and will be assembled and installed in the upcoming month.



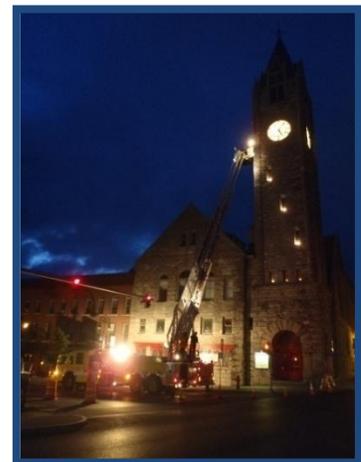
DPW Newell Street Facility's Interior Courtyard –

This project included the excavation of approximately 21,000 square feet of existing asphalt and sub-grade materials, the installation of new storm and sanitary sewer systems, and the placement of a new sub-base and asphalt surface within the Newell Street Complex located at 521 Newell Street. Concrete fuel pads and the storm and sanitary drainage systems have already been completed. At the end of last construction season crews excavated and rebuilt the sub-base. The sub-base

was then capped with an asphalt binder course. This summer the asphalt top course was placed completing the courtyard project.

Wastewater Treatment Plant Assistance – Public Works responded to a request from the Wastewater Treatment Plant for assistance with a leaking force main at the plant. Public Works crews excavated to the bottom of the pipe and identified the source of the leak and provided pumping apparatus to help contain the leaking sewage.

Clock Tower Repairs – The Department of Public Works (DPW) has provided support to Mike Deans of Knowlton Specialty Paper with the maintenance of the City's clock. In July, an inspection of the exterior clock faces was conducted with the assistance of the Watertown Fire Department. The inspection revealed that the hands located on the clock's north face had a significant amount of play. In August, Mr. Deans and DPW staff removed the hands from the north face for the fabrication of replacement hands.



J.B. Wise Parking Lot Reconstruction Project Support – The Department of Public Works (DPW) continues to provide project support to the Engineering Department and the contractor for the J.B. Wise Parking Lot Reconstruction Project. Sewer crews provide assistance with pipe inspections and the City's Electric Department completed the installation of conduit that will be utilized for future fiber optic lines. The conduit was located with GPS equipment and will be included on the City's asset maps.

Porch Demolition at 158 Academy Street – Public Works received the order to proceed with the demolition of an unsafe structure by the Bureau of Code Enforcement. As directed by Code



Enforcement, buildings & grounds crews with assistance from the Electric Department detached and demolished two (2), two-story porches at 158 Academy Street.

Way-finding Signage – The Department received a request to expand the wayfinding signage project to include the golf course. The City’s Planning Department provided Public Works with an updated location map as well as the text that would be required for each sign. The expanded project included the

design and fabrication of five (5) additional wayfinding signs by the Sign Department. Three (3) signs were fabricated to replace existing signs at Park Circle and along State Street. The remaining two (2) signs were fabricated for installation at new locations along Gotham.

Community Events – Public Works continues to provide support for the various community events that take place throughout the year. The level of department support for these events can range from collecting the refuse for the clean-up events to establishing detour routes and setting up traffic control devices for the parades. Through the use of the City’s asset/work management and traffic control software the department is able to document and develop standard protocols producing a better prepared and more efficient set-up & breakdown for each event.



Curbside Bulk Item Pick-up – The City of Watertown’s DPW Refuse & Recycling Division offered the residential on-demand bulk item collection for another season. The program, which began July 5th and ended August 31st, provided curbside service for the disposal of bulk items to all City residents. The cost for the service, which consisted of two (2) temporary summer employees and a pick-up truck with a stake rack and liftgate, was determined by the size and weight of the object(s) and based on the City’s blue sticker system (\$2.50 each). The City received a total of ninety (61) requests for this service throughout the duration of the program. Collection services were scheduled for twenty seven of the thirty seven (27/37) days the program was offered and averaged two to three (2-3) collection pick-ups a day. When the collection crew completed its tasks or the on dates no collections were scheduled the crew would assist other DPW divisions performing activities such as: flagging, paving, greenwaste collection, etc.

Parks & Recreation Venues – The Fairgrounds Complex, Thompson Park and Watertown Municipal Arena were highly utilized this summer for hosting annual events and shows. The Fairgrounds Athletic Fields hosted the North Country Lacrosse League, Red & Black Football, the Annual Can-AM Girls Softball Tournament on Fairgrounds and North Side fields, Men’s Fast Pitch Tuesday Night Softball League, Sunday Softball League, American Legion Baseball, Youth Baseball All-star Game, Watertown Wizard’s, Babe Ruth Baseball and Pop Warner Football. The

Fairgrounds and Arena also hosted events such as the Saturday Morning Farmer's Market, the Teitsworth Equipment Auction, Relay for Life, NYPEA Horse Show, DPAO Kids Concert, the BRVHA Horse Show, Amp Entertainment's Buck Cherry Rock Concert, DPAO Tragically Hip Concert, Jefferson County Fair, DPAO Steve Martin Concert and DPAO Reba McEntire Concert. Thompson Park was equally busy with use and activities this season. One of the many highlights for this season was the Symphony Syracuse Concert in the Park, which gathered another large crowd of over 5,000 on July 1st. The event included an opening act performed by a local band, Fred and the Eds, and a finale complete with a fireworks show.



The City's Summer Playground Program – The City's Summer Playground program was offered for seven weeks this summer, ending on August 12th. The program provided the City's youth a fun and safe environment for summer activities at four area playgrounds throughout the city and two recreation centers located and the Alteri and Flynn Pools. Parks & Recreation Summer Directors oversee daily games & sports, assist with weekly crafts and plan summer trips & special event days at each of the playgrounds.

Watertown Golf Program – Parks & Recreation and the Watertown Golf Club teamed up to provide an opportunity for the area's youth interested in learning how to golf. This program continues to be popular. This year a second class was added as a result of the program's popularity.

Watertown Tennis Clinic – The Watertown Tennis Clinic program provided an opportunity for the area's youth interested in learning how to play tennis. The lessons took place on the tennis courts located in Thompson Park under the direction of Don Osborn. Lessons focused on the fundamentals of tennis: grip, strokes, scoring, serve, etiquette and rules. Additional staff was added to keep players more active and the sessions were expanded by a half hour to allow for more instruction time.



Public Pools and Swimming Lessons – The New York State Department of Health conducted its annual inspection and all three City pools received healthy reports. The Red Cross Learn to Swim Program was offered at each pool. The Fall Season is about to commence and all public pools are now closed. The final attendance figures for the pools are still being tabulated.

