

**CITY OF WATERTOWN, NEW YORK  
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, November 2, 2009, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Accepting Bid for Purchase of Fire Hydrants and Parts, Martisco Corporation
- Resolution No. 2 - Approving the Inter-Governmental Agreement Between the City of Watertown and the United States Department of Agricultural, Animal and Plant Health Inspection Service, Wildlife Services, to Establish and Administer a Crow Roost Dispersal Program
- Resolution No. 3 - Approving Pole Attachment Agreement, National Grid
- Resolution No. 4 - Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program
- Resolution No. 5 - Approving Change Order No. 1 to Contract With Bat-Con, Inc., Ten Eyck Street
- Resolution No. 6 - Agreement Change Order No. 1 to Contract With Marcellus Construction Company, Western Outfall Trunk Sewer
- Resolution No. 7 - Approving the Site Plan for an Addition to the Parking Lot Located at 1067 Marble Street, Parcels Number: 04-27-330.000 and 04-27-301.000

**ORDINANCES**

Ordinance No. 1 - Amending the Ordinance Dated January 16, 2007, as Previously Amended April 6, 2009, Authorizing the Issuance of \$245,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Combined Sanitary Sewer Replacement Between Chestnut and Holcomb Streets, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$325,000

**LOCAL LAW**

**PUBLIC HEARING**

**OLD BUSINESS**

**STAFF REPORTS**

1. Boards and Commissions

**NEW BUSINESS**

**EXECUTIVE SESSION**

**WORK SESSION**

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, NOVEMBER 16, 2009.**

October 27, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Accepting Bid for Purchase of Fire Hydrants  
and Parts, Martisco Corporation

The City Purchasing Department has advertised and received sealed bids for the purchase of new and unused Fire Hydrants and Fire Hydrant repair parts for installation by the City Water Department, per our bid specifications.

Invitations to bid were issued to six (6) prospective bidders with four (4) bids received and publicly opened and read in the City Purchasing Department on Monday, October 26, 2009, at 11:00 a.m. Details regarding the bids received are contained in City Purchasing Agent Robert J. Cleaver's memorandum.

Mr. Cleaver reviewed the bids received with Water Superintendent Gary E. Pilon, and it is their recommendation that the City accept the bid submitted by Martisco Corporation in the amount of \$15,033.90, as the lowest qualifying bid meeting the City's specifications.

A resolution accepting the bid submitted by Martisco Corporation has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Accepting Bid for Purchase of Fire Hydrants and Parts, Martisco Corporation

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

YEA	NAY

***Introduced by***

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WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of new and unused Fire Hydrants and Fire Hydrant parts for installation by the City Water Department, and

WHEREAS invitations to bid were issued to six (6) prospective bidders with four (4) bids received and publicly opened and read in the City Purchasing Department on Monday, October 26, 2009, at 11:00 a.m., and

WHEREAS City Purchasing Agent Robert J. Cleaver and Water Superintendent Gary E. Pilon reviewed the bids received, and it is their recommendation that the City Council accept the bid submitted by Martisco Corporation, 107 Terminal Road East, Liverpool, New York, in the amount of \$15,033.90 as the lowest qualifying bid meeting the City's specifications, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bid submitted by Martisco Corporation for the purchase of fire hydrants and parts in amount of \$15,033.90. as the lowest qualifying bidder meeting City specifications.

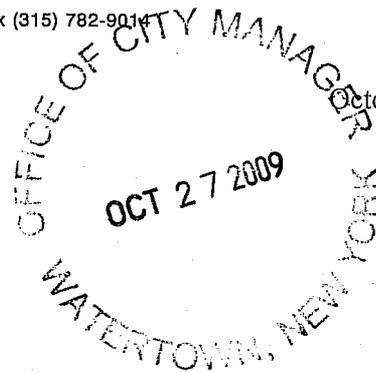
**Seconded by**



# CITY OF WATERTOWN, NEW YORK

ROOM 205, MUNICIPAL BUILDING  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601  
Tel. (315) 785-7749 • Fax (315) 782-9014

ROBERT J. CLEAVER  
PURCHASING AGENT



October 26, 2009

To: Mary Corriveau  
From: Robert J. Cleaver  
Subject: Fire Hydrant Parts Bid

The City's Purchasing Department in conjunction with the Water Department, advertised in the Watertown Daily Times on Tuesday, October 13, 2009 calling for sealed bids for the purchase of new and unused Fire Hydrants and Fire Hydrant parts per our bid specifications.

Invitations to bid were issued to 6 prospective bidders with 4 bids received and publicly opened and read in the Purchasing Department on Monday, October 26, 2009 at 11:00 am local time. Results of those bids are as follows:

Martisco Corp, 107 Terminal Road East Liverpool, N.Y. 13088	delivery 7 – 21 days	\$15,033.90
Vellano Brothers 7 Hemlock Street Latham, N.Y. 12110	delivery 21 – 28 days	\$15,397.60
Blair Supply 785 Beahan Rd. Watertown, N.Y. 13601	delivery up to 30 days	\$15,597.26
RAMSCO 2208 State Route 5 Utica, N.Y. 13502	delivery – not specified	\$15,930.00

I have reviewed the bid submittals with Water Superintendent, Mr. Gary Pilon and I concur with his recommendation that the contract be awarded to Martisco Corp, Liverpool, N.Y., the lowest qualified bidder meeting our specification in the amount of \$15,033.90.

Please contact me at your convenience if you have any questions regarding this recommendation.

Cc: Gary Pilon, Superintendent of Water  
Cody Salisbury, Supervisor Water Distribution  
Jim Mills, City Comptroller  
File

# Watertown Water Department

## Inter-office Memo

OFFICE OF CITY MANAGER  
OCT 26 2009  
WATERTOWN, NEW YORK

**DATE:** October 26, 2009

**TO:** Mary Corriveau, City Manager

**FROM:** Gary Pilon, Supt. of Water

**SUBJECT:** Bid for Fire Hydrant Parts

Bids were received and opened at 11:00 am today for fire hydrant repair parts in the office of the City Purchasing Agent.

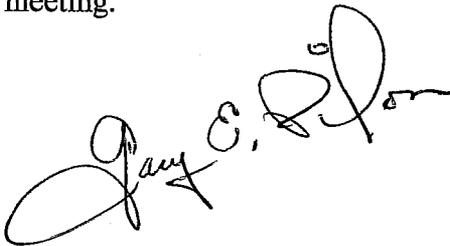
The request for bids was advertised in the Watertown Daily Times and invitations to bid were sent to vendors from whom we routinely purchase water main products.

Bids were received from four (4) vendors. All four bidders were qualified and the bid packages were in order. The vendors and their bids were as follows:

Martisco Corporation, Liverpool, NY	\$15,033.90
Vellano Bros., Latham, NY	\$15,397.60
Blair Supply Corporation, Watertown, NY	\$15,597.26
RAMSCO, Utica, NY	\$15,930.00

I hereby recommend that the award for the purchase of hydrant parts be granted to Martisco Corporation, 107 Terminal Road East, Liverpool, NY 13088, having submitted the low bid in the amount of \$15,033.90.

Please take the necessary steps to have this placed on the agenda for the next City Council meeting.



cc: Jim Mills, Comptroller  
Bob Cleaver, Purchasing Agent  
Cody Salisbury, Supervisor of Water Distribution System Maintenance  
Julie Bailey, Principal Account Clerk

October 28, 2009

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Crow Roost Dispersal Program 2009-2010

Since 2005, the City has hired the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) Wildlife Services to administer and conduct a crow roost dispersal program in the City. The non-lethal program uses multiple hazing methods including distress calls, pyrotechnics, predator eye balloons and lasers with the objective of reducing winter crow roosts in the City. The program has been successful in the past as it has helped alleviate the burden of urban crows in the downtown area as well as throughout the City.

Staff has been working with Wildlife Services again this year to develop the attached Inter-Governmental Agreement and Work Plan to conduct the program for 2009-2010. Under the work plan, Wildlife Services will provide trained USDA Wildlife biologists/specialists to implement an initial 3 day hazing program to disperse the crows from roosting in the City at a cost of \$5,950. Wildlife Services will also provide 1 day follow up hazing treatments when requested by the City at a cost of \$1,185 per visit. The prices in the agreement have remained unchanged from last year.

A resolution approving the Agreement between the City of Watertown and the USDA-APHIS-Wildlife Services for a Crow Roost Dispersal Program is attached for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving the Inter-Governmental Agreement Between the City of Watertown and the United States Department of Agricultural, Animal and Plant Health Inspection Service, Wildlife Services, to Establish and Administer a Crow Roost Dispersal Program

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

YEA	NAY

***Introduced by***

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WHEREAS, the City of Watertown has been in contact with the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) regarding professional services to help alleviate the nuisance of crows within the City and to administer a non-lethal crow roost dispersal program, and

WHEREAS, the City of Watertown has an urban winter crow roost that is a threat to human health and safety, causes damage to buildings and cars and results in associated clean up costs, and

WHEREAS, the USDA uses multiple hazing methods including distress calls, pyrotechnics, predator eye balloons and lasers with the objective of reducing winter crow roosts, and

WHEREAS, by using this strategy, the crows should relocate to an alternate, more suitable roosting site reducing local conflicts associated with urban roost,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Inter-Governmental Agreement between the City of Watertown and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services to establish and administer a crow roost dispersal program.

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Mary M. Corriveau, to execute the Agreement on behalf of the City of Watertown.

**Seconded by**

**INTER-GOVERNMENTAL AGREEMENT**

**CITY OF WATERTOWN  
And  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
WILDLIFE SERVICES (WS)**

**ARTICLE 1**

The purpose of this Inter-Governmental Agreement (Agreement) is to establish and administer a cooperative program on behalf of the City of Watertown who wishes to retain the professional services of USDA-APHIS-Wildlife Services (WS) for a wildlife management program. The objective of this agreement is to conduct a crow roost dispersal program using multiple methods including distress calls, pyrotechnics, predator eye balloons and lasers in Watertown that will reduce conflicts associated with urban winter crow roosts in the City. As used herein City shall mean the City of Watertown, acting through its City Manager, either personally or through their duly authorized representatives.

**ARTICLE 2**

APHIS-WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS-WS and CITY mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

Mary M. Corriveau, City Manager  
City of Watertown  
245 Washington St., Suite 302,  
Watertown, NY 13601

and

Martin S Lowney, State Director  
USDA, APHIS, Wildlife Services  
1930 Route 9  
Castleton, NY 12033-9653

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan. Personnel authorized to attend meetings under this Agreement shall be Mary M. Corriveau or her designee, Martin Lowney or his designee, and/or those additional persons authorized and approved by Mary M. Corriveau, and the State Director.
3. APHIS-WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4**

CITY agrees:

1. To authorize APHIS-WS to conduct direct control activities to reduce human health and safety risks and property damage associated with an urban crow roost. These activities are defined in attachment A, Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the CITY. The CITY will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS-WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The CITY will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS-WS the CITY authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. APHIS-WS shall be responsible for administration and supervision of the program.
5. To coordinate with APHIS-WS before responding to all media requests.

#### **ARTICLE 5**

APHIS-WS Agrees:

1. To provide qualified personnel to initiate, administer and conduct an integrated wildlife damage management program for the CITY as described in the Work Plan of this agreement.

2. To designate to the CITY the APHIS-WS authorized representative who shall be responsible for the joint coordination and administration of the activities conducted pursuant to this Cooperative Service Agreement.
3. To help secure all necessary wildlife permits to conduct an integrated program.
4. To follow safety guidelines that complies with APHIS-WS and City guidelines.
5. To bill the CITY for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. APHIS-WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the CITY shall have the right to inspect and audit such records.
6. To coordinate with the CITY before responding to all media requests.

#### **ARTICLE 6**

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

#### **ARTICLE 7**

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

#### **ARTICLE 8**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

#### **ARTICLE 9**

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS- WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

#### **ARTICLE 10**

The CITY certifies that APHIS-WS has advised the City that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, the City requests APHIS-WS provide wildlife management services as stated under the terms of this agreement.

**ARTICLE 11**

The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

**ARTICLE 12**

This Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

CITY Taxpayer Identification Number (TIN) 15-6000419

**CITY OF WATERTOWN:**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Mary C. Corriveau  
City Manager  
City of Watertown  
Suite 302, Municipal Building  
Watertown, NY 13601

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Martin S Lowney, State Director  
USDA, APHIS, Wildlife Services  
1930 Route 9  
Castleton, NY 12033-9653

## ATTACHMENT A - WORK PLAN

### HISTORY, PURPOSE, AND NEED

The City of Watertown has requested assistance from Wildlife Services following several years of increased complaints from residents and city officials regarding crow (*Corvus brachyrhynchos*) damage in the City. The expressed concerns include damage to buildings and cars, the associated clean up costs, as well as the threat to human health and safety related to potential disease transmission from an excessive accumulation of crow feces.

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require an offending animal(s) be killed or that populations of offending species be reduced.

### PROPOSAL OBJECTIVE

In cooperation with the City of Watertown, WS will develop and implement an integrated crow roost dispersal program to assist the City in resolving conflicts associated with an urban winter crow roost.

### PLANNED WILDLIFE SERVICES ACTIVITIES

1. Provide trained USDA Wildlife biologists/specialists to implement an integrated wildlife damage management program to disperse crows from roosting in the City of Watertown for an initial 3 day hazing treatment.
2. To provide 1 day follow-up hazing treatment when requested by the City.
3. Provide technical assistance to city management on habitat modification methods to reduce site specific crow damage and to provide training as requested on bird dispersal techniques.
4. Apply additional follow up hazing as requested by the City and described in the Attachment B (financial plan) through March 31, 2010, or another period mutually agreeable by both parties to determine the effectiveness of crow management in the City.

### EFFECTIVE DATES

This cooperative agreement shall become effective on November 15, 2009 and shall expire on March 31, 2010.

## ATTACHMENT B - FINANCIAL PLAN

November 15, 2009 – March 31, 2010

### Initial treatment

Salaries and Benefits	\$3,150
Supplies/Equipment/Travel	\$1,700
Vehicle expense	\$600
Program Support	<u>\$500</u>
<b>TOTAL</b>	<b>\$5,950</b>

### Follow-up treatment

Salaries and Benefits	\$610
Supplies/Equipment/Travel	\$300
Vehicle expense	\$150
Program Support	<u>\$125</u>
<b>TOTAL</b>	<b>\$1,185</b>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the goals of this agreement, but may not exceed \$5,950 for the initial treatment and \$1,185 for each follow-up treatment.