Watertown CitiBus – Watertown CitiBus hosted the quarterly meeting of the Transportation Commission at the Newell Street facility. Appreciation was expressed to members of the Commission for the renewal of the member’s term and the Commission welcomed its newest members.

Citibus also hosted a teleconference to discuss the goal of providing transportation between Fort Drum and Watertown. In attendance for the teleconference were representatives from the City of Watertown Planning Department, Fort Drum Regional Liaison Organization, Jefferson County Department of Social Services, Jefferson County Planning Department, Nelson Nygaard Consulting Associates, New York State Department of Transportation, various local agencies and non-profit groups.



Watertown CitiBus Advertisements – Advertising spaces on CitiBus vehicles were leased to the New York State Department of Education for months of July and August for the advertisement of the Summer Food Service Program.

PURCHASING DEPARTMENT:

New Employee – The Purchasing Department has a new Purchasing Manager, Amy Pastuf. She was previously employed by Oswego County BOCES where she managed the Oswego County BOCES Purchasing Department and the Oswego County Schools Cooperative Purchasing Program. Amy has been meeting with Department Heads to tour City facilities and programs to become acquainted with their diverse purchasing requirements.

WATER DEPARTMENT:

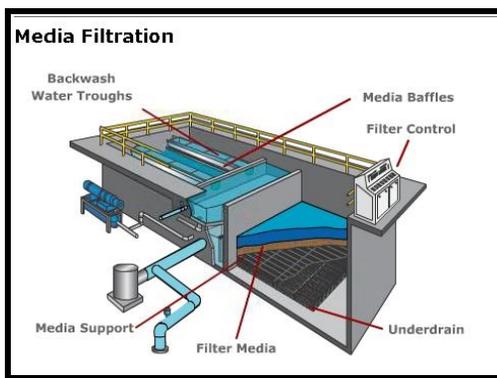
Water Department Administration – The Superintendent and other departmental personnel have assisted in the preparation of an RFP for the Filter Media Rehabilitation Project at the Water Plant. The Gaffney Drive Hotel plans for the proposed Fairfield Inn have been re-submitted for review and approval by the Health Department. The office is gearing up for the Fall shut off of delinquent water/sewer accounts.

Shared Municipal Services Incentive Grant Covering the Disinfection Byproducts Study - The final reimbursement has been received from the State and the Town. The Consultant’s fee for performing the work on this project was \$90,034. The City’s final cost for our portion of the project was \$4,526 plus some additional administrative fees and the cost of staff time.

Water Sales Agreement Development – The water sales agreement contract with the Development Authority is scheduled for renewal. A successor agreement has been drafted, reviewed and modified, and discussions with the Authority are progressing. A proposed agreement with the Town of Hounsfield has also been drafted and is currently under review by the City Attorney.

Dredging of the Black River Coagulation Basin – The dredging of alum sludge in the coagulation basin at the Dosing Station is progressing well. The contractor has indicated that he should have the dredging completed by Labor Day.

Water Treatment Plant – Proposals for engineering design and oversight of the rehabilitation and replacement of the filter media at the water treatment plant were received on August 26, 2011 from six engineering firms. The proposals will be reviewed by the City Engineer and other staff members and a recommendation for engaging one of the firms to prepare specifications, assist with preparation of bid documents for the actual media rehabilitation work, and perform oversight of that work, will be made to the City Council upon completion of the review and analysis of the proposals.



Filter Schematic (Similar to Ours)



Filter Media

Emergency Generator Repairs – The radiator for the emergency generator at the low lift pump station was replaced in August. The job took 2 days during which a trailer mounted standby generator was on site as a back-up power source in the event of a power failure in the grid. The job went smoothly and the permanent generator is back in service.

Uninterrupted Power Supply at WTP – The uninterrupted power supply system for the at critical telemetry sites throughout at the water plant facilities has been upgraded by water plant maintenance personnel.

Water Distribution Maintenance – Water distribution maintenance personnel have performed the following tasks over the past couple of months: Several water services have been repaired, replaced, or installed. Staff has begun painting the fire hydrants throughout the City.

Inspection by departmental personnel of water mains that were being installed by private contractors was ongoing during the past three months at J.B. Wise Place, the Ives Hill Retirement Community, and the Hospice project.

Three additional staff members have taken the NYSDOH Distribution Operator Course and will become certified grade D community water operators.

Distribution personnel performed pressure testing and disinfection on the water main installations for the aforementioned water main projects.

Madison Avenue Water Main Replacement – The water main replacement project on Madison Avenue has been completed. The available fire flows at the fire hydrant at the Thompson Blvd. end of the street has increased from less than 250 gallons per minute to over 3500 gallons per minute.

DPW is installing curbs on the east side of the street and final asphalt should be completed by Labor Day.

August 18, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Sales Tax Revenue – July 2011

The City has received the monthly sales tax revenue numbers from Jefferson County. In comparison to July 2010, the July 2011 sales tax numbers are up \$65,403 or 5.05%, actual to actual. In comparison to our original budget projection for the month of July, the sales tax numbers are up \$28,383 or 2.13%.

The attached spreadsheet shows the detail collections for this year and last year, along with the budgeted numbers. Collections for Fiscal Year's 2007-2008; 2008-2009; and 2009-10 have been added for historical prospective.

Please note that this is a monthly estimate issued by the State, and the true-up will be done in the payment we receive in October 2011.

	<u>Actual 2007-08</u>	<u>Actual 2008-09</u>	<u>Actual 2009-10</u>	<u>Actual 2010-11</u>	<u>Actual 2011-12</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>
July	\$ 1,202,556	\$ 1,276,583	\$ 1,054,235	\$ 1,294,030	\$ 1,359,433	\$ 65,403	5.05%
August	\$ 1,150,965	\$ 1,268,437	\$ 1,111,868	\$ 1,250,127	\$ -		0.00%
September	\$ 1,777,545	\$ 1,529,231	\$ 1,805,736	\$ 1,777,374	\$ -		0.00%
October	\$ 1,041,228	\$ 1,103,267	\$ 1,081,394	\$ 1,147,531	\$ -		0.00%
November	\$ 1,089,851	\$ 1,106,240	\$ 1,056,203	\$ 1,203,035	\$ -		0.00%
December	\$ 1,554,307	\$ 1,413,485	\$ 1,606,018	\$ 1,681,408	\$ -		0.00%
January	\$ 1,055,815	\$ 1,073,261	\$ 1,103,884	\$ 1,213,794	\$ -		0.00%
February	\$ 925,894	\$ 843,971	\$ 921,272	\$ 984,089	\$ -		0.00%
March	\$ 1,591,250	\$ 1,458,063	\$ 1,572,098	\$ 1,445,902	\$ -		0.00%
April	\$ 1,044,484	\$ 954,271	\$ 1,121,188	\$ 1,190,708	\$ -		0.00%
May	\$ 1,070,945	\$ 960,159	\$ 1,079,512	\$ 1,164,270	\$ -		0.00%
June	\$ 1,689,660	\$ 1,479,763	\$ 1,709,687	\$ 1,654,800	\$ -		0.00%
YTD	<u>\$ 15,194,501</u>	<u>\$ 14,466,732</u>	<u>\$ 15,223,095</u>	<u>\$ 16,007,069</u>	<u>\$ 1,359,433</u>	<u>\$ 65,403</u>	<u>5.05%</u>

	<u>Original Budget</u>		<u>Variance</u>	<u>%</u>
	<u>2011-12</u>	<u>Actual 2011-12</u>		
July	\$ 1,331,050	\$ 1,359,433	\$ 28,383	2.13%
August	\$ 1,285,891	\$ -		0.00%
September	\$ 1,828,221	\$ -		0.00%
October	\$ 1,180,359	\$ -		0.00%
November	\$ 1,237,451	\$ -		0.00%
December	\$ 1,729,510	\$ -		0.00%
January	\$ 1,248,519	\$ -		0.00%
February	\$ 1,012,242	\$ -		0.00%
March	\$ 1,487,266	\$ -		0.00%
April	\$ 1,224,772	\$ -		0.00%
May	\$ 1,197,578	\$ -		0.00%
June	\$ 1,702,142	\$ -		0.00%
YTD	<u>\$ 16,465,000</u>	<u>\$ 1,359,433</u>	<u>\$ 28,383</u>	<u>2.13%</u>

September 1, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Palmer Street

At the August 8, 2011 City Council Work Session, the Council discussed moving forward with accepting Palmer Street as a dedicated City Street. At that time, I indicated that the issue had been discussed by the City Council in the past and that I would pull my file on the subject. Attached are copies of the minutes for the meetings where Palmer Street has been discussed, dating back to June 2005, along with reports from Attorney Robert J. Slye, Michael Yonkovic, Brownell Abstract Corporation, and then City Engineer Gary E. Pilon. As you can see for the reports shared with the City Council, the matter of “taking” this street and dedicating it is not a simple one.

Staff is prepared to discuss this matter at the September 6th meeting and take whatever action the City Council deems appropriate.

**CITY COUNCIL MEETING
CITY OF WATERTOWN
August 8, 2011
Excerpt**

MAYOR JEFFREY E. GRAHAM PRESIDING

**PRESENT: COUNCIL MEMBER ROXANNE M. BURNS
 COUNCIL MEMBER JOSEPH M. BUTLER JR.
 COUNCIL MEMBER TERESA R. MACALUSO
 COUNCIL MEMBER JEFFREY M. SMITH
 MAYOR GRAHAM**

ALSO PRESENT: MARY M. CORRIVEAU, CITY MANAGER

City Staff Present: Gene Hayes, Ken Mix, Andrew Nichols, Kurt Hauk, Doug Osborne, Barbara Wheeler

Status of Eddy Street

Mayor Graham commented that it sure looks and smells like a regular street and asked if it should be one.

Mr. Hauk advised that there were two properties developed on Eddy Street. They had received agreements one in 1968 and the other in 1982 to install water and sewer at their own costs, off of Breen and Boon. The 1968 license agreement had the provision that if the City installed a sewer on Eddy Street, the City would agree to accept the street.

Council Member Macaluso asked if the same people live there that were there then.

Mr. Hauk stated that he didn't know.

Council Member Butler asked what the City did to Eddy Street during the Breen project.

Mr. Hauk advised that they did just enough work to tie into the existing street, matching the curbs, etc.

Mayor Graham stated that the City plows it and asked if the property owners would have to pay for a repaving of it.

Mrs. Corriveau advised that they would.

Mr. Hauk advised that Moore Alley is a small street off of Moore Avenue. It is currently being repaved and as a private street, the costs are paid by the property owners.

Council Member Butler asked why the City plows Eddy Street.

Mrs. Corriveau advised that they do so for fire and police protection.

Mayor Graham asked what would be involved in making it a City street.

Mr. Hauk advised that the City would have to accept the street, like they did in Summit Woods.

Mayor Graham asked why this street became an issue.

Council Member Butler remarked that one of his constituents was displeased with the look of the street after Breen was done.

Concerning the fact that the exact ownership of the private street is undetermined, Council Member Burns stated that it would be simple enough to ask the City Assessor to check his records.

Mayor Graham commented that we never determined who owned Palmer Street. He commented that he wished they could find a way to get through the Palmer Street mess.

Mrs. Corriveau also asked if the City allows people to run private laterals under City streets.

Mr. Hauk, referring to Eddy Street, explained that there is a manhole and an 8" sanitary sewer that goes back far enough off of Boon to allow the two houses to tie into it.

Council Member Smith, referring to Palmer Street, commented that one of the impediments is that Mr. Battista owns it.

Mrs. Corriveau responded that she would have to pull the file on the research that was done concerning Palmer Street.

Mayor Graham remarked that if we were committed to taking the street, we would just take it, probably through eminent domain.

Mr. Hauk advised that the City can't take Palmer as a dedicated City street as it doesn't meet City Code.

Council Member Macaluso asked if we couldn't fix it so it does.

Mr. Hauk responded that there has to be work done on it.

Council Member Burns commented that there aren't a lot of areas in the City where single homes are being constructed. New parcels have cropped up on Palmer. She commented that she doesn't believe that the people building these homes are sitting back and saying it isn't a dedicated City street. She remarked that it is almost devious on our part in that these folks don't realize that it is not a City street.

Mayor Graham stated that he thinks the City should acquire it.

Council concurred in looking at both Eddy and Palmer Streets to make them dedicated City streets.

Council Member Butler asked how the City takes ownership of a street if the ownership is undetermined.

Mr. Hauk responded that he would call Attorney Slye.

Mayor Graham commented that Council is the visionary and paid staff is here to find ways to make it happen.