### Financial Points of Contact

For any questions regarding the invoice, please contact:

David Vail  
USDA, APHIS, Wildlife Services  
1930 Route 9  
Castleton, NY 12033  
(518) 477-4837

October 26, 2009

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Approving Pole Attachment Agreement, National Grid

Over the years, the City of Watertown has used the facilities now owned by National Grid (formerly Niagara Mohawk) to display the City's holiday decorations. In support of the City's initiative, National Grid has forwarded, for City Council approval, a Pole Attachment Agreement that provides the policies and procedures regarding the placing of decorative attachments to their utility poles.

While the Agreement calls for the City to obtain Liability Insurance to indemnify National Grid, the City is self-insured for liability insurance. In response to this requirement, the City has in prior years, and will again this year provide National Grid with a letter indicating the fact that we are self insured and will agree to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement.

Under the terms of this contract, the City of Watertown is charged for the energy consumed. While the contract term is from November 9, 2009 through January 31, 2010, the lights will only be energized from 6:00 p.m. on December 3, 2009 through 4:00 p.m. on January 4, 2010.

A resolution approving the Agreement has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Pole Attachment Agreement,  
National Grid

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

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City of Watertown desires to display holiday decorations throughout the community, and

WHEREAS National Grid, owners of the street lighting system, wishes to permit civic organizations and/or municipal corporations to temporarily attach seasonal decorations, announcements and special-event notifications to their facilities, and

WHEREAS National Grid has asked the City to approve a Holiday Decoration Attachment Agreement to cover the use of their facilities,

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

BE IT FURTHER RESOLVED that the City of Watertown hereby agrees to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement, and

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

**Seconded by**

Date \_\_\_\_\_

NIAGARA MOHAWK  
Systems Risk Management Department  
300 Erie Boulevard West  
Syracuse, NY 13202

Dear Sirs/Madams:

In consideration of your permitting the \_\_\_\_\_ City \_\_\_\_\_ of Watertown, New York, hereinafter called Licensee, and/or its contractor, to attach street decorations to your electric poles or other facilities in the \_\_\_\_\_ City \_\_\_\_\_ of Watertown, New York, during the period from November 9, 2009 to January 31, 2010, the Licensee, hereby agrees to defend, protect and save harmless, Niagara Mohawk Power Corporation, its successors, assigns, officers and employees from all injury and damage to its or their property or persons and from and against any and all claims, demands, orders, injuries, damages, proceedings, suits, actions, judgments, and liabilities of every kind and nature, including but not limited to attorneys fees, arising out of, or resulting at any time hereafter from the attachment, maintenance or removal of said decorations to any and all poles and other fixtures, facilities or properties owned or used by Niagara Mohawk Power Corporation in said City of Watertown, New York.

Furthermore, we understand that Niagara Mohawk does not make any representation of warranty as to the present or future strength, condition, or state of repair to any poles, wires, or apparatus. Individuals shall be test or observation determines that poles are safe to climb. If the integrity of any poles is in question or is marked as unsafe, individuals shall confirm said condition with Niagara Mohawk and refrain from ascending the pole. Should the Licensee, or its contractor, objectively decide to ascend a questionable pole, Licensee shall assume all risk of loss and liability and to any person(s) who may be injured or any property that may be damaged as a result of that action, and shall indemnify and hold harmless NMPC as indicated herein.

Before any such attachment(s) are made, the Licensee will furnish a current certificate of insurance to the Systems Risk Management Department at 300 Erie Boulevard West, Syracuse, New York, 13202. For the duration of this agreement, the Licensee shall maintain at its own expense, insurance policies issued by reputable insurance companies acceptable to Niagara Mohawk, which meet or exceed the requirements listed below:

1. A public liability policy insuring the Licensee against liability for injuries to persons (including death of any time resulting therefrom) and damage to property, resulting or arising from or connected with Licensee operations under this Agreement with the following minimum limits of liability per occurrence:

Bodily Injury - \$1,000,000 / 1,000,000

Property Damage - \$1,000,000 / 1,000,000

OR

Combined Single Limit - \$1,000,000

OR

BI & PD per Occurrence - \$1,000,000  
General Aggregate & Product Aggregate - \$2,000,000 each

This policy shall include Contractual Liability and include Niagara Mohawk as an additional insured.

Very truly yours,

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Mary Corriveau, City Manger  
City of Watertown  
Watertown, New York 13601

Approval of the offer granted  
contingent upon receipt of insurance  
specified above

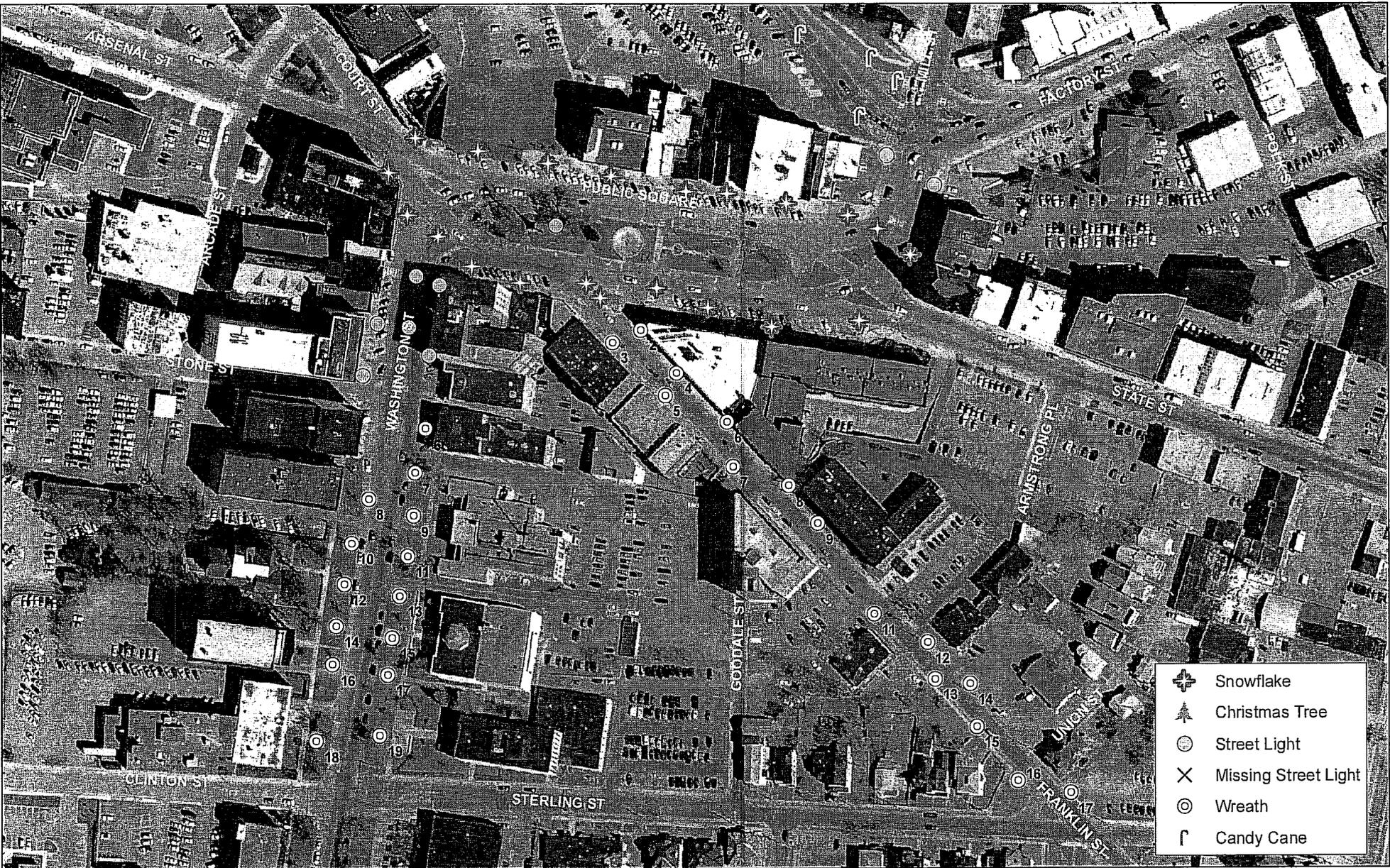
NIAGARA MOHAWK POWER CORPORATION

By: \_\_\_\_\_

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

(Upon execution, one copy of this Agreement is to forwarded immediately to the  
Manager of Insurance, System Risk Management Department)

Revised: August 28, 1995



Holiday Decorations - Downtown





Holiday Decorations - Black River Parkway & Arsenal Street





# Holiday Streetlight Decoration Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered
N/A	Public Square	Interior Main Island - Interior	Streetscape Ornamental	None	No	N/A	Un-Metered
N/A	Mill Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered
N/A	Mill Street	Exterior Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered
N/A	Mill Street	Exterior Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered
2	Franklin Street	Northeast Side	Ornamental	Wreath	No	N/A	Un-Metered
3	Franklin Street	Southwest Side	Ornamental	Wreath	No	N/A	Un-Metered
4	Franklin Street	Northeast Side	Ornamental	Wreath	No	N/A	Un-Metered
5	Franklin Street	Southwest Side	Ornamental	Wreath	No	N/A	Un-Metered
6	Franklin Street	Northeast Side	Ornamental	Wreath	No	N/A	Un-Metered
7	Franklin Street	Southwest Side	Ornamental	Wreath	No	N/A	Un-Metered
8	Franklin Street	Northeast Side	Ornamental	Wreath	No	N/A	Un-Metered
9	Franklin Street	Northeast Side	Ornamental	Wreath	No	N/A	Un-Metered
11	Franklin Street	Southwest Side	Ornamental	Wreath	No	N/A	Un-Metered
12	Franklin Street	Northeast Side	Ornamental	Wreath	No	N/A	Un-Metered
13	Franklin Street	Southwest Side	Ornamental	Wreath	No	N/A	Un-Metered
14	Franklin Street	Northeast Side	Ornamental	Wreath	No	N/A	Un-Metered
15	Franklin Street	Southwest Side	Ornamental	Wreath	No	N/A	Un-Metered
16	Franklin Street	Southwest Side	Ornamental	Wreath	No	N/A	Un-Metered
17	Franklin Street	Northeast Side	Ornamental	Wreath	No	N/A	Un-Metered
1	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
2	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
3	Black River Parkway	South Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
4/5	Black River Parkway	South Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
6/7	Black River Parkway	South Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
8/9	Black River Parkway	South Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
10/11	Black River Parkway	South Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
12/13	Black River Parkway	South Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
14/15	Black River Parkway	South Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered



## Holiday Streetlight Decoration Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply
16/17	Black River Parkway	South Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
17	Black River Parkway	North Side - Pole Missing	Aluminum Poles	None	No	N/A	Un-Metered
2	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
3	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
4	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
5	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
6	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
7	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
8	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
9	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
10	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
12	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
13	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
14	Black River Parkway	North Side	Aluminum Poles	Candy Cane	Lights	150	Un-Metered
13	Arsenal Street	South Side	Ornamental	Wreath	No	N/A	Un-Metered
14	Arsenal Street	North Side	Ornamental	Wreath	No	N/A	Un-Metered
15	Arsenal Street	South Side	Ornamental	Wreath	No	N/A	Un-Metered
16	Arsenal Street	North Side	Ornamental	Wreath	No	N/A	Un-Metered
17	Arsenal Street	South Side	Ornamental	Wreath	No	N/A	Un-Metered
18	Arsenal Street	North Side	Ornamental	Wreath	No	N/A	Un-Metered
19?	Arsenal Street	South Side - Pole Missing	Ornamental	None	No	N/A	Un-Metered
20	Arsenal Street	North Side	Ornamental	Wreath	No	N/A	Un-Metered

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 10-23-09 Ref: PW 072-09
<b>To:</b>	Mary Corriveau, City Manager	
<b>Subject:</b>	Holiday Decorations National Grid Pole Attachment Agreement	

Attached for your review and City Council approval is the proposed 2009-2010 National Grid Pole Attachment Agreement. This standard agreement addresses two specific issues, the first being an indemnification agreement protecting National Grid from any damage sustained to or by their poles due to the attachment of the City's holiday decorations; the second, provides a means, by way of the summary attachment, of quantifying the power to be consumed based upon prior lamp inventory and this years energized/de-energized schedule.

As you will note this agreement is similar to what was authorized last year with National Grid identifying the decoration attachment period as running from November 9<sup>th</sup> through January 31<sup>st</sup> and the energized period as running from 6:00 p.m. on December 3<sup>rd</sup> through 4:00 p.m. on January 4<sup>th</sup>.