**COUNCIL WORK SESSION
CITY OF WATERTOWN
June 12, 2006
7:00 P.M.**

MAYOR JEFFREY E. GRAHAM PRESIDING

PRESENT: **COUNCILMAN STEPHEN J. BRADLEY
COUNCILMAN PETER L. CLOUGH
COUNCILMAN TIMOTHY R. LABOUF
COUNCILMAN JEFFREY M. SMITH
MAYOR GRAHAM**

ALSO PRESENT: **CITY MANAGER MARY M. CORRIVEAU
CITY ATTORNEY ROBERT J. SLYE**

Palmer Street Attorney Slye referred to the prepared report containing letters regarding determining the ownership of the lands which constitute Palmer Street and Palmer Street Extension and requested direction from Council on the next steps.

Mrs. Corriveau said the issue came up when a resident had concerns with the condition of the road.

Councilman Clough asked if it is worthwhile to continue looking for the heir to Palmer Street.

Attorney Slye replied that it is not a dedicated City street and rhetorically asked what benefit is gained if the City takes title to that land.

Mayor Graham commented that there must be deeds for this land.

Attorney Slye responded that deeds were given for all property in this area except for the roadway. He added that deeds were given up to the edge of the road not up to the center.

Councilman LaBouf said there is nothing preventing the City from paving and repairing the road.

Attorney Slye replied that is correct because it is not benefiting one person.

SLYE & BURROWS

ATTORNEYS AT LAW

104 WASHINGTON STREET

WATERTOWN, NEW YORK 13601

 COPY

ROBERT J. SLYE
JAMES A. BURROWS
CHRISTINA E. STONE

(315) 786-0266
FAX: (315) 786-9488

May 23, 2006

City of Watertown
Municipal Building
245 Washington Street
Watertown, New York 13601

Attn: Ms. Mary M. Corriveau
City Manager

Re: Palmer Street

Dear Ms. Corriveau:

In late spring/early summer of 2005, Mayor Graham made an inquiry concerning possible improvements to Palmer Street and Palmer Street Extension. At about the same time, one of the property owners whose lands abut Palmer Street was asking improvements to the street. In the alternative, he threatened to "block off" access along Palmer Street, because he claimed to be an owner of those lands. We were tasked, at that juncture, with determining ownership of the lands which constitute Palmer Street and its extension.

In July 2005, we retained Brownell Abstract Corporation to research title. I have had several phone conversations and meetings with Mr. Yonkovig, of Brownell, to reach a conclusion as to ownership.

Mr. Yonkovig has recently reported his findings in a memorandum dated May 2, 2006. I enclose a copy for your review. In summary, the Palmer Street roadbed appears to remain in the ownership of the heirs of A. Palmer Smith and Timothy A. Smith. As noted in Mr. Yonkovig's memorandum, the fact that the last name is "Smith" makes it very difficult to identify any residuary legatees.

Mr. Yonkovig's research further revealed that, upon reviewing the approximately 250 conveyances out of A. Palmer Smith and Timothy A. Smith, there appear to be no conveyances to the City of Watertown. Further, no deeds were found that were written to the centerline of Palmer Street. Thus, the current abutting property owner's claim that he owns all or a portion of Palmer Street is not supported by the County Clerk's records.

Ms. Mary M. Corriveau
Page 2
May 23, 2006

In order to dedicate Palmer Street and its extension as a "City street," it will be necessary to obtain a width necessary to accommodate a standard City street. Because the deeds on record purport to convey to the edge of Palmer Street, it would be necessary to condemn property from each of the property owners who abut either side of the street north of the right of way which has been previously accepted by the City. In addition, it will be necessary to find the heirs-at-law of A. Palmer Smith and Timothy A. Smith so that they can be named in an appropriate eminent domain proceeding. As shown in Mr. Yonkovig's report, he believes that the additional research to identify the Smith heirs will be close to \$2,000.00. The issue of whether to proceed with this work and, ultimately, whether to dedicate Palmer Street as a "City street," is one to be left to City Council discretion.

We do now know, however, that it appears that no one person can block Palmer Street under some claim of ownership. In the interests of public safety, including improved access to Palmer Street Apartments by emergency vehicles, the City may repair portions of the existing roadway. We see no prohibition against repairs on the basis that the City would be improving private property, as the benefit would be primarily public, and not private.

Please advise whether it is the City's desire to proceed with establishment of a City street, to be reflected on the official map of the City, or whether it is the City's desire merely to maintain the status quo.

Finally, we enclose Brownell's billing for the work done, to date, and ask that the City pay the bill directly.

Thank you.

Very truly yours,

SLYE & BURROWS

By:


Robert J. Slye

RJS/ktf

Enclosures

BROWNELL

ABSTRACT CORPORATION

Michael D. Yonkovic, President

info@brownellabstract.com ~ www.brownellabstract.com

May 2, 2006

To: Atty. Robert Slye, City of Watertown Attorney

From: Michael Yonkovic

Re: Abstractor's Report of Title for Palmer Street Extension

In July of 2005, I was contacted by Attorney Robert Slye, representing the City of Watertown, regarding the title to Palmer Street and Palmer Street Extension. During our discussion it was decided that Brownell Abstract Corporation would be charged with finding the current fee title holders of the roadbed to Palmer Street Extension.

Shortly thereafter, I met with then interim City Engineer, Gary E. Pilon. Mr. Pilon provided me with his inter-office memorandum dated June 13, 2005. Mr. Pilon also provided me with several city tax maps that cover the Palmer Street area. He further explained the City's findings and the City's position regarding Palmer Street Extension.

After reviewing all of the above information it was determined that the best way to proceed would be to find a former owner of the area in and around Palmer Street. A considerable amount of research was conducted in the Jefferson County Clerk's Office to find a deed dated November 1, 1866 to A. Palmer Smith, containing 46.80 acres. Said deed was recorded in the Jefferson County Clerk's Office November 6, 1866 in Liber 168 of Deeds at page 241. The tract of land conveyed by this deed (46.80 acres) covers an area north of Arsenal Street and West of Bellew Avenue. The tract is bounded southerly by Arsenal Street, easterly by Bellew Avenue, northerly by a line approximately parallel to Arsenal Street and 1725 feet from it and westerly by a line approximately parallel to Bellew Avenue and 1494 feet from it. The present day Palmer Street and the so called Palmer Street Extension bifurcates this parcel. By deed dated April 20, 1874, A. Palmer Smith and Mary, his wife, deeded an un-divided one-half interest in said premises to Timothy A. Smith (see Liber 201 of Deeds, page 296 recorded in the Jefferson County Clerk's Office). At this point in time, I think A. Palmer Smith and Timothy Smith owned the fee title to the roadbed of the present day Palmer Street and Palmer Street Extension.

In Jefferson and Lewis Counties:
Corporate Office
135 Park Place, Watertown, NY 13601
Tel: (315) 782-7130 Fax: (315) 782-7177

In St. Lawrence County:
c/o St. Lawrence County Clerk
48 Court Street, Canton, NY 13617
Tel/Fax: (315) 379-9746

We have searched the records in the Jefferson County Clerk's Office for conveyances out of A. Palmer Smith and Timothy A. Smith, starting November of 1866, and find approximately 250 conveyances out of them. We have examined those deeds and find no conveyances to the City of Watertown for Palmer Street or the extension thereof. We did find several deeds out of the Smiths for lots that started in the "margin" or the "side" of Palmer Street. No deeds were found that came out of the Smith's chain of title that were written to the centerline of Palmer Street. I point this out because it appears that the Smith's, or their heirs, may have deeded off everything but the fee title to the roadbed.

One of the last deeds we find is out of the Smith heirs is dated September 9, 1909 for a lot on the easterly margin of Palmer Street, a little north of Emmett Street (Liber 331 of Deeds, page 175). This deed was from the heirs at law of Timothy A. Smith; namely Ralph T. Smith, Carrie S. Smith, Emma A. Reford and Anna V. Schmitz and from the residuary legatees of the Last Will and Testament of A. Palmer Smith; namely Perry R. Smith, Mary L. Smith, Cornelia L. Gennett, Ella L. Chambers, Charles F. Smith and Annie C. Smith.

Recently, I had a discussion with Attorney Robert Slye and he suggested a summary report at this time. At this point, we have not identified the present day individuals who may have an interest to the roadbed of Palmer Street Extension. As can be seen in the paragraph above, in 1909 there were several heirs of A. Palmer Smith and Timothy A. Smith. Usually in cases like this, when title is brought forward, things have a tendency to "snowball". Usually the family tree gets bigger and searching a surname like "Smith" also makes searching more difficult. At this point I feel a considerable amount of research is still required in order to determine the actual current fee ownership. In terms of dollars, I would estimate an additional \$1500 to \$2000 in research fees. I also think that at some point, probably sooner than later, a survey of the premises would be required. Besides needing a survey for any future court proceedings, a survey description of the premises would be required in order to complete the abstract of title, which would be our final product. Without certifying a survey, our abstract of title would start with the deed into A. Palmer Smith in 1866 and would show every conveyance out of him. A search like this would get to be very voluminous.

If anyone has questions or comments at this time, please feel free to contact me. I will await instructions as to how or if I am to proceed.

BROWNELL ABSTRACT CORPORATION



Michael Yonkovig
President

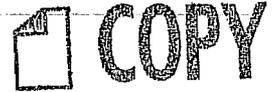
BROWNELL ABSTRACT CORPORATION

invoice

IN JEFFERSON COUNTY:
 135 Park Place • Watertown, NY 13601
 Phone (315) 782-7130
 Fax (315) 782-7177
 County Clerk Phone (315) 779-8599
 E-Mail: info@brownellabstract.com

IN ST. LAWRENCE COUNTY:
 Brownell Abstract Corporation
 c/o St. Lawrence County Clerk
 48 Court Street • Canton, NY 13617
 Phone (315) 379-9746

DATE: 5/2/2006
 INVOICE NO. M14723



BILL TO:
 CITY OF WATERTOWN
 C/O ROBERT SLYE
 SLYE & BURROWS
 104 WASHINGTON ST.
 WATERTOWN, NY 13601

		TOWNSHIP	TERMS	PROJECT
		CITY	Net 30	
QUANTITY	DESCRIPTION	RATE		AMOUNT
	MEETINGS WITH CITY ATTORNEY ROBERT SLYE ; MEETING WITH CITY ENGINEER GARY PILON; RESEARCHING TITLE IN THE JEFFERSON COUNTY CLERK'S OFFICE - INCLUDING VARIOUS DEED COPIES; AND PREPARATION OF ABTRACTOR'S REPORT OF TITLE RE: PALMER STREET EXTENSION	650.00		650.00
		TOTAL		\$650.00

Thank You!

**REGULAR COUNCIL MEETING
CITY OF WATERTOWN
June 20, 2005
Excerpt**

MAYOR JEFFREY E. GRAHAM PRESIDING

PRESENT: **COUNCILMAN STEPHEN J. BRADLEY
COUNCILWOMAN ROXANNE M. BURNS
COUNCILMAN PETER L. CLOUGH
COUNCILMAN TIMOTHY R. LABOUF
MAYOR GRAHAM**

ALSO PRESENT: **CITY MANAGER MARY M. CORRIVEAU
ATTORNEY ROBERT J. SLYE**

Palmer Street

Council reviewed to Mr. Pilon's report.

Mayor Graham remarked that this is clearly a street.

Mr. Pilon explained the history of the area regarding right of way, sewer and water laterals and showed a map of the area to Council.

Mayor Graham remarked that if we are encouraging development in that area, we should also have the services available in the area.

Councilwoman Burns commented that the City would be foolish to expect development if the City isn't going to provide these services.

Discussion was held concerning wells or City water in the area. Residents that were present indicated that some of the properties do have wells.

Mrs. Corriveau advised that the City does not own the property now.

Attorney Slye explained that before any money can be spent on the road, it has to be a dedicated City street. This would have to be referred to the Planning Board and a public hearing would have to be held. He explained that condemnation might be the appropriate course of action. However, he would like to do research on this first. He also commented that Town Law doesn't apply to cities. Therefore, plowing or filling in holes doesn't make it the City's. It has to be on an official City map to be considered a dedicated street.

Mrs. Corriveau advised that if the City takes it, they would have to be ready to improve it as well. She asked the Council to consider the decision. She explained that there are other areas in the City that have streets drawn on maps and they are not used. However, if development occurs in those areas, they would be used. She also referred to Spindle Lane, which is off Loomis Drive.

She questioned if the City would put in water and sewer on the lane if development occurred there.

Mayor Graham commented that if the City wants development to come in, we should make sure that the utilities are available. In referring to Spindle Lane, Mayor Graham remarked that Palmer and Gaffney are different situations than Spindle Lane is.

Mrs. Corriveau responded that the City puts signs up and plows other non-city streets.

Mayor Graham commented that it is a bad policy to be building houses without municipal infrastructure being available.

Attorney Slye remarked that he is concerned that Council not paint the streets with a broad brush, as it should be done with a drafting pencil with each street being considered separately.

Mayor Graham remarked that the City should begin the process as Attorney Slye indicated.