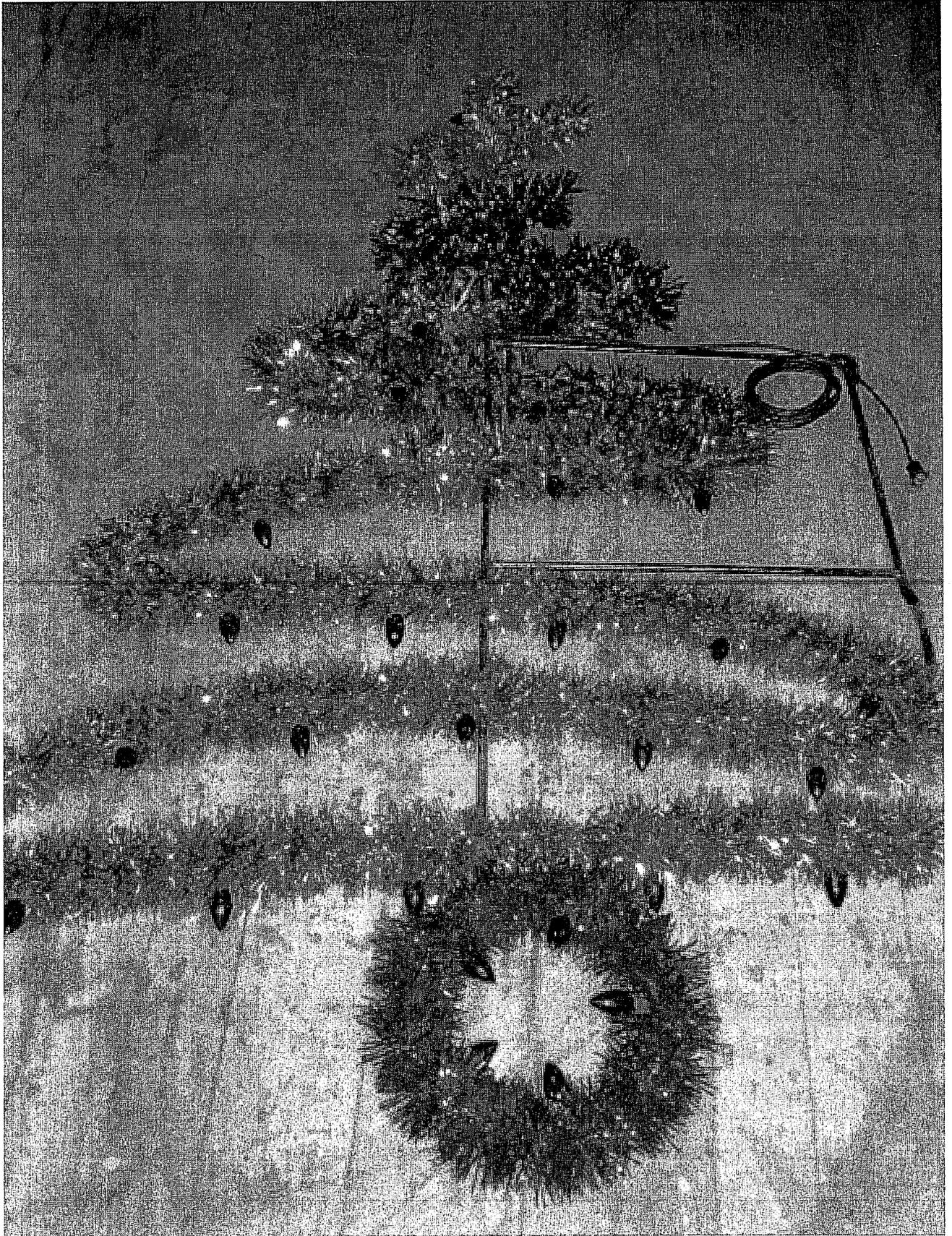
In order to address the required Liability Insurance to indemnify National Grid, the City will need to provide National Grid with a letter indicating the fact that we are self insured and will agree to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement.

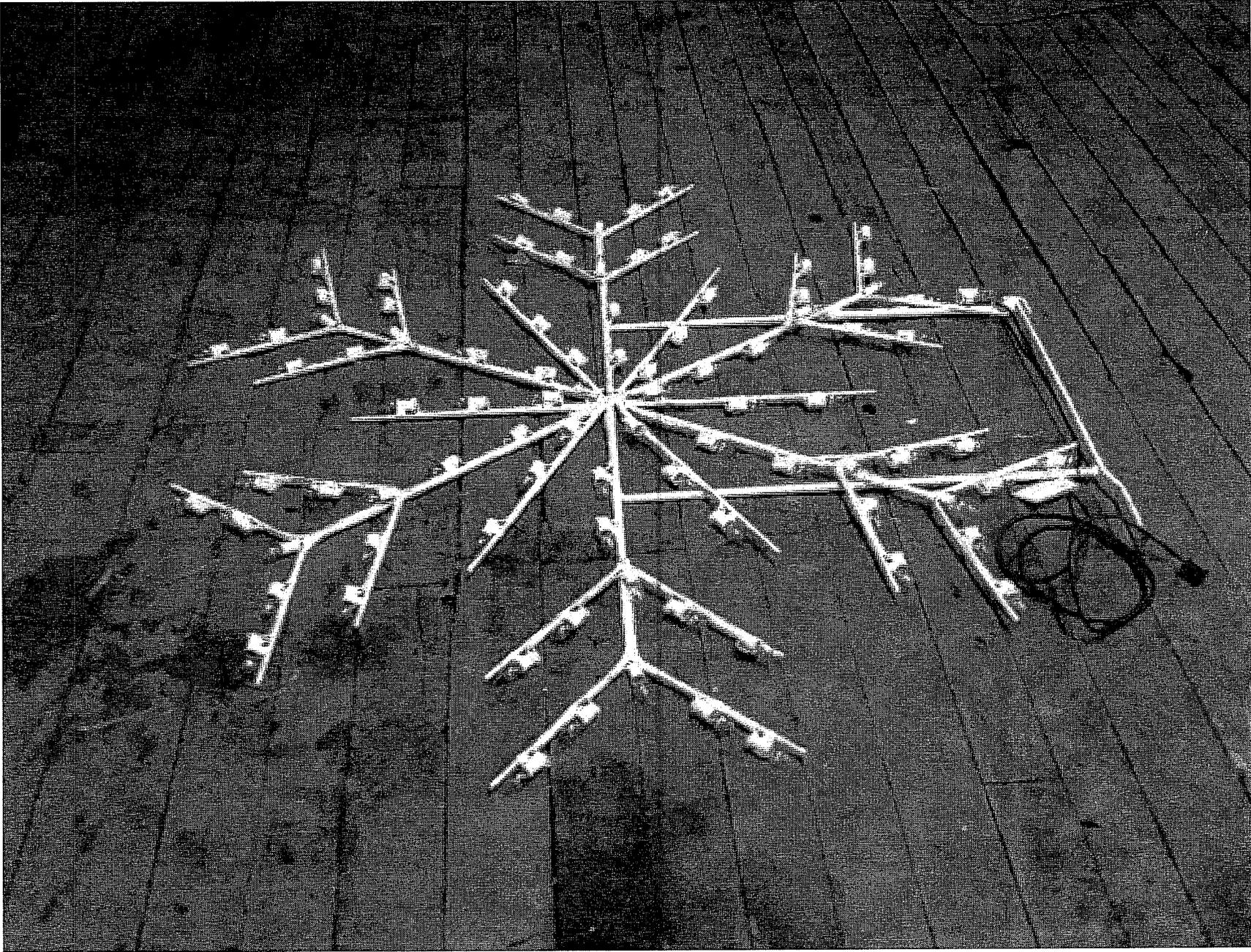
Should you have any questions concerning this agreement, please do not hesitate to contact me at your convenience.

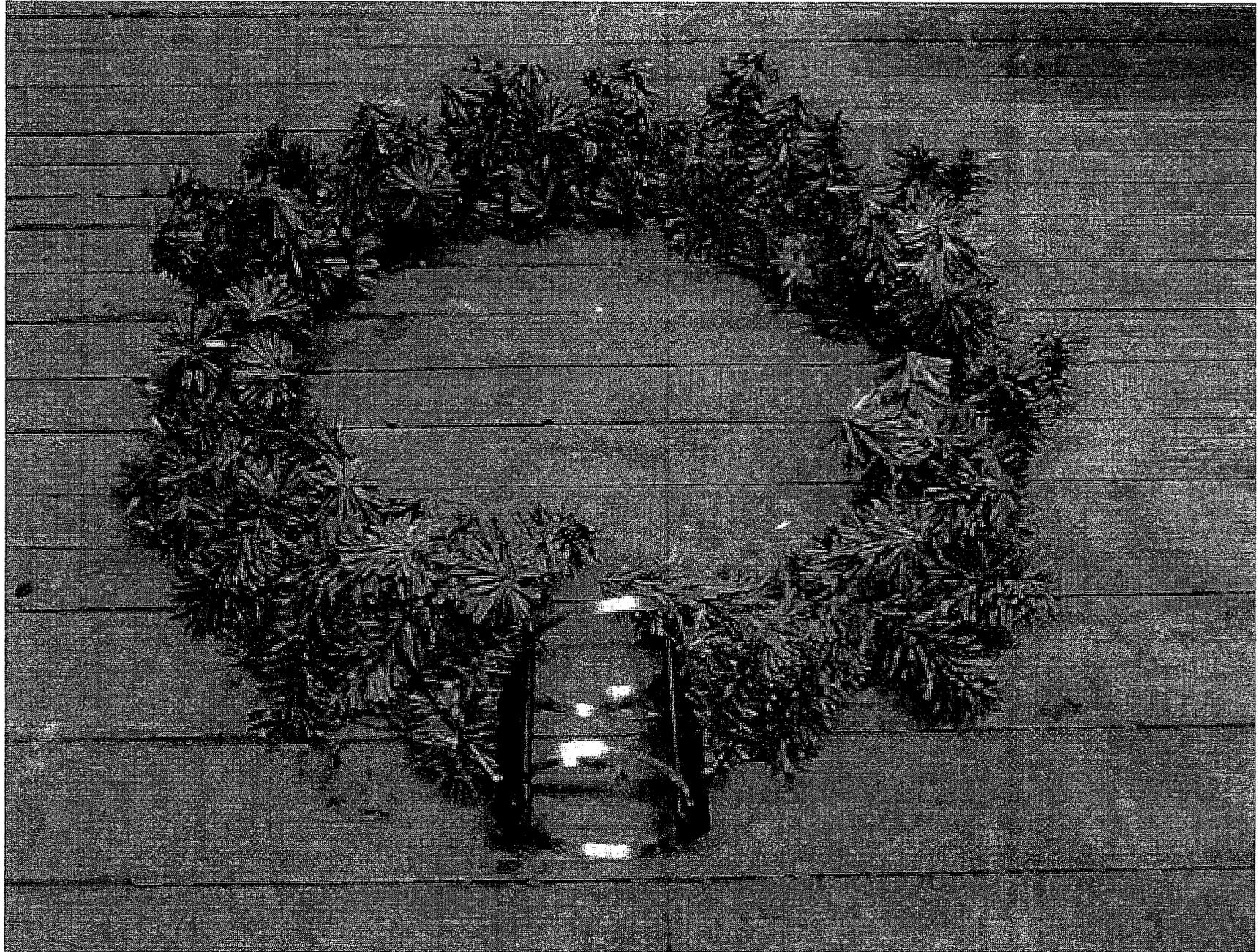
*Gene*

cc: Peter Monaco, Assistant Superintendent of Public Works  
 Ralph Green, Electric Department Crew Chief  
 DPW files:  
     Christmas Decorations, 2009/2010  
     National Grid:  
         Pole Attachment Agreement









October 20, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program

The New York State Office for the Aging has agreed to provide State and Federal funds to the County of Jefferson to furnish specified transportation services to certain elderly residents within the County of Jefferson. The County has asked the City to assist them by providing this transportation service for the seniors within our community.

Attached for City Council consideration is an Agreement between the City of Watertown and the County of Jefferson, acting through the Jefferson County Office for the Aging. Under the terms of this Agreement, the City will provide transportation services, through our CitiBus program, to residents of Jefferson County who are sixty years of age or older to enable them to access and receive health, welfare and nutrition services. There is no requirement for the City to alter its service delivery to qualify for the funding under this Agreement. The Agreement is for the term October 1, 2009 to March 1, 2010, at a cost not-to-exceed \$10,000.

A resolution approving the Agreement between the City of Watertown and the County of Jefferson, acting through the Jefferson County Office for the Aging, has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program

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

YEA	NAY

Total .....

***Introduced by***

---

WHEREAS the New York State Office for the Aging has agreed to provide State and Federal funds to the County of Jefferson to furnish specified transportation services to certain elderly residents within the County of Jefferson, and

WHEREAS Jefferson County, acting through the Jefferson County Office for the Aging, wishes to enter into an Agreement with the City of Watertown to provide this service, and

WHEREAS the Agreement is to provide transportation services, through our CitiBus program, to residents of Jefferson County who are sixty years of age or older to enable them to access and receive health, welfare and nutrition services, and

WHEREAS the term of this Agreement would be October 1, 2009 to March 1, 2010, at a cost not-to-exceed \$10,000,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Agreement between the City of Watertown and Jefferson County, acting through the Jefferson County Office for the Aging, 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**

## AGREEMENT

This Agreement, made the \_\_\_ day of \_\_\_\_\_, 2009, by and between

**THE COUNTY OF JEFFERSON**, a municipal corporation of the State of New York, with principal offices located at 195 Arsenal Street, Watertown, New York 13601 (hereinafter referred to as "**COUNTY**"), acting through the Jefferson Office for the Aging, (hereinafter referred to as "**OFA**"),

- and -

**THE CITY OF WATERTOWN**, a municipal corporation of the State of New York with a principal place of business located at 245 Washington Street, Watertown, New York 13601 (hereinafter referred to as "**CONTRACTOR**") (COUNTY and CONTRACTOR are hereinafter collectively referred to as "the Parties").

### WITNESSETH:

**WHEREAS**, New York State Office for Aging has agreed to provide State and Federal funds to COUNTY from certain grant programs pursuant to Section 541 of the Executive Law of the State of New York; New York State and any amendments thereto; and

**WHEREAS**, OFA is charged with the responsibility of administering the AAA Transportation Program in the County of Jefferson, State of New York; and

**WHEREAS**, COUNTY desires to contract with CONTRACTOR for the furnishing of specified transportation services to certain elderly residents within the County of Jefferson; and

**WHEREAS**, CONTRACTOR is able to and desires to provide the aforesaid services to COUNTY,

**NOW, THEREFORE**, In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

#### SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings indicated:

NYSOFA	The New York State Office for the Aging.
PARTICIPANT	A resident the County of Jefferson New York who is sixty years of age or older and who is otherwise eligible to receive services under Title III of the Older Americans Act as amended, or under Section 541 of the New York Executive Law.
SERVICES	The provision of transportation and escort services within CONTRACTORS existing service area to PARTICIPANTS who require transportation to enable them to access and receive health, welfare and nutrition services.

References in this Agreement to the singular shall be deemed to include the plural; references to the male gender shall be deemed to include the female gender; and references to an individual shall be deemed to include other legal entities where the context so indicates.

## SECTION 2. TERM OF AGREEMENT

This Agreement shall take effect on October 1, 2009, and is for the period of October 1, 2009 through and including March 1, 2010.

## SECTION 3. TERMINATION

This Agreement may be terminated by either party at any time upon thirty (30) day written notice to the other party. Said thirty (30) day period shall commence on the date such notice is actually received by the other party.

## SECTION 4. CONTRACTOR REPRESENTATIONS AND ACKNOWLEDGMENTS

CONTRACTOR represents that it is fully licensed (to the extent required by law), experienced and properly qualified to perform the SERVICES as provided under this Agreement and that it is properly permitted, staffed, trained, equipped, organized and financed to perform such SERVICES.