Councilman Bradley commented that the developer built the road, not the City.

Mr. Pilon explained that there was a road there before, however the developer just improved it.

Councilwoman Burns remarked that she supports the Mayor. She commented that Spindle Lane is not a good comparison to Palmer Street and Gaffney Drive. Both of those streets are used to get to City streets on both ends of them.

Councilman Bradley commented that we need to look at each street separately.

Attorney Slye also advised that relative to Gaffney Drive, he has attempted to contact the estate and no response has been received at this point.

Councilman Clough remarked that residents on Merline Avenue had the same problem. He stated that he thought Council has asked for a report on all of these streets.

Mr. Pilon explained that the residents on Merline Avenue had installed their own services as they had been previously advised to do. He also explained that there has not been enough time to prepare the requested report.

Mrs. Corriveau explained that discussions had also been held concerning paper streets and a list is being put together. Each one is a different situation and requires research.

Council concurred to move forward and requested a report on how to obtain title relative to Palmer Street.

INTER-OFFICE MEMORANDUM

DATE: June 13, 2005
TO: Mary Corriveau, City Manager
FROM: Gary E. Pilon, Interim City Engineer
SUBJECT: Palmer Street

Gary E. Pilon

History:

Palmer Street, as it is known, runs from the northerly margin of Arsenal Street, 966 feet northerly to a point approximately opposite the center of PN 808103, 177 Palmer Street. The roadway continues on past Emmett Street (a dedicated city street) to a point approximately 233 feet northerly from the northerly margin of Emmett Street. The first section (966' from Arsenal Street) was accepted and dedicated as a street by the Common Council in 1879 and is, therefore, considered dedicated city street. The latter section, approximately 745 feet in length, was thought by most to be a dedicated city street until a few years ago when it was discovered that there is no available record of acceptance of this portion of the street in our Engineering Department files. The end of the first section and the entire second section appear on the attached Map "A"

Also shown on Map "A" is a triangular piece of property at the SE corner of Palmer Street and Emmett Street that was deeded to the City of Watertown on November 27, 1995 for street purposes. It is a corner cutback for that intersection. References in the deed tie this property to the "easterly margin of Palmer Street". Although the assessment maps show this triangle as part of the street, there is no record of street acceptance by the City Council for this piece of property.

The roadway continues beyond the end of the aforementioned second section of "Palmer Street" across private property occupied by the Palmer Street Apartments. This area is shown as the "Travled^{sp} Way" on the attached Map "B". The roadway then continues on a westerly course across the City owned parcel of land identified as PN 814119, through which also runs the Western Outfall Trunk Sewer. It should be noted that, during the site plan approval process for construction of the Palmer Street Apartments, in 1985, the developers had agreed to dedicate a 50' strip of land on the westerly side of the property to the City for street purposes. The existing roadway on that property is commonly referred to as Palmer Street Extension. The Planning Board recommended that the City Council accept the property, but the Council chose NOT to accept it at that time.

In order to satisfy HUD requirements, the developers agreed to improve the roadway from Wealtha Avenue to the entrance of the Palmer Street Apartments and install a public water main along that roadway on the City owned parcel, PN 814119, in exchange for legal right of reasonable access across that property. The City Council granted and released unto the public, a continued right of access across the parcel by "Declaration of Easement", dated May 1, 1986, which was recorded on 9/19/1986 in book 1039, page 252 in the County Clerk's office. The City further agreed to maintain this portion of roadway after the developers had improved it.

In 1997, City Manager Hiller was contacted by Mark Purcell, one of the developers, to have the portion of roadway across the Palmer Street Apartments property upgraded and improved by the City. The developers were in default of their loan re-payment and the Manager told Mr. Purcell, if the developers would come current on the loan, that money might be used to improve the roadway. At that time (March 1997), the estimate of cost to improve the road, without any water or sewer work, was \$288,000 according to former City Engineer, Robert Upson.

Additional Research:

I had our resident surveyor, Thomas Storino CE II, research the deeds to properties fronting on the aforementioned second section of "Palmer Street", as shown on Map "A" to make sure that the property deed descriptions did not include any portion of the existing "street" or road. All of the deeds researched referenced either the easterly margin of Palmer Street, or the westerly margin of Palmer Street when describing the street frontage of the respective properties. In other words, the abutting property owners do not own, nor do they pay taxes on any portion of the "street" shown on Map "A". The current owners of the Palmer Street Apartments are the only parties who actually own and pay taxes on the property upon which the roadway lies.

I must point out, that there are property owners on the westerly side of the roadway that runs across the Palmer Street Apartment property. Their only street access is via the extension of Palmer Street.

Conclusions:

- It can be concluded that the City has perhaps accepted portions of this roadway as a street through long use. That is a question for the legal eagles.
- The City has accepted the portion of the roadway across PN 814119 as a public right of way.
- It appears that the portion of the roadway lying between the dedicated portion of Palmer Street and the Palmer Street Apartments property, shown

on the maps as private property, has not appeared on the assessment rolls for many years and no one has paid taxes on that property.

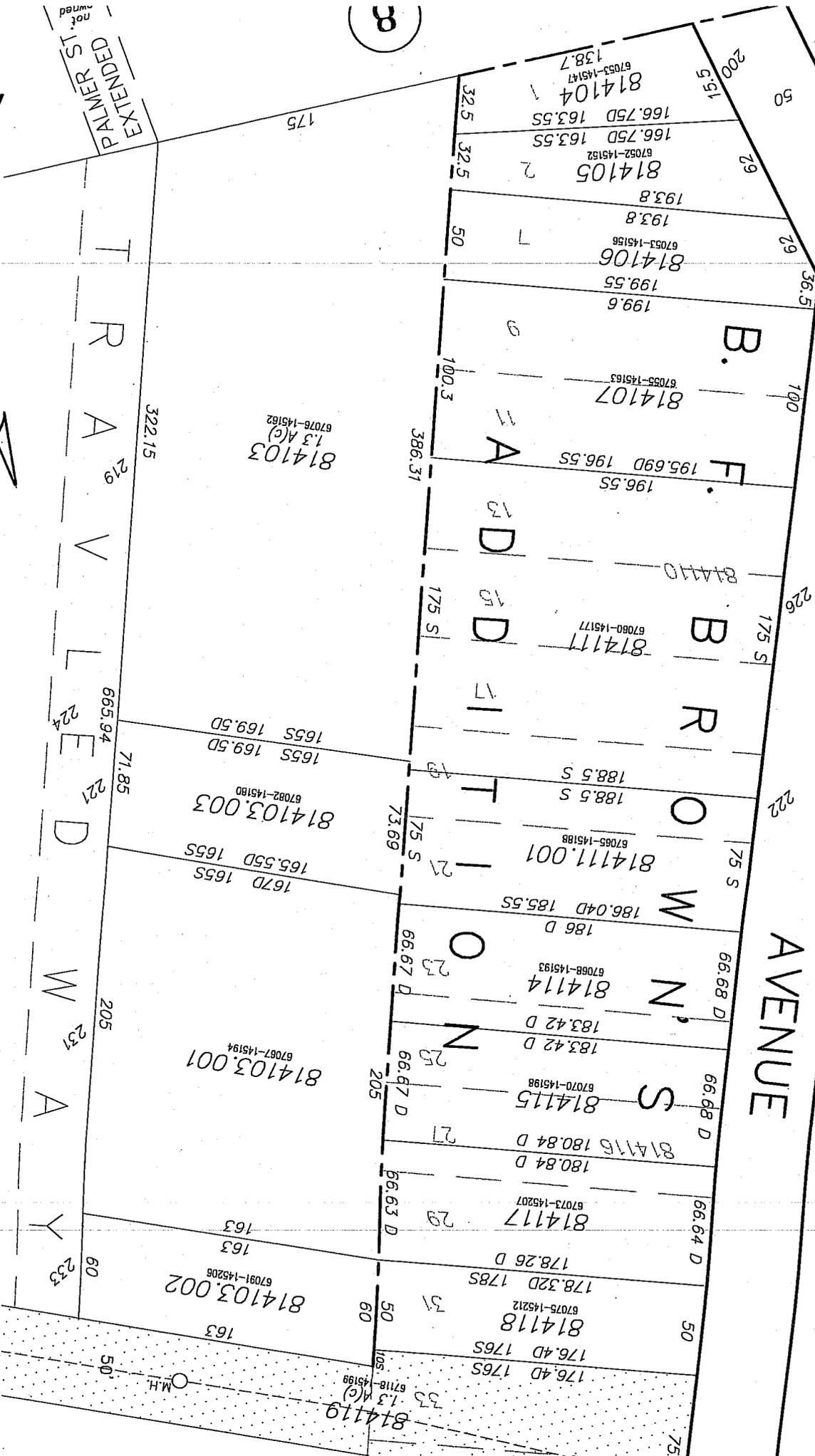
- The City has plowed the entire roadway for several years, for public safety reasons, if for no other reason.
- Now would appear to be an appropriate time for a decision to be made on the status of street acceptance for this roadway, which is used by the public on a daily basis.

Please contact me if you have any further questions in this matter

cc: Eugene Hayes, Supt. of Public Works
Ken Mix, Planning and Community Development Coordinator
Robert Slye, Corporation Counsel

WEALTHA

AVENUE



MAP "B"

Palmer St. Apts

EXTENDED PALMER ST. not shown

TRAVLER AVENUE

322.15

71.85

205

60

50

219

219

222

221

231

231

233

60

50

75

814103
1.3 A(c)
67076-145182

814103.003
67082-145180

814103.001
67087-145194

814103.002
67091-145208

814119
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67118-145199

814104
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814110
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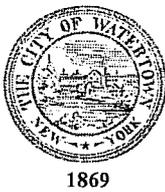
67118-145199

3

September 1, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Merline Avenue

At the request of the City Council, City Engineer Kurt Hauk put together the attached pre-design estimate of the cost of installing water and sanitary sewer lines on Merline Avenue.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

August 4, 2011

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Merline Avenue Utility Estimate

Enclosed is the Pre-Design Estimate to perform the installation of sanitary sewer and water mains the length of Merline Avenue that was requested by the Council.

The total project cost is estimated at approximately \$370,000 for the complete installation. The assumptions for the estimate are the following:

1. In house survey and design
2. Construction performed by a contractor
3. Contracted construction inspection

The breakdown by fund is:

Water Fund: \$199,000

Sewer Fund: \$171,000

There are currently two properties on Merline Ave. that are known to be on septic systems that would be required to tie into the new sanitary main should it be installed.

Cc. Gene Hayes, Superintendent of Public Works
Ken Mix, Planning and Community Development Coordinator
Gary Pilon, Water Superintendent
Jim Mills, City Comptroller

PROJECT: Merline Avenue
FROM: Bradley St.

TO: Dead End

DATE: 3-Aug-11

	LF	COST	TOTAL
Sidewalk Replacement	0	\$ 89.00	\$ -
Storm Sewer Replacement	0	\$ 144.00	\$ -
Street Reconstruction (28')	0	\$ 268.00	\$ -
Water Main Replacement	850	\$ 180.00	\$ 153,000.00
San. Sewer Main Replacement	850	\$ 154.00	\$ 130,900.00
			\$ 283,900.00 SUBTOTAL
	LS		
M&PT	1	4% OF ST	\$ 11,356.00
Survey & Stakeout	1	5% OF ST	\$ 14,195.00
Mobilization	1	5% OF ST	\$ 14,195.00
Construction Inspection	1	10% OF ST	\$ 28,390.00
			\$ 352,036.00 PROJECT CONSTRUCTION COST
	LS		
Project Survey & Design	0	10%	\$ -
Contingency	1	5% All Costs	\$ 17,601.80
			\$ 369,637.80 TOTAL COST

**CITY COUNCIL MEETING
CITY OF WATERTOWN
August 1, 2011
Excerpt from Minutes**

MAYOR JEFFREY E. GRAHAM PRESIDING

PRESENT: COUNCIL MEMBER ROXANNE M. BURNS
COUNCIL MEMBER JOSEPH M. BUTLER JR.
COUNCIL MEMBER TERESA R. MACALUSO
COUNCIL MEMBER JEFFREY M. SMITH
MAYOR GRAHAM

ALSO PRESENT: MARY M. CORRIVEAU, CITY MANAGER
CITY ATTORNEY ROBERT J. SLYE

City staff present: Jim Mills, Elliott Nelson, Doug Osborn, Ken Mix, Kurt Hauk

Merline Avenue:

Mrs. Corriveau reviewed the memo with Council.

Council Member Macaluso inquired about the cost of the project.

Mrs. Corriveau replied she did not know.

Council Member Smith asked if this is a paper street.

Mrs. Corriveau noted it is a non-dedicated City street and the portion in question is in the 500 block of Merline Avenue.

Mayor Graham suggested that the City pay one third of the cost of installing a six-inch line and the property owners pay the remaining two-thirds. He asked about the length of the street.