CONTRACTOR hereby acknowledges that it is aware that COUNTY will rely upon the accuracy of information supplied by CONTRACTOR pursuant to this Agreement in submitting claims for reimbursement from government sources. CONTRACTOR also acknowledges that it is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. CONTRACTOR shall be responsible for any monetary fine, penalty or sanction imposed upon COUNTY, its officers, employees and agents as a consequence of the use by COUNTY of false information submitted to the COUNTY by CONTRACTOR, unless it is shown the COUNTY had actual prior knowledge of the falsity of such information.

CONTRACTOR represents that it is not a sectarian organization and does not have as one of its purposes the advancement of a particular religion. CONTRACTOR further represents and promises that funds received pursuant to this Agreement shall not be utilized for sectarian purposes and CONTRACTOR shall not engage in the promotion or advancement of any particular religious practices during the performance of its duties under this Agreement.

## SECTION 5. GENERAL STATEMENT OF SERVICES AND RESPONSIBILITIES

CONTRACTOR shall provide all necessary and appropriate facilities, personnel, equipment, and supplies, including, but not limited to licensed drivers (operating and supervisory), insurance, fuel and oil, to render SERVICES to PARTICIPANTS.

## SECTION 6. RECORD KEEPING; AUDIT AND INSPECTION

CONTRACTOR agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by COUNTY. CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and

statistical reports at times prescribed by and on forms furnished by COUNTY through the Office for Aging and duly authorized by the State Office for Aging.

CONTRACTOR agrees to maintain program and statistical records and to produce program narrative and statistical data at times as prescribed by, and on forms furnished by OFA. Upon reasonable request, CONTRACTOR shall provide COUNTY, NYSOFA and/or the United States government with other reports concerning SERVICES provided pursuant to this Agreement.

CONTRACTOR agrees to retain all books, records, and other documents relevant to this agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by COUNTY shall have full access to and the right to examine any of said materials during said period.

CONTRACTOR shall have its premises open for inspection by officials of OFA and/or COUNTY, State of New York, and/or the United States Government at any time during normal business hours.

#### SECTION 7. GRIEVANCE PROCEDURES

Should PARTICIPANTS, family members or care givers, express dissatisfaction with or be denied SERVICES, CONTRACTOR shall immediately undertake to informally resolve the complaint. Should any such matter not be satisfactorily resolved, CONTRACTOR shall notify the individual of his right to file a formal written grievance in accordance with OFA's Grievance Procedures, which are outlined in **Appendix "A"** and which by this reference are made a part of this Agreement. CONTRACTOR shall post the Grievance Procedures in a prominent location at the SERVICE delivery site. All staff of CONTRACTOR providing SERVICES are to be instructed concerning these grievance procedures and must verbally inform unsatisfied PARTICIPANTS, family members or care givers of their right to file a grievance.

#### SECTION 8. COMPLIANCE WITH ALL LAWS

The CONTRACTOR agrees that during the performance its obligations required pursuant to this Agreement, CONTRACTOR and all officers, employees, agents or representatives working under CONTRACTOR'S direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations applicable to the SERVICES and this Agreement.

#### SECTION 9. FINANCIAL ARRANGEMENTS

COUNTY shall pay CONTRACTOR in full satisfaction for SERVICES rendered in accordance with this Agreement the sum of FOUR DOLLARS AND NINETY-ONE CENTS (\$4.91) per one way ride, not to exceed the total sum of TEN THOUSAND DOLLARS (\$10,000.00) for the entire period of the Agreement. PARTICIPANT contributions are projected to be TWO THOUSAND THIRTY-SIX DOLLARS (\$2,036.00). The total value of the Agreement shall not exceed TWELVE THOUSAND THIRTY-SIX DOLLARS (\$12,036.00) for the entire period of the Agreement. CONTRACTOR shall submit a claims for SERVICES rendered for each month as soon as practicable following the conclusion of that month. Any claims submitted after said tenth day of the month for payment for SERVICES for the prior month may be held by COUNTY for payment with the subsequent month's claim. Each claim shall be accompanied by: (A) a listing of PARTICIPANTS who were actually provided with SERVICES by CONTRACTOR in the given month with reference to the number of one-way trips provided to each PARTICIPANT; and (B) and a monthly listing of the amount of contributions received from all PARTICIPANTS.

CONTRACTOR agrees to notify PARTICIPANTS of the opportunity to contribute towards the cost of SERVICES in accordance with to a suggested contribution schedule supplied by OFA. SERVICES provided to PARTICIPANTS shall not be adversely affected by a failure to contribute to all or part of the cost of SERVICES.

CONTRACTOR agrees not to request payment for, or to receive payment for services which are not rendered in compliance with this Agreement.

#### SECTION 10. CONTRACT DEEMED EXECUTORY

This Agreement shall be deemed executory only to the extent of funds appropriated by the Jefferson County Board of Legislators and or the governments of the State of New York and the United States and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public employee or officer creates any legal, moral or equitable obligation on the part of the COUNTY to request, appropriate or make additional funds available for the purposes of this Agreement.

#### SECTION 11. ASSIGNMENT; SUBCONTRACTING

CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, unless the previous written consent of COUNTY has first been obtained. Any attempted or purported assignment without such prior written consent shall be void. The provisions of this clause shall not hinder, prevent, or affect any assignment by CONTRACTOR for the benefit of its creditors made pursuant to the Laws of the State of New York.

CONTRACTOR will not subcontract its duties hereunder without the prior written consent of COUNTY. This provision does not prohibit CONTRACTOR from entering into employment contracts or, contracts for the acquisition of goods or facilities or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of SERVICES hereunder without consent of COUNTY. Prior to submitting a subcontractor for approval under this Section, CONTRACTOR shall diligently inquire into the capability, qualifications and background of the subcontractor, and the submission of a subcontractor for approval shall constitute an affirmative representation by CONTRACTOR that the subcontractor is fully capable, qualified and licensed to provide the subcontracted SERVICES.

Any subcontract entered into by CONTRACTOR pursuant to this section shall provide that CONTRACTOR will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between CONTRACTOR and COUNTY and any other requirements applicable to CONTRACTOR in the provision of SERVICES pursuant to this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and COUNTY, nor shall CONTRACTOR be relieved of any of its obligations under this Agreement, as a consequence of any subcontract approved by COUNTY under this Section.

#### SECTION 12. INSURANCE REQUIREMENTS

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Worker's Compensation insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability. **Except for Worker's Compensation Insurance and Disability Insurance, the COUNTY, its officers, employees and agents shall be named as additional insureds on all such policies** with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY. Notwithstanding anything to the contrary in this Agreement, CONTRACTOR

irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
Worker's Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products Completed Operations \$1,000,000 Advertising/Personal Injury \$10,000 Premises Medical Payment
Professional Liability	\$2,000,000 Aggregate \$1,000,000 Each Claim

Each policy of insurance, and except for Workers Compensation Insurance and Disability Insurance, shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance or self-insurance, including any deductible, maintained and/or otherwise provided by or on behalf of the COUNTY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice via certified registered mail to the COUNTY and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to CONTRACTOR.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors.

**SECTION 13. INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the operations or work of CONTRACTOR in the performance of this Agreement; or (b) the CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law.

The acts or omissions of any party employed directly or indirectly by CONTRACTOR shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged or is proven to have acted outside the scope of employment, agency or contract, shall not release CONTRACTOR of any of its obligations under this Section.

Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and officers, agents, and employees, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

#### SECTION 14. NON-DISCRIMINATION

CONTRACTOR will not discriminate against any employee, applicant for employment or PARTICIPANT because of race, creed, color, gender, national origin, age, disability, sexual orientation or marital status.

#### SECTION 15. NONWAIVER

In the event that the terms and conditions of the Agreement are not strictly enforced by the COUNTY, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the COUNTY from enforcing each and every term of this Agreement thereafter.

#### SECTION 16. REMEDIES

The remedies available to COUNTY specified in this Agreement shall be cumulative and in addition to any other remedies available by law or in equity.

#### SECTION 17. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of New York, without regard to conflict of law principles thereof.

#### SECTION 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Clauses required by law to be inserted in this Agreement shall be deemed to be incorporated herein and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such correct insertion.

#### SECTION 19. SEVERABILITY

Should any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by a Court of competent jurisdiction, then (a) such provision shall be deemed stricken; (b) the balance of this Agreement, if capable of performance, shall remain in full force and effect; and (c) in the event that a provision is stricken pursuant to this Section then the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### SECTION 20. MODIFICATION OF AGREEMENT

This Agreement may not be amended or modified in any of its provisions except by mutual consent, signed by duly authorized by duly authorized representatives of each of the Parties.

#### SECTION 21. NO THIRD PARTY BENEFICIARIES

Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the CONTRACTOR or the COUNTY.

**SECTION 22. USE OF HEADINGS**

Section headings contained herein are for information and reference only and do not comprise a part of the terms of this Agreement.

**SECTION 23. NOTICES**

Any notice required to be provided, or deemed necessary by either party to this Agreement, shall be complete when received by the party to whom it is transmitted in writing to the following persons and addresses:

COUNTY - Director of Office for the Aging  
250 Arsenal Street  
Watertown, New York 13601

CONTRACTOR - City Manager  
City of Watertown  
245 Washington Street  
Watertown, NY 13601

**SECTION 24. SURVIVING OBLIGATIONS**

The following obligations of CONTRACTOR under this Agreement shall survive the termination and expiration hereof: Section 4; Section 6 insofar as it requires records to be maintained following termination of the agreement and allows audit thereof; Section 10; Section 11; Section 14; Section 16; Section 17; Section 18; Section 19; Section 20; Section 22; Section 23; Section 25; and Section 26.

**SECTION 25. NO PROMISE OF EXPANDED SERVICE AREA**

Nothing herein shall be construed as requiring CONTRACTOR to expand its transportation services beyond those which exist as of the effective date of this Agreement.

**SECTION 26. ENTIRE AGREEMENT**

This Agreement comprises the entire integrated agreement between the Parties and supercedes any and all prior understandings between the parties, oral or written, respecting the SERVICES.

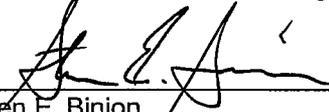
**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**COUNTY OF JEFFERSON**

**CONTRACTOR**

By: \_\_\_\_\_  
Kenneth D. Blankenbush  
Chairman, Board of Legislators

By: \_\_\_\_\_  
Mary Corriveau  
City Manager, City of Watertown

By:  \_\_\_\_\_  
Steven E. Binion  
Director, Office for the Aging

Tax Id No. \_\_\_\_\_

ACKNOWLEDGEMENTS

STATE OF NEW YORK )

ss.:

COUNTY OF JEFFERSON)

On this \_\_\_ day of \_\_\_\_\_, 2009, before me personally came **KENNETH D. BLANKENBUSH**, to me personally known, who, being by me duly sworn, did depose and say that he is the Chairman of the Board of Legislators of Jefferson County, the municipal corporation described in and which executed the foregoing instrument; that he signed his name hereto for and on behalf of said County by order of the Jefferson County Board of Legislators.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK )

ss.:

COUNTY OF JEFFERSON)

On this 14 day of October, 2009, before me personally came **STEVEN E. BINION**, to me personally known, who, being by me duly sworn, did depose and say that he is the Director of the Jefferson County Office for the Aging, the administrative agency described in and which executed the foregoing instrument; that he signed his name hereto for and on behalf of said administrative agency by order of the Jefferson County Board of Legislators.

*Patricia S. Colman*  
\_\_\_\_\_  
NOTARY PUBLIC

**PATRICIA S. COLMAN # 4945045**  
Notary Public, State of New York  
Qualified in Jefferson County  
Commission Expires 12/12/12

STATE OF NEW YORK )

ss.:

COUNTY OF JEFFERSON)

On this \_\_\_ day of \_\_\_\_\_, 2009, before me personally came **MARY CORRIVEAU**, to me personally known, who, being by me duly sworn, did depose and say that (s)he is the City Manager of the City of Watertown, the **CONTRACTOR** described in and which executed the foregoing instrument, and (s)he executed said instrument for and on behalf of said **CONTRACTOR**.

\_\_\_\_\_  
NOTARY PUBLIC

October 28, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Change Order No. 1 to Agreement,  
Bat-Con, Inc., Ten Eyck Street

On March 17, 2008, the City Council accepted a bid submitted by Bat-Con, Inc. for reconstruction of Ten Eyck Street and the 400 and 500 blocks of Sherman Street in the amount of \$2,077,325. This project was substantially complete last construction season; however Bat-Con returned this spring to complete on driveway aprons and margin work.

City Engineer Kurt W. Hauk has submitted Change Order No. 1 to this contract in the amount of (78,740.40), reducing the final contract amount to \$1,998,584.60. This takes into account all the over and under runs on this project along with contract adjustments for unused items and contract price adjustments for items with quantities that were substantially reduced. A copy of the Change Order is attached along with the three page report detailing the bid item adjustments.

A resolution approving Change Order No. 1 to the contract with Bat-Con, Inc. for the reconstruction of Ten Eyck Street has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Change Order No. 1 to Contract  
With Bat-Con, Inc., Ten Eyck Street

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

Total .....

YEA	NAY

***Introduced by***

---

WHEREAS on March 17, 2008, the City Council approved the bid submitted by Bat-Con, Inc. for reconstruction of Ten Eyck Street and the 400 and 500 blocks of Sherman Street, and

WHEREAS the original bid was approved in the amount of \$2,077,325, and

WHEREAS City Engineer Kurt W. Hauk has submitted Change Order No. 1 to this contract in the amount of (\$78,740.40), which takes into account all over and under runs on materials, contract adjustments for unused items and contract price adjustments for items with quantities that were substantially reduced,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves Change Order No. 1 to the Agreement with Bat-Con, Inc. in the amount of (\$78,740.40), a copy of which is attached a 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 Change Order on behalf of the City of Watertown.

**Seconded by**

# Change Order

## No. 1

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

Project: 400-500 Blocks Sherman St. & Ten Eyck St. Reconstruction	Owner: City of Watertown, NY	Owner's Contract No.:
Contract: 400-500 Blocks Sherman St. & Ten Eyck St. Reconstruction		Date of Contract: 4-29-2008
Contractor: Bat-Con Inc. , Marcellus, NY		Engineer's Project No.:

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

Description: In accordance with General Condition Article 11.03 Section D, the quantity for the Items listed on the attached page differed significantly from the estimated quantities.

Attachments: (List documents supporting change): Page 2 and the Final payment application

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
\$ 2,077,325.00

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:  
\$ -0-

Contract Price prior to this Change Order:  
\$ 2,077,325.00

[REDACTED] [Decrease] of this Change Order:  
\$ 78,740.40

Contract Price incorporating this Change Order:  
\$ 1,998,584.60

**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: \_\_\_\_\_  
Engineer (Authorized Signature)

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

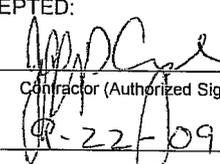
Approved by Funding Agency (if applicable): \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

**ACCEPTED:**

By:   
Contractor (Authorized Signature)

Date: 09-22-09

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

# Progress Estimate

For (contract):		400 - 500 Blocks of Sherman and Ten Eyck Street Reconstruction				Application Number:		7					
Application Period:		08/15/09 - 09/14/09				Application Date:		10/27/09					
A		B		C		D		E		F		G	
Bid Item No.	DESCRIPTION	BID QUANTITY	UNIT PRICE	BID VALUE	QUANTITY OR % INSTALLED	VALUE	MATERIALS STORED ON SITE	TOTAL COMPLETED & STORED	% (E) B	Balance to Finish (B - F)			
1	Contractor Quality Control	1	LS \$ 39,000.00	\$ 39,000.00	100%	\$ 39,000.00	-	\$ 39,000.00	100%	\$ -			
2	Miscellaneous Work	1	LS \$ 39,000.00	\$ 39,000.00	100%	\$ 39,000.00		\$ 39,000.00	100%	\$ -			
3	Stake Out	1	LS \$ 22,000.00	\$ 22,000.00	100%	\$ 22,000.00		\$ 22,000.00	100%	\$ -			
4	Maintenance & Protection of Traffic	1	LS \$ 22,000.00	\$ 22,000.00	100%	\$ 22,000.00		\$ 22,000.00	100%	\$ -			
5	Soil Erosion & Dust Control	1	CY \$ 17,000.00	\$ 17,000.00	100%	\$ 17,000.00		\$ 17,000.00	100%	\$ -			
6	Unclassified Excavation	140	EA \$ 20.00	\$ 2,800.00	232.2	\$ 4,644.00		\$ 4,644.00	166%	\$ (1,844.00)			
7	Select Granular Fill	252	TON \$ 22.00	\$ 5,544.00	85.3	\$ 1,876.60		\$ 1,876.60	34%	\$ 3,667.40			
8	Tree Removal	5	EA \$ 1,000.00	\$ 5,000.00	6	\$ 6,000.00		\$ 6,000.00	120%	\$ (1,000.00)			
9	4" Reinforced Concrete Sidewalk	2,908	SF \$ 6.00	\$ 17,448.00	7,861	\$ 47,166.00		\$ 47,166.00	270%	\$ (29,718.00)			
10	6" Reinforced Concrete Sidewalk	5,704	SF \$ 8.00	\$ 45,632.00	5310	\$ 42,480.00		\$ 42,480.00	93%	\$ 3,152.00			
11	Concrete Encasement	35	CY \$ 125.00	\$ 4,375.00	6	\$ 750.00		\$ 750.00	17%	\$ 3,625.00			
12	Control Low Strength Material	50	CY \$ 85.00	\$ 4,250.00		\$ -		\$ -	0%	\$ 4,250.00			
13	City Monument Replacement	9	EA \$ 500.00	\$ 4,500.00	9	\$ 4,500.00		\$ 4,500.00	100%	\$ -			
14	Asphalt Driveway Apron	582	SY \$ 35.00	\$ 20,370.00	1,148	\$ 40,180.00		\$ 40,180.00	197%	\$ (19,810.00)			
15	Site Restoration - Topsoil	800	CY \$ 32.00	\$ 25,600.00	932	\$ 29,824.00		\$ 29,824.00	117%	\$ (4,224.00)			
16	Site Restoration - Seeding	1,188	SY \$ 3.00	\$ 3,564.00	1468	\$ 4,404.00		\$ 4,404.00	124%	\$ (840.00)			
17	Site Restoration - Sod	3,590	SY \$ 10.00	\$ 35,900.00	2,605	\$ 26,050.00		\$ 26,050.00	73%	\$ 9,850.00			
18	Rock Excavation	1,100	CY \$ 205.63	\$ 71,500.00	208.0	\$ 42,770.00		\$ 42,770.00	60%	\$ 28,730.00			
19	8" PVC SDR 35	3,026	LF \$ 73.00	\$ 220,898.00	3,063	\$ 223,599.00		\$ 223,599.00	101%	\$ (2,701.00)			
20	8 x 6 PVC SDR 35 Wye Fitting	69	EA \$ 100.00	\$ 6,900.00	87	\$ 8,700.00		\$ 8,700.00	126%	\$ (1,800.00)			
21	8" DR-18 Sanitary Sewer	99	LF \$ 80.00	\$ 7,920.00	109	\$ 8,720.00		\$ 8,720.00	110%	\$ (800.00)			
22	6" PVC SDR 35 Sanitary Lateral	1,869	LF \$ 55.00	\$ 102,795.00	1,922	\$ 105,710.00		\$ 105,710.00	103%	\$ (2,915.00)			
23	4' Concrete Manhole	90	VF \$ 400.00	\$ 36,000.00	87	\$ 34,800.00		\$ 34,800.00	97%	\$ 1,200.00			
24	Sanitary Manhole Frame & Cover	12	EA \$ 500.00	\$ 6,000.00	11	\$ 5,500.00		\$ 5,500.00	92%	\$ 500.00			
25	Alter Existing Manhole	3	EA \$ 750.00	\$ 2,250.00	2	\$ 1,500.00		\$ 1,500.00	67%	\$ 750.00			
26	Manhole Reconstruction	9	VF \$ 300.00	\$ 2,700.00	4	\$ 1,200.00		\$ 1,200.00	44%	\$ 1,500.00			
27	Manhole Mortar Pointing	3	EA \$ 750.00	\$ 2,250.00	1	\$ 750.00		\$ 750.00	33%	\$ 1,500.00			
28	Testing Sanitary Sewer	3,036	LF \$ 3.00	\$ 9,108.00	3063	\$ 9,189.00		\$ 9,189.00	101%	\$ (81.00)			
29	Rock Excavation Storm Sewer	700	CY \$ 210.69	\$ 45,500.00	116	\$ 24,440.00		\$ 24,440.00	54%	\$ 21,060.00			
30	12" HDPE Storm Sewer Pipe	842	LF \$ 58.00	\$ 48,836.00	815	\$ 47,270.00		\$ 47,270.00	97%	\$ 1,566.00			

# Progress Estimate

For (contract): 400 - 500 Blocks of Sherman and Ten Eyck Street Reconstruction					Application Number: 7					
Application Period: 08/15/09 - 09/14/09					Application Date: 10/27/09					
A			B	C	D	E	F		G	
Bid Item No.	DESCRIPTION	BID QUANTITY	UNIT PRICE	BID VALUE	QUANTITY OR % INSTALLED	VALUE	MATERIALS STORED ON SITE	TOTAL COMPLETED & STORED	% (F) (B)	Balance to Finish (B - F)
31	15" HDPE Storm Sewer Pipe	1,493	LF \$ 60.00	\$ 89,580.00	1,500	\$ 90,000.00		\$ 90,000.00	100%	\$ -
32	15" x 8" HDPE Tee	1	EA \$ 500.00	\$ 500.00	1	\$ 500.00		\$ 500.00	100%	\$ -
33	15" x 12" HDPE Tee	4	EA \$ 550.00	\$ 2,200.00	4	\$ 2,200.00		\$ 2,200.00	100%	\$ -
34	5' Concrete Manhole	59	VF \$ 450.00	\$ 26,550.00	52	\$ 23,400.00		\$ 23,400.00	88%	\$ 3,150.00
35	Storm Manhole Frame & Cover	10	EA \$ 750.00	\$ 7,500.00	9	\$ 6,750.00		\$ 6,750.00	90%	\$ 750.00
36	Alter Existing Manhole	2	EA \$ 500.00	\$ 1,000.00	2	\$ 1,000.00		\$ 1,000.00	100%	\$ -
37	Concrete Drainage Structure Rebuild	3	VF \$ 500.00	\$ 1,500.00	2	\$ 1,000.00		\$ 1,000.00	67%	\$ 500.00
38	2' x 4' Concrete Drainage Structure	149.6	VF \$ 300.00	\$ 44,880.00	140	\$ 42,000.00		\$ 42,000.00	94%	\$ 2,880.00
39	2' x 4' Frame & Grate	30	EA \$ 750.00	\$ 22,500.00	29	\$ 21,750.00		\$ 21,750.00	97%	\$ 750.00
40	V2B1 Stormwater Treatment System	1	LS \$ 2,850.00	\$ 19,000.00	100%	\$ 2,850.00		\$ 2,850.00	15%	\$ 16,150.00
41	Testing Storm Sewer	1	LS \$ 3,500.00	\$ 3,500.00	100%	\$ 3,500.00		\$ 3,500.00	100%	\$ -
42	Rock Excavation Water Main	605	CY \$ 208.59	\$ 39,325.00	110	\$ 22,945.00		\$ 22,945.00	58%	\$ 16,380.00
43	Concrete Thrust Block	36	CY \$ 150.00	\$ 5,400.00	12	\$ 1,800.00		\$ 1,800.00	33%	\$ 3,600.00
44	Water Main Anchor Rodding	95	EA \$ 75.00	\$ 7,125.00	106	\$ 7,950.00		\$ 7,950.00	112%	\$ (825.00)
45	6" Ductile Iron Water Main	35	LF \$ 70.00	\$ 2,450.00	35	\$ 2,450.00		\$ 2,450.00	100%	\$ -
46	8" Ductile Iron Water Main	1,071	LF \$ 70.00	\$ 74,970.00	1004	\$ 70,280.00		\$ 70,280.00	94%	\$ 4,690.00
47	10" Ductile Iron Water Main	2,551	LF \$ 74.00	\$ 188,774.00	2,584	\$ 191,216.00		\$ 191,216.00	101%	\$ (2,442.00)
48	6" Gate Valve Box & Cover	6	EA \$ 750.00	\$ 4,500.00	7	\$ 5,250.00		\$ 5,250.00	117%	\$ (750.00)
49	8" Gate Valve Box & Cover	4	EA \$ 1,100.00	\$ 4,400.00	6	\$ 6,600.00		\$ 6,600.00	150%	\$ (2,200.00)
50	10" Gate Valve Box & Cover	5	EA \$ 1,500.00	\$ 7,500.00	5	\$ 7,500.00		\$ 7,500.00	100%	\$ -
51	6" Fire Hydrant	6	EA \$ 3,000.00	\$ 18,000.00	7	\$ 21,000.00		\$ 21,000.00	117%	\$ (3,000.00)
52	1" Service Tap Connection	66	EA \$ 400.00	\$ 26,400.00	63	\$ 25,200.00		\$ 25,200.00	95%	\$ 1,200.00
53	1" Curb Stop & Box	66	EA \$ 250.00	\$ 16,500.00	63	\$ 15,750.00		\$ 15,750.00	95%	\$ 750.00
54	1" Type K Copper Service Line	1,678	LF \$ 30.00	\$ 50,340.00	1,374	\$ 41,220.00		\$ 41,220.00	82%	\$ 9,120.00
55	Temporary Water Main	500	LF \$ 25.00	\$ 12,500.00		\$ -		\$ -	0%	\$ 12,500.00
56	Temporary Water Service Connection	9	EA \$ 250.00	\$ 2,250.00		\$ -		\$ -	0%	\$ 2,250.00
57	Temporary Water Service Tubing	300	LF \$ 20.00	\$ 6,000.00		\$ -		\$ -	0%	\$ 6,000.00
58	Testing & Sterilization Water Main	1	LS \$ 7,500.00	\$ 7,500.00	100%	\$ 7,500.00		\$ 7,500.00	100%	\$ -
59	Excavation & Backfill	3,540	CY \$ 32.00	\$ 113,280.00	3737	\$ 119,584.00		\$ 119,584.00	106%	\$ (6,304.00)
60	Pavement Planing	665	SY \$ 5.00	\$ 3,325.00	274	\$ 1,370.00		\$ 1,370.00	41%	\$ 1,955.00

# Progress Estimate

For (contract): **400 - 500 Blocks of Sherman and Ten Eyck Street Reconstruction**  
 Application Period: **08/15/09 - 09/14/09**  
 Application Number: **7**  
 Application Date: **10/27/09**

A				B	C	D	E	F		G
Bid Item No.	DESCRIPTION	BID QUANTITY	UNIT PRICE	BID VALUE	QUANTITY OR % INSTALLED	VALUE	MATERIALS STORED ON SITE	TOTAL COMPLETED & STORED	% (F) B	Balance to Finish (B - F)
61	Geotextile Road Fabric	10,620	SY \$ 1.00	\$ 10,620.00	11,211	\$ 11,211.00	-	\$ 11,211.00	106%	\$ -
62	Preparing Fine Grade	10,620	SY \$ 2.00	\$ 21,240.00	11,211	\$ 22,422.00		\$ 22,422.00	106%	\$ (1,182.00)
63	4" HDPE Underdrain	6,941	LF \$ 24.15	\$ 55,528.00	1,387	\$ 33,496.00		\$ 33,496.00	60%	\$ 22,032.00
64	Concrete Curbing	7,000	LF \$ 16.00	\$ 112,000.00	6,973	\$ 111,568.00		\$ 111,568.00	100%	\$ 432.00
65	Asphalt Concrete Binder - Type 3	1,820	TON \$ 68.00	\$ 123,760.00	1,732	\$ 117,776.00		\$ 117,776.00	95%	\$ 5,984.00
66	Asphalt Concrete Binder - Type 6	607	TON \$ 104.72	\$ 50,988.00	811	\$ 84,924.00		\$ 84,924.00	167%	\$ (33,936.00)
67	12" DR18 Storm Sewer	44	LF \$ 75.00	\$ 3,300.00	-	\$ -		\$ -	0%	\$ 3,300.00
68	12" RCP	25	LF \$ 80.00	\$ 2,000.00	-	\$ -		\$ -	0%	\$ 2,000.00
69	PVC Clean Out	70	EA \$ 100.00	\$ 7,000.00	81	\$ 8,100.00		\$ 8,100.00	116%	\$ (1,100.00)
70	Site Restoration - Tree Planting	10	EA \$ 500.00	\$ 5,000.00	11	\$ 5,500.00		\$ 5,500.00	110%	\$ (500.00)
71				\$ -				\$ -		\$ -
72				\$ -				\$ -		\$ -
73				\$ -				\$ -		\$ -
74				\$ -				\$ -		\$ -
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88				\$ -				\$ -		\$ -
89				\$ -				\$ -		\$ -
90				\$ -				\$ -		\$ -
				\$ 2,077,325.00		\$ 1,998,584.60	-	\$ 1,998,584.60		\$ 78,740.40



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: October 28, 2009

TO: Mary Corriveau, City Manager

FROM: Kurt W. Hauk, City Engineer *kwH*

SUBJECT: Ten Eyck Street Reconstruction Change Order #1

Enclosed is Change Order #1 for the Ten Eyck Street Reconstruction Project. The project was bid on 6 March, 2008, and the bid from Bat-Con Inc., Marcellus NY for \$2,077,325 was approved by the City Council on 17 March, 2008.