Mr. Hauk replied that he does not have that number.

Mayor Graham inquired if there are cost estimates.

Mrs. Corriveau asked if the City was planning on paying for it.

Council Member Macaluso commented that she did not think the City could pay the entire cost but that it can help by paying a portion. She asked how many houses are on the street.

Mrs. Corriveau said it depends on the block.

Council Member Butler commented that spending money on this project would be a good way to diversify funds and would be money well-spent.

Mayor Graham noted that this has come up several times in the past and suggested a report on the issue.

Mrs. Corriveau asked if both water and sewer would be installed, noting that the properties which sparked this issue recently are vacant lots, versus existing homes on the street.

Mayor Graham stressed identifying the homes on the street which are not on a City sewer line.

Mrs. Corriveau told Council if a sewer line is installed, the owners on the street would be forced to opt in, based upon City Code.

August 31, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Accepting Water Mains at the Proposed Fairfield Inn on Commerce Park Drive and Gaffney Drive

The developer for the proposed Fairfield Inn Hotel being constructed at the corner of Commerce Park Drive and Gaffney Drive has asked that the City of Watertown accept the water mains for the project as public water mains after installation has been completed.

The City's policy has been to accept developer built water and sewer lines as public mains if those mains service more than one property, are built within the street right of way, or are built on or across private property for the general benefit of the City's water or sewer distribution systems. Although these water mains will be serviced to only one property owner at this time, Water Superintendent Gary Pilon is recommending that the City accept it as public water mains after installation as it is very likely that that the property will be subdivided and developed in the future.

If the City Council concurs with this recommendation, Staff will prepare the appropriate resolution when construction of the water mains are completed.

Watertown Water Department

Inter-office Memo



DATE: August 31, 2011

TO: Mary Corriveau, City Manager

FROM: Gary Pilon *GP*

SUBJECT: Agenda Item
Request from Thousand Islands Hospitality, LLC
For acceptance of on-site water lines for the
Proposed Fairfield Inn on Commerce Park Drive and Gaffney Drive

Attached is a letter from Thousand Islands Hospitality, LLC, the developer for the proposed Fairfield Inn hotel being constructed at the corner of Commerce Park Drive and Gaffney Drive, and a copy of the utility plan for the project.

The developer is requesting that the City accept the water mains for the project as public water mains after the installation has been completed. The developer wishes to provide easements within the property and turn over the water lines to the City for future maintenance.

The site plan for the property indicates that there will be a second hotel and a restaurant on the property. The developer does not intend to sub-divide the property until such time as the other structures are to be constructed.

The City's general policy has always been to accept developer built water and sewer lines as public mains if those mains service more than one property, are built within the street right of way, or are built on or across private property for the general benefit of the City's water or sewer distribution systems.

One section of the proposed water main will be constructed within the Gaffney Drive street right of way, and that section should definitely be accepted by the City as a public water main. The on-site sections, however, will initially serve a single property. Given the fact that it is very likely that this property will be sub-divided when the remainder of the property is eventually developed, it would probably make sense for the City to accept the water mains, fire hydrants, and other main appurtenances, exclusive of the water services to the structure(s).

I would appreciate an indication on the part of the City Council as to whether or not they wish to accept the water mains after they have been installed by the developer and approved for service by the NYSDOH.

cc: Kurt Hauk, City Engineer
Justin Wood, CE II
Cody Salisbury, Supervisor of Water Distribution System Maintenance

From:
Thousand Island Hospitality, LLC
299 Broadway – Suite 1215
New York, NY 10007

To:
City Hall
245 Washington St, Room 302A
Watertown, NY 13601
Attn: Jeffrey E. Graham, Mayor

Date: 8/17/11

Re: Water Main Loop – Request to Turnover to City of Watertown
Fairfield Inn & Suites by Marriott – New Hotel Project
Watertown, NY

Dear Mr. Graham,

We are requesting to turn the new water main loop we will be installing at the new Fairfield project over to the City of Watertown.

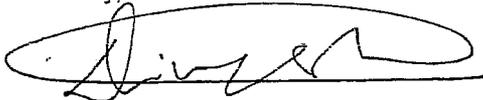
We have designed and will construct the new water main loop in accordance with the City Standards and will provide the necessary easements. The water main loop design was handled by our civil engineer Julian Clark with Plumley Engineering; he has worked closely to design the water main loop per what the City requires.

We are not proposing to subdivide at this time, but the need to subdivide the property may arise in the future. As such, we want the water system, which needs to be constructed now, to be acceptable to the City.

Please see attached drawing from civil engineer UP 1 of 5 dated January 2010 which shows the water main looped noted in this letter.

I look forward to your favorable response on this matter so we can move forward with this process.

Sincerely,



Mr. Divyesh Kakadia - Owner
Office #646-344-1097

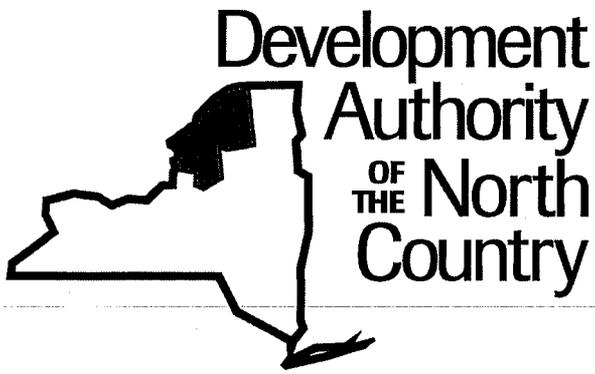
cc: Gary Pilon, Water Superintendent
City Hall, 245 Washington St., Rm. 202
Watertown, NY 13601

Ron Baden, Project Manager @ Eastern Hospitality Advisors – Construction Manager
651 Delaware Avenue, Buffalo, NY 14202 Office #716-362-1220

August 25, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: October Work Session

The Work Session for October falls on Monday, October 10th, which is Columbus Day. City offices are closed that day and the meeting would normally be moved to Tuesday evening. I will be out of town that whole week and would like to suggest that the work session be moved to the fourth Monday, October 24th. Please let me know if this proposal is acceptable.



Development Authority Open House

Saturday, September 17
10 AM to 2 PM

Solid Waste Management Facility
Route 177, Rodman, New York

COME JOIN THE FUN!

- Fun Activities for the Kids
- Environmental Displays & Presentations
- Bus Tours
- Nature Walks
- Live Birds of Prey
- Touch-A-Truck
- NYS Zoo at Thompson Park Exhibit