Change Order #1 adjusts the final contact amount to \$1,998,584.60, reducing the contract by \$78,740.40. The enclosed Schedule of Values shows the increases or decreases for each item in the contract. Some items in the contract were unused or substantially reduced from the bid quantity. For those items that were reduced substantially, a new unit price is allowed to be negotiated under the terms of the contract. The new unit prices are included in the Schedule of Values.

Please prepare a Resolution for City Council review and approval. The original copies are in the Engineering office and will be forwarded for your signature after the Resolution has been approved.

cc: Jim Mills, City Comptroller  
File

October 27, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Change Order No. 1 to Agreement,  
Marcellus Construction Company, Western Outfall Trunk Sewer

On April 13, 2009, the City Council accepted a bid submitted by Marcellus Construction for the replacement of existing 18" sewer trunk lines with 24" lines at Barben Avenue/Butterfield, Holcomb/Chestnut Streets and for drainage alterations at the City's landfill. The original bid was in the amount of \$504,704. The work on these three projects was completed this construction season.

City Engineer Kurt W. Hauk has submitted Change Order No. 1 to this contract in the amount of \$89,802.20. This takes into account all the over and under runs on these three projects along with unforeseen condition changes found during construction. The majority of the increase in the Change Order is associated with work on the Chestnut/Holcomb portion of the project, \$74,138.63. Mr. Hauk has prepared a detailed write-up of the additional work that needed to be performed, which is attached to the Change Order document.

Bonding for these projects has already been approved. However, the Bond Ordinance for the Chestnut/Holcomb portion of the project will need to be amended to cover the additional costs associated with this Change Order. City Comptroller James E. Mills has prepared an amended Bond Ordinance for Council consideration.

A resolution approving Change Order No. 1 to the contract with Marcellus Construction Company for the Western Outfall Trunk Sewer and Landfill drainage work has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Agreement Change Order No. 1 to Contract  
With Marcellus Construction Company,  
Western Outfall Trunk Sewer

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

YEA	NAY

***Introduced by***

WHEREAS on April 13, 2009, the City Council approved the bid submitted by Marcellus Construction Company for the replacement of existing 18” sewer trunk lines with 24” lines at Barben Avenue/Butterfield, Holcomb/Chestnut Streets and for drainage alterations at the City’s Landfill, and

WHEREAS the original bid was approved in the amount of \$504,704.00, and

WHEREAS City Engineer Kurt W. Hauk has submitted Change Order No. 1 to this contract in the amount of \$89,802.20, which takes into account all over and under runs on materials, much of which is associated with the concrete encasement that needed to be removed from around the sanitary sewer pipe, and the closing of the tunnel from the original pipe installation in 1931,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves Change Order No. 1 to the Agreement with Marcellus Construction Company in the amount of \$89,802.20, a copy of which is attached a made a part of this resolution, and

BE IT FURTHER RESOLVED that the approval of this Change Order is contingent on the City Council adoption of the Bond Ordinance to fund the Chestnut Holcomb portion of the work, and

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

**Seconded by**

# Change Order No. 1

Date of Issuance: October 26, 2009 Effective Date: \_\_\_\_\_

Project: <b>Barben-Butterfield WOTS</b>	Owner: <b>City of Watertown, NY</b>	Owner's Contract No.:
Contract:		Date of Contract: <b>May 26, 2009</b>
Contractor: <b>Marcellus Construction Co., Inc., Mannsville, NY</b>		Engineer's Project No.: <b>SS-01-2007</b>

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

Description: See attached Documents

Attachments: (List documents supporting change):

Summary of Extra Work

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
	Substantial completion (days or date): _____
\$ 504,704	Ready for final payment (days or date): _____

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

Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$504,704	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
<del>\$89,809.20</del> <i>2.20 kWh</i>	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
<del>\$594,513.20</del> <i>06.20 kWh</i>	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: 
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)

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

Approved by Funding Agency (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

CHANGE ORDER NUMBER 1  
WESTERN OUTFALL TRUNK SEWER AT  
BARBEN TO BUTTERFIELD AVENUE AND AT  
CHESTNUT & HOLCOMB STREETS

ITEM 1

It was necessary to re-locate the 30" storm sewer from Chestnut Street southerly to allow clearance for the new sanitary manhole. The storm sewer was not located where records and field investigation showed it to be. The price for this item includes the construction of two new manholes and 82 feet of 30" HDPE pipe and all excavation and backfill. The additional cost is \$9,817.00.

ITEM 2

This item is for additional labor, equipment and material cost resulting from unforeseen conditions during installation of Manhole 20 and Manhole 12 and at the crossing of new and old trunk sewer pipe.

The Western Outfall Trunk Sewer from the first manhole on the Ives Hill golf course to the manhole at Chestnut Street (Manhole 14 on the plans) was originally constructed by tunneling rather than by excavation. Engineering Department records indicate that this method was used from just east of Ives Street across the golf course to Bugbee Drive. Beyond that point records do not show that this method of construction was used. Excavation at Chestnut and Holcomb Streets for this project revealed that the sewer pipe in the project area was constructed in a tunnel. The pipe was laid in the tunnel and enclosed in a wood form approximately three feet on a side and then encased in concrete. This resulted in three un-anticipated tasks for the Contractor. First he had to demolish the concrete encasement to access the pipe. Second, it was necessary to increase the diameter of the proposed manholes by one foot to accommodate the concrete encasement and still maintain enough of the manhole wall for strength. Finally, the open tunnel exposed by the excavation for the sewer had to be bulkheaded off with sandbags and special flowable fill used to seal off the tunnels that remained

The additional material costs are a small part of the overall cost of the change order. Most of the additional cost is for the extra labor and equipment time required to do the work.

The additional labor and equipment costs are for demolition of the concrete encasement at three locations and for modification of two manholes to enable installation around the encase pipe. In addition, the backfill of the excavation required additional labor and material to seal the tunnel to prevent loss of the backfill into the voids that still exist upstream and downstream from the project area.

The additional cost for this work totals \$63,559.19.

ITEM 3

It was necessary to purchase handicapped warning pads for the handicapped ramps to meet the current ADA requirements. The price agreed upon in the field was an additional \$915.56.

ITEM 4

This final item is to adjust the contract price for bid items quantities that were above or below the estimated amounts.

Phase I – Chestnut & Holcomb

Please see the attached quantity summary from the final payment application. The bid price for this phase of the project was \$196,821.75 while the actual cost was \$196,668.63 or \$153.12 less than the bid amount.

The net change for Phase I is \$74,138.63.

\$74,138.63

Phase II – WOTS Barben to Butterfield

Please see the attached quantity summary from the final payment application. The bid price for this phase of the project was \$263,177.25 while the actual cost was \$279,571.02 which makes the net change for Phase II \$16,393.77.

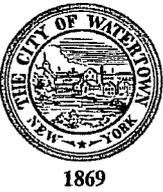
\$16,393.77

Phase III – Landfill Drainage

Please see the attached quantity summary from the final payment application. The bid price for this phase of the project was \$44,705.00 while the actual cost was \$43,974.80 or a net change of (\$730.20).

(\$730.20)

The total amount for Change Order Number 1 is \$89,802.20.



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM



DATE: October 28, 2009

TO: Mary Corriveau, City Manager

FROM: Kurt W. Hauk, City Engineer *KWH*

SUBJECT: Butterfield-Barben, Holcomb-Chestnut and Landfill Drainage Change Order #1

Enclosed is Change Order #1 for the three capital projects; Butterfield-Barben WOTS, Chestnut-Holcomb WOTS, and Landfill Drainage. These three projects were bid as one package on 16 March, 2009. The bid from Marcellus Construction Company of \$504,704 was approved by the City Council on 13 April, 2009.

The dollar amounts used in the capital budget for the three projects totaled \$510,000. These pre-design budget estimates dated back to the 06-07, 06-07 and 04-05 budgets respectively. The Engineer's Estimate prior to the bid, revised the expected total project amount to \$734,000. Seven bids were received with a very competitive average bid price of \$642,351. This we believe was due to the timing of the bid early in the season and the state of the economy at that time.

Change Order #1 in the amount of \$89,802.20 adjusts the balances of items in three capital projects taking into account all over run and under run items, force account items, and sets the approved amended contract amount at the final project amount. This order will adjust the amended contract amount to \$594,506.20. The breakout per project is as follows.

1. Chestnut Holcomb WOTS: \$74,138.63
2. Barben to Butterfield WOTS: \$16,393.77
3. Landfill Drainage: -\$730.20

The bulk of the change order, \$63,559.19 or 70%, was due to encountering concrete encasement around the sanitary sewer pipe that needed to be removed and also the tunnel from the original installation from 1931 had to be sealed off and backfilled with flowable fill. The remaining item explanations and quantity work-ups are enclosed.

Please prepare a Resolution for City Council review and approval. The original copies are in the Engineering office and will be forwarded for your signature after the Resolution has been approved.

cc: Jim Mills, City Comptroller  
File

July 8, 2009

City of Watertown  
Engineering Room 305  
Municipal Bldg  
245 Washington St.  
Watertown, NY 13601

Attn: Joseph O'Brien  
Assistant Engineer

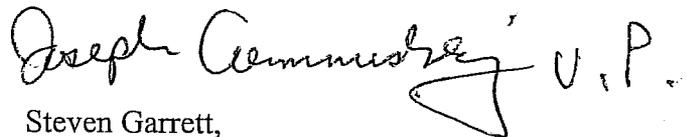
Re: Western Outfall Trunk Sewer at  
Barben to Butterfield Ave. &  
Landfill Drainage,  
City of Watertown, NY

Dear Sir:

Per your request, enclosed is our proposal to install approximately 91LF of 36" HDPE Storm pipe for the above referenced project. Our price includes all labor, material & equipment and is \$9,817.00.

(2) Manholes & restoration for this work will be at unit prices. Please advise if this is acceptable so we can schedule the work. If you have any questions or require any additional information please contact our office.

Very truly yours,  
Marcellus Construction Co. Inc.

A handwritten signature in black ink, appearing to read "Steven Garrett", with a stylized flourish at the end.

Steven Garrett,  
President

SG/cc













Item	Description	Unit Price	Est. Qty	Unit	Scheduled Values	Work Completed from Previous Application	Work Completed This Period Quantity	Work Completed This Period Amount	Materials Presently Stored	Total Completed & stored to Date	%	Balance to Finish
BUTTERFIELD & BARBEN AVE.												
1.01.00	MOBILIZATION & MISC WORK	\$ 3,413.00		1 LS	\$ 3,413.00	\$ 2,730.40	20%	\$ 682.60		\$ 3,413.00	100%	\$ -
1.01.01	STAKE OUT & ENGINEERING	\$ 2,730.00		1 LS	\$ 2,730.00	\$ 2,184.00	20%	\$ 546.00		\$ 2,730.00	100%	\$ -
1.02.00	MAINTENANCE & PROTECTION OF TRAFFIC	\$ 2,675.00		1 LS	\$ 2,675.00	\$ 1,337.50	50%	\$ 1,337.50		\$ 2,675.00	100%	\$ -
1.02.01	SOIL EROSION & DUST CONTROL	\$ 683.00		1 LS	\$ 683.00	\$ 341.50	50%	\$ 341.50		\$ 683.00	100%	\$ -
1.06.04	4" REINFORCED CONCRETE SIDEWALK	\$ 8.00		224 CY	\$ 1,792.00	\$ 3,296.00		\$ -		\$ 3,296.00	184%	\$ (1,504.00)
1.06.06	6" REINFORCED CONCRETE SIDEWALK	\$ 10.00		46 CY	\$ 460.00	\$ 1,735.00		\$ -		\$ 1,735.00	381%	\$ (1,255.00)
1.03.00	UNCLASSIFIED EXCAVATION	\$ 11.00		9.75 CY	\$ 107.25			\$ -		\$ -	0%	\$ 107.25
1.03.10	SELECT GRANULAR FILL	\$ 16.00		9.75 CY	\$ 156.00			\$ -		\$ -	0%	\$ 156.00
1.07.00	CONCRETE ENCASEMENT	\$ 200.00		3 CY	\$ 600.00			\$ -		\$ -	0%	\$ 600.00
1.07.01	CONTROL LOW STRENGTH MATERIAL (CLSM)	\$ 115.00		5 CY	\$ 575.00	\$ 920.00		\$ -		\$ 920.00	160%	\$ (345.00)
1.12.00	ASPHALT DRIVEWAY APRON	\$ 35.00		48 SY	\$ 1,680.00			\$ -		\$ -	0%	\$ 1,680.00
1.14.00	TOPSOIL & SEEDING	\$ 9.00		1913 SY	\$ 17,217.00	\$ 25,764.30		\$ -		\$ 25,764.30	150%	\$ (8,547.30)
1.14.04	TREE REPLACEMENT	\$ 475.00		1 EA	\$ 475.00			\$ -		\$ -	0%	\$ 475.00
2.02.00	ROCK EXCAVATION	\$ 157.00		10 CY	\$ 1,570.00			\$ -		\$ -	0%	\$ 1,570.00
2.02.02	UNCLASSIFIED BACKFILL	\$ 15.70		10 CY	\$ 157.00			\$ -		\$ -	0%	\$ 157.00
2.10.10	10" PVC SDR 35 PIPE	\$ 134.00		21 LF	\$ 2,814.00	\$ 2,948.00		\$ -		\$ 2,948.00	105%	\$ (134.00)
2.10.24B	24" PVC SDR 35 PIPE PHASE II	\$ 157.00		1111 LF	\$ 174,427.00	\$ 175,840.00		\$ -		\$ 175,840.00	101%	\$ (1,413.00)
2.10.2406	24X6 PVC SDR WYE FITTING	\$ 1,060.00		4 EA	\$ 4,320.00	\$ 4,320.00		\$ -		\$ 4,320.00	100%	\$ -
2.20.06	6" PVC SDR 35 PIPE	\$ 84.00		36 LF	\$ 3,024.00	\$ 9,744.00		\$ -		\$ 9,744.00	322%	\$ (6,720.00)
2.30.06	SANITARY LATERAL REPAIR	\$ 816.00		4 EA	\$ 3,272.00	\$ 1,636.00		\$ -		\$ 1,636.00	50%	\$ 1,636.00
2.50.04	4" DIAMETER CONCRETE MANHOLE	\$ 264.00		7 VF	\$ 1,848.00	\$ 2,508.00		\$ -		\$ 2,508.00	136%	\$ (660.00)
2.50.05	5" DIAMETER CONCRETE MANHOLE	\$ 222.00		44 VF	\$ 9,768.00	\$ 17,427.00	-9	\$ (1,898.00)		\$ 15,429.00	158%	\$ (5,661.00)
2.51.00	SANITARY MANHOLE FRAME & COVER	\$ 582.00		5 EA	\$ 2,910.00	\$ 1,746.00		\$ -		\$ 1,746.00	60%	\$ 1,164.00
2.55.00	ALTER EXISTING MANHOLE	\$ 300.00		2 EA	\$ 600.00	\$ 600.00		\$ -		\$ 600.00	100%	\$ -
2.56.00	MANHOLE REMOVAL	\$ 120.00		21 VF	\$ 2,520.00	\$ 5,040.00		\$ -		\$ 5,040.00	200%	\$ (2,520.00)
2.80.00	TESTING SANITARY SEWER	\$ 1,598.00		1 LF	\$ 1,598.00	\$ 1,598.00		\$ -		\$ 1,598.00	100%	\$ -
3.12.12	12" HDPE STORM SEWER PIPE	\$ 32.00		10 LF	\$ 320.00	\$ 256.00		\$ -		\$ 256.00	80%	\$ 64.00
3.60.00	ZX4" CONCRETE DRAINAGE STRUCTURE	\$ 230.00		8 VF	\$ 1,840.00	\$ 575.00		\$ -		\$ 575.00	31%	\$ 1,265.00
3.61.00	ZX4" FRAME & GRATE	\$ 876.00		1 EA	\$ 876.00	\$ 876.00		\$ -		\$ 876.00	100%	\$ -
4.10.08	8" DUCTILE IRON WATER MAIN	\$ 138.00		2 LF	\$ 276.00	\$ 1,242.00		\$ -		\$ 1,242.00	450%	\$ (1,242.00)
4.15.08	8" GATE VALVE, BOX COVER	\$ 1,007.00		1 EA	\$ 1,007.00			\$ -		\$ 1,007.00	100%	\$ (1,007.00)
5.00.00	ST. EXCAVATION & FOUNDATION MATERIAL	\$ 31.00		180 CY	\$ 4,960.00		102.6	\$ 3,180.60		\$ 3,180.60	64%	\$ 1,779.40
5.08.00	CONCRETE CURBING	\$ 32.00		28 LF	\$ 896.00	\$ 992.00		\$ -		\$ 992.00	111%	\$ (96.00)
5.10.03	ASPHALT CONCRETE BINDER TYPE 3	\$ 157.00		82 TONS	\$ 12,874.00		56.16	\$ 8,817.12		\$ 8,817.12	68%	\$ 4,056.88
TOTAL					\$ 283,177.25	\$ 268,663.70		\$ 12,907.32	\$ -	\$ 279,571.02	106%	\$ (18,393.77)

Item	Description	Unit Price	Est. Qty	Unit	Scheduled Values	Work Completed	Work Completed	Work Completed	Materials Presently Stored	Total Completed & stored to Date	%	Balance to Finish
						from Previous Application	This Period Quantity	This Period Amount				
1.01.00	LANDFILL											
	MOBILIZATION & MISC. WORK	\$ 1,050.00	1	LS	\$ 1,050.00		100%	\$ 1,050.00		\$ 1,050.00	100%	\$ -
1.01.01	STAKEOUT & ENGINEERING	\$ 1,575.00	1	LS	\$ 1,575.00		100%	\$ 1,575.00		\$ 1,575.00	100%	\$ -
1.02.01	SOIL EROSION & DUST CONTROL	\$ 600.00	1	LS	\$ 600.00		100%	\$ 600.00		\$ 600.00	100%	\$ -
1.03.00	UNCLASSIFIED EXCAVATION	\$ 11.00	15	CY	\$ 165.00		37.8	\$ 415.80		\$ 415.80	252%	\$ (250.80)
1.03.10	SELECT GRANULAR FILL	\$ 16.00	15	CY	\$ 240.00			\$ -		\$ -	0%	\$ 240.00
1.14.00	TOPSOIL & SEEDING	\$ 10.00	1778	SY	\$ 17,780.00		1685.8	\$ 16,858.00		\$ 16,858.00	95%	\$ 822.00
1.14.10	LANDFILL MEMBRANE	\$ 50.00	21	SY	\$ 1,050.00		32	\$ 1,600.00		\$ 1,600.00	152%	\$ (550.00)
1.14.12	GEO-TEXTILE	\$ 5.00	300	SY	\$ 1,500.00		333	\$ 1,665.00		\$ 1,665.00	111%	\$ (165.00)
1.14.13	PEA STONE	\$ 26.00	75	TON	\$ 1,950.00		75	\$ 1,950.00		\$ 1,950.00	100%	\$ -
2.02.02	UNCLASSIFIED BACKFILL	\$ 16.00	25	CY	\$ 400.00			\$ -		\$ -	0%	\$ 400.00
2.10.08	8" PVC SDR 35 PIPE	\$ 97.00	65	LF	\$ 6,305.00		65	\$ 6,305.00		\$ 6,305.00	100%	\$ -
2.21.06	6" PERF. DRAINAGE PIPE	\$ 21.00	300	LF	\$ 6,300.00		300	\$ 6,300.00		\$ 6,300.00	100%	\$ -
2.50.04	4" DIAMETER CONCRETE MANHOLE	\$ 390.00	10	VF	\$ 3,900.00		9.4	\$ 3,666.00		\$ 3,666.00	94%	\$ 234.00
2.51.00	SANITARY MANHOLE FRAME & COVER	\$ 700.00	1	EA	\$ 700.00		1	\$ 700.00		\$ 700.00	100%	\$ -
2.55.00	ALTER EXISTING MANHOLE	\$ 790.00	1	EA	\$ 790.00		1	\$ 790.00		\$ 790.00	100%	\$ -
2.58.00	36" HDPE END CAP	\$ 400.00	1	EA	\$ 400.00		1	\$ 400.00		\$ 400.00	100%	\$ -
TOTAL PAGE 1					\$ 44,705.00	\$ -	\$ 2,554.00	\$ 43,974.80	\$ -	\$ 43,974.80	98%	\$ 730.20

Item	Description	Unit Price	Est. Qty	Unit	Scheduled Values	Work Completed	Work Completed	Work Completed	Materials Presently Stored	Total Completed & stored to Date	%	Balance to Finish
						from Previous Application	This Period Quantity	This Period Amount				
	CHESTNUT TO HOLCOMB ST											
1.01.00	MOBILIZATION & MISC WORK	\$ 1,837.00		1 LS	\$ 1,837.00	1469.6	20%	\$ 367.40		\$ 1,837.00	100%	\$ -
1.01.01	STAKE OUT & ENGINEERING	\$ 1,470.00		1 LS	\$ 1,470.00	1176	20%	\$ 294.00		\$ 1,470.00	100%	\$ -
1.02.00	MAINTENANCE & PROTECTION OF TRAFFIC	\$ 1,439.00		1 LS	\$ 1,439.00	719.5	50%	\$ 719.50		\$ 1,439.00	100%	\$ -
1.02.01	SOIL EROSION & DUST CONTROL	\$ 367.00		1 LS	\$ 367.00	180	51%	\$ 187.17		\$ 367.17	100%	\$ <del>(0.17)</del>
1.03.00	UNCLASSIFIED EXCAVATION	\$ 11.00	5.25	CY	\$ 57.75			\$ -		\$ -	0%	\$ 57.75
1.03.10	SELECT GRANULAR FILL	\$ 16.00	5.25	CY	\$ 84.00			\$ -		\$ -	0%	\$ 84.00
1.05.00	TREE REMOVAL	\$ 900.00	2	EA	\$ 1,800.00	2700		\$ -		\$ 2,700.00	150%	\$ (900.00)
1.06.04	4" REINFORCED CONCRETE SIDEWALK	\$ 8.00	952	SF	\$ 7,616.00	7904		\$ -		\$ 7,904.00	104%	\$ (288.00)
1.06.06	6" REINFORCED CONCRETE SIDEWALK	\$ 10.00	80	SF	\$ 800.00	1385		\$ -		\$ 1,385.00	173%	\$ (585.00)
1.07.00	CONCRETE ENCASEMENT	\$ 200.00		1 CY	\$ 200.00			\$ -		\$ -	0%	\$ 200.00
1.07.01	CONTROL LOW STRENGHT MATERIAL (CLSM)	\$ 115.00	3	CY	\$ 345.00	7360		\$ -		\$ 7,360.00	2133%	\$ (7,015.00)
1.10.00	CITY MONUMENT REPLACEMENT	\$ 1,580.00		1 EA	\$ 1,580.00		1	\$ 1,580.00		\$ 1,580.00	100%	\$ -
1.14.00	TOPSOIL & SEEDING	\$ 9.00	1030	SY	\$ 9,270.00	8325		\$ -		\$ 8,325.00	90%	\$ 945.00
1.14.04	TREE REPLACEMENT	\$ 475.00		1 EA	\$ 475.00	1425		\$ -		\$ 1,425.00	300%	\$ (950.00)
1.14.05	FENCE REPLACEMENT	\$ 1,100.00		1 LS	\$ 1,100.00	1100		\$ -		\$ 1,100.00	100%	\$ -
2.10.08	8" PVC SDR 35 SANITARY SEWER	\$ 49.00	144	LF	\$ 7,056.00	8134		\$ -		\$ 8,134.00	115%	\$ (1,078.00)
2.10.08D1	8" PVC SDR 35 PIPE MH DROP	\$ 50.00	15	VF	\$ 750.00	1450		\$ -		\$ 1,450.00	193%	\$ (700.00)
2.10.24A	24" PVC SDR 35 Phase I	\$ 331.00	152	CY	\$ 50,312.00	49,650.00		\$ -		\$ 49,650.00	99%	\$ 662.00
TOTAL PAGE 2					\$ 86,558.75	\$ 92,978.10		\$ 3,148.07	\$ -	\$ 96,126.17	111%	\$ (9,567.42)

October 26, 2009

To: The Honorable Mayor and City Council

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

Subject: Request for Site Plan Approval an addition to the parking lot located at 1067 Marble Street, Parcels Number: 04-27-330.000 and 04-27-301.000.

A request has been submitted by Peter Clough of Four-Point Construction Management & Consulting, on behalf of Robert Freeman for the above subject site plan approval. The Planning Board reviewed the request at its October 6, 2009 meeting and adopted a motion recommending that the City Council approve the site plan with the conditions listed in the resolution. Attached is a copy of the report prepared for the Planning Board and an excerpt from its Minutes.

A revised site plan that addresses several of the conditions recommended by the Planning and Engineering Departments was submitted to the City Engineer on October 9, 2009. A copy of the plan is included in each City Council member's agenda package.

The Jefferson County Planning Board reviewed the site plan pursuant to General Municipal Law Section 239-m on October 27, 2009. It adopted a motion that the project does not have any significant county-wide or intermunicipal issues and is of local concern only.

Prior to considering the attached resolution, the City Council must respond to the questions in Part 2 and Part 3, if necessary, of the SEQRA Environmental Assessment Form. The resolution prepared for City Council consideration states that the project will not have a significant negative impact on the environment and approves the site plan submitted to the City Engineering Department on October 9, 2009, with the conditions recommended by the Planning Board.

# RESOLUTION

Page 1 of 2

Approving the Site Plan for an Addition to the Parking Lot Located at 1067 Marble Street, Parcels Number: 04-27-330.000 and 04-27-301.000.

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

YEA	NAY

Total .....

### *Introduced by*



WHEREAS Peter Clough of Four-Point Construction Management & Consulting, on behalf of Robert Freeman, has made an application for site plan approval, for an addition to the parking lot located at 1067 Marble Street, Parcels Number: 04-27-330.000 and 04-27-301.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on October 6, 2009 and recommended that the City Council of the City of Watertown approve the site plan, contingent upon the following:

1. Adding trees spaced 20 feet on center with shrubs in between them in the areas along the eastern property line where there are gaps in the existing tree line;
2. Silt fence is added along the northern property line where the new asphalt is being constructed;
3. Revised photometric plan with the lighting levels reduced to 0.5 foot-candles in the northeastern corner of the property be submitted;
4. Combine the Parcel Nos. 04-027-330.000 and 04-27-301.000 into one parcel;
5. A letter from the property owner is to be submitted stating that they allow the site plan to be completed.
6. Revised plans are to be submitted prior to the City Council meeting.

And,

WHEREAS the Planning Board of Jefferson County reviewed the site plan at its meeting held on October 27, 2009, and the board adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only, and

WHEREAS the applicant submitted a revised site plan on October 9, 2009 that addressed most of the Planning Board's conditions, and

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2 and has determined that the project, as submitted, is Unlisted and will not have a significant effect on the environment, and

# RESOLUTION

Page 2 of 2

Approving the Site Plan for an Addition to the Parking Lot Located at 1067 Marble Street, Parcels Number: 04-27-330.000 and 04-27-301.000.

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

Total .....

YEA	NAY

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute 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, New York that site plan approval is hereby granted to Peter Clough of Four-Point Construction Management & Consulting, on behalf of Robert Freeman, for an addition to the parking lot located at 1067 Marble Street, Parcels Number: 04-27-330.000 and 04-27-301.000, as shown on the revised site plan submitted to the City Engineer on October 9, 2009, with the following conditions:

1. Combine the Parcel Nos. 04-027-330.000 and 04-27-301.000 into one parcel;
2. A letter from the property owner is to be submitted stating that they allow the site plan to be completed.

And,

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

**Seconded by**



# MEMORANDUM

## City of Watertown Planning Office

245 Washington Street, Room 304

Watertown, New York 13601

315-785-7730

Fax: 315-782-9014

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

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

**SUBJECT:** Site Plan Approval – 1067 Marble Street

**DATE:** September 30, 2009

**Request:** Site Plan Approval for the at 1067 Marble Street, Parcels Number 04-27-330.000 and 04-27-301.000

**Applicant:** Peter Clough of 4.0 Construction Management and Construction on behalf of Robert Freeman

**Proposed Use:** Bus Garage

**Property Owner:** Freeman Bus Company Trust, Marble Street Garage Ltd., Gary R. Freeman, Betty E. Freeman

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### Submitted:

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Property Survey: Yes

Preliminary Architectural Drawings: No

Site Plan: Yes

Preliminary Site Engineering Plans: Yes

Vehicle and Pedestrian Circulation Plan: Yes

Construction Time Schedule: No

Landscaping and Grading Plan: No

Description of Uses, Hours & Traffic Volume: No

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SEQRA: Unlisted Action

County Planning Board Review Required: Yes

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### Zoning Information:

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District: Light Industry

Maximum Lot Coverage: None

Setback Requirements: None

Buffer Zone Required: No

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**Project Overview:** The project will consist of three proposals. The first will be the reconstruction of the entranceway from Marble Street into the Freeman Bus Garage lot. The second will be the addition of a new driveway at the rear of property to allow for greater flow of traffic around the site. The third will be to replace lights and light poles and add block heaters on the site for the buses in the winter.

**Parking:** There are 53 current parking spaces onsite that will be retained for employee or customer parking. There will be 22 bus parking spaces added to the north eastern portion of the property. The office space is 3,150 square feet is required to have 5 spaces for every 1000 square feet of usable space in this case there should be a minimum of 16 parking spaces available. When spaces from the rear portion of the property are taken away and used for bus space there is still adequate parking for this facility.

The garage is 26,598 square feet and is required to have 200 square feet of parking for every 1500 square feet of floor space and therefore are required to have 3,546.4 square feet of parking designated for this garage. This is roughly 23 parking spaces that must be provided for the bus garage. Therefore with the bus garage calculation and the office space calculation there must be a minimum of 39 parking spaces, which is exceeded by providing a total of 53 parking spaces onsite.

**Grading, Drainage and Utilities:** The only utility that is being altered onsite is electric, which is not a problem as shown. As for drainage and grading the only comment was to add a silt fence should along the northern property line where new asphalt is being constructed.

**Lighting:** On the photometric plan it can be seen that at the northeastern portion of the property the lighting levels exceed 0.5 cf over the property line. The lighting must be adjusted or moved in order to correct this problem.

**Landscaping:** There is no proposed landscaping shown for this site. The Planning Board's Landscaping and Buffer Zone Guidelines recommends that when an existing site is undergoing any external alteration or expansion that the site be gradually brought into compliance with the minimum standards of the guidelines. It states that the applicant should make every effort to include new landscaping and buffering as a part of any alteration or expansion.

The existing site meets some of the recommended treatments for landscaping including a landscaped strip along the street right-of-way which presently includes a 70'-100' setback with trees and interior parking lot landscaping which consists of a large landscaped island area at the east end of the bus garage.

However, the site does not contain any exterior parking lot landscaping along the eastern and northern property lines. The Planning Board's guidelines recommend an 8' wide landscaped strip around the perimeter of the parking lot with trees planted 40' on center. The plans show a 12'-15' grass strip along the eastern and northern property lines, but there are no proposed trees.

Landscaping along the eastern property line is probably the most important to help screen the existing residential use from the bus operations. While there is some off-site landscaping on the residential properties that provide a buffer, there are several areas where there are gaps in the tree line that could be filled in with trees.

**Other Comments:** Robert Freeman is not listed as the owner of the property in the City's assessment records and the project is on two parcels. Also, revised site plan sheets were submitted before the agenda was sent out that did not have an engineer's stamp or signature and sheet E-101 needs to be revised to match sheet C-101.

Final approval for this application will be given by the City Council after a recommendation from the Planning Board.

Any proposed signage for the project will not be approved as part of the site plan submission. Any proposed signage will be handled as a separate matter through the Bureau of Code Enforcement. It is an express condition of this site plan approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Codes Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan which, in the opinion of the City Engineer, would require Amended Site Plan approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Codes Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval.

**Summary:** The following lists several key issues that should be addressed:

1. Consideration should be given to adding trees along the eastern property line to fill in gaps in the existing tree line to provide a buffer to the residential properties located to the east.
2. Addition of a silt fence along the northern property line where new asphalt is being constructed.
3. Move or alter lighting to reduce lighting levels to 0.5 cf in the northeastern corner of the property and submit a new photometric plan.
4. Stamped and signed revised plans should be submitted to the City's Engineering Department.
5. Clarify ownership of the properties.
6. Assemble parcels once ownership is clarified.

cc: Planning Board Members  
City Council Members  
Robert J. Slye, City Attorney  
Justin Wood, Civil Engineer II  
Peter Clough, 4.0 Construction Management and Construction, 215 Washington Street,  
Watertown, NY 13601  
Robert Freeman, 1067 Marble Street, Watertown, NY 13601

## **OCTOBER 6, 2009 PLANNING BOARD MEETING MINUTES**

### **SITE PLAN APPROVAL REQUEST – 1067 MARBLE STREET PARCELS NOS. 04-27-330.000 AND 04-27-301.000**

The Planning Board considered a site plan approval request submitted by Peter Clough of 4.0 Construction Management and Consultants on behalf of Robert Freeman for the addition of a rear drive and new lighting located at 1067 Marble Street, Parcels Nos. 04-27-330.000 and 04-27-301.000.

Peter Clough was present from 4.0 Construction Management and Consultants. He explained the scope of the work to be done, and he explained that the entrance on the west end was going to be reconstructed; they would be adding block heater plug-ins along the northeast portion of the property for the buses; adding a new asphalt drive in the rear for better circulation and flow of the buses; and existing lights would be replaced as well. He said the new lighting along the drive would be fitted with back shields so as not to spill light onto neighboring properties.

Mr. Clough then addressed the summary items from the Planning Office report. He showed some photos of the existing landscaping along the eastern property line noting that much of the area is densely vegetated that provides a screen to the neighboring properties.

Mr. Valianos remarked that there were a few gaps in the landscaping in certain areas. There followed some general discussion on the landscaping in that area, and the Board concluded that the gaps along the eastern fence line needed to be filled in with landscaping. Mrs. Freda inquired about the bus parking area and asked which way it was going to be laid as the design had been changed from what they had in their packets to what was being shown in the presentation. The previously submitted plans had not been stamped or signed, and Ms. Longton stated that they needed to have a full set appropriately stamped and signed. She also remarked that once the revisions were complete on this project, a final signed and stamped set should be provided to the Engineering Department.

Mr. Clough then discussed the ownership of the parcels and stated that Mr. Freeman was in the process of purchasing the properties from his family trust and was not yet sure of the closing date. He said he could obtain a letter from the owner authorizing the application and construction. Mr. Clough mentioned that they are working on combining the properties into one parcel. Ms. Longton reminded them they need to file that with the County Clerk in order to combine the two parcels.

Mr. Clough then discussed the lighting issue. Mr. Valianos said that it was perhaps the location of the lights on the plans not matching that was causing the lighting that spilled over the property line to be above the 0.5 foot candle requirement. Mr. Clough said the plans would be revised to address the lighting and other issues.

Mr. Clough stated that he could have a resubmission by Friday, October 9, 2009, with all of those issues addressed. Mrs. Freda then inquired again about landscaping and the recommended spacing requirements. Mr. Lumbis replied that the guidelines for exterior parking lot landscaping state the spacing is 40 feet on center for large maturing trees or 20 feet on center for small to medium size maturing trees. Discussion continued on this point and it was decided that smaller trees set closer together with shrubs in between would be a better fit for screening purposes. Mr. Clough said he would work on the landscaping portion and asked if it was possible to wait on the planting until spring or if they were required to do that planting now. Mr. Lumbis replied that it was possible to still plant trees this time of year. He noted that the City has a planting scheduled for early November and that trees on this site could be planted up to the middle of November.

Mrs. Freda moved to recommend site plan approval for the request submitted by Peter Clough of 4.0 Construction Management and Consultants on behalf of Robert Freeman for the addition of a rear drive and new lighting located at 1067 Marble Street, Parcels Nos. 04-27-330.000 and 04-27-301.000, conditioned upon the following:

1. Adding trees spaced 20 feet on center with shrubs in between them in the areas along the eastern property line where there are gaps in the existing tree line;
2. Silt fence is added along the northern property line where the new asphalt is being constructed;
3. Revised photometric plan with the lighting levels reduced to 0.5 footcandles in the northeastern corner of the property be submitted;
4. Combine the Parcel Nos. 04-027-330.000 and 04-27-301.000 into one parcel;
5. A letter from the property owner is to be submitted stating that they allow the site plan to be completed.
6. Revised plans are to be submitted prior to the City Council meeting.

Mr. Valianos seconded the motion. All voted in favor.

Mr. Valianos made a motion to adjourn the meeting. Mrs. Freda seconded the motion and all voted in favor. The meeting was adjourned at 1:55 p.m.



**Department of Planning**  
175 Arsenal Street  
Watertown, NY 13601

Donald R. Canfield  
Director of Planning

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

October 29, 2009

Jacqueline Longton, Planner  
City of Watertown  
245 Washington Street, Room 304  
Watertown, NY 13601

Re: 4.0 Construction Management, Site Plan Review for Freeman Bus,  
JCDP File # C 9 - 09

Dear Jackie:

On October 27, 2009, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

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

The County Planning Board has the following local advisory comments:

There were no stormwater facilities shown on the site plan, as required by Article IX, §310-56, paragraph A(6) of the City of Watertown Zoning Ordinance. The local board should request an updated plan showing the stormwater facilities to ensure that there will be no negative impacts on adjacent properties and Marble St from the increase in runoff.

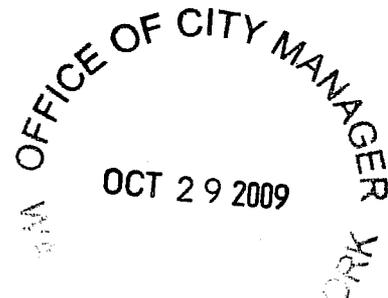
According to the landscaping regulations found in Article IX, §310-59 of the local Zoning Ordinance, an industrial use is required to have a 15 foot landscaped strip along the front yard, as well as a 5 foot landscaped strip along the side and rear yards, which does not appear to have been met. The local board should ensure that the project is adequately landscaped so as to buffer it from the road and neighboring residences.

Please note that the advisory comments are not a condition of the County Planning Board's action. They are listed to assist the local board in its review of the project. The local board is free to make its final decision.

General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action. Thank you.

Sincerely,

Jennifer L. Voss  
Community Development Coordinator





Four-Point Construction Management & Consulting

215 Washington Street  
Watertown, New York 13601

(315) 771-0143 – Cell Phone  
e-mail pclough@4pointcmc.com

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September 18, 2009

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

Dear Mr. Hauk:

Attached please find the Site Plan Application for the Freeman Transportation Group's Parking Lot Reconstruction Project. Included are the required drawings, a completed Short Environmental Assessment Form and the Site Plan Application.

If you have any questions or need further information, please feel free to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Clough', written over a horizontal line.

Peter S. Clough  
Partner





Four-Point Construction Management & Consulting

215 Washington Street  
Watertown, New York 13601

(315) 771-0143 - Cell Phone  
e-mail pclough@4pointcmc.com

October 9, 2009

Ms. Jackie Lancto  
City of Watertown  
City Planning  
245 Washington Street  
Watertown, New York 13601

Dear Ms. Lancto:

Attached please find the updated plans requested as a result of the City of Watertown Planning Board review and meeting which took place on Tuesday, October 6, 2009.

The planning board has also requested a letter from the current owner authorizing the improvements to be made at the existing property. The owner has moved to his winter residence in Texas already so we anticipate receiving the letter back from him early next week.

The board has also requested that the two parcels be merged into one. Mr. Freeman is more than willing to file that with the County Clerk's Office and will do so as soon as he becomes the owner of the property.

If you have any questions or need further information, please feel free to contact me.

Sincerely,

Peter S. Clough  
Partner





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## CITY OF WATERTOWN SITE PLAN APPLICATION PROCESS

The applicant is responsible for completeness of application and inclusion of all required information.

**\*\*INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED\*\***

In order to expedite the Site Plan review process, all applicants are encouraged to have a pre-application meeting with Planning & Engineering staff. Staff can be reached at (315) 785-7740.

In the interest of expediting site plan approvals, the City of Watertown wishes to advise you of the procedures in applying for these referrals:

### A. Fill out the Site Plan / Site Plan Waiver - Determination Flow Chart below:

1. Is the use a one, two, or three family dwelling?  
 YES (Site Plan Review is **not** required. You may apply directly for Building Permit.)  
 NO (Go to question 2)
2. Is your building or parking lot construction or expansion less than or equal to 400 sq. ft.?  
 YES (Site Plan Review is not required. You may apply directly for Building Permit.)  
 NO (Go to question 3)
3. Does your building or parking lot construction or expansion exceed 2500 sq. ft.?  
 YES (Site Plan Review required. Submit the Site Plan Application Form.)  
 NO (Go to question 4)
4. Is your proposed building the first on the lot?  
 YES (Site Plan Review required. Submit the Site Plan Application Form.)  
 NO (Go to question 5)
5. Does your project involve a change in the property boundaries?  
 YES (Site Plan Review required. Submit the Site Plan Application Form.)  
 NO (Go to question 6)
6. Does your building or parking lot construction or expansion change or impair the overall grading, circulation, drainage, utility services, and appearance and visual effect of the property?  
 YES (Site Plan Review required. Submit the Site Plan Application Form.)  
 NO (\*Site Plan Waiver allowed. Submit the Site Plan Waiver Form.)

\* The City of Watertown Planning Board reserves the right to require Site Plan Review.



B. When Jefferson County Planning Board review is necessary, one additional set is required. **SUBMISSION MUST CONTAIN COMPLETE COLLATED SETS OF ALL DATA.**  
 A complete submittal set at a minimum contains the following:

1. For Site Plan Approval \*
  - 15 sets - At least 3 full size, including one original full size.
    - Remaining sets can be 11x17 if legible.
    - Completed Site Plan Application (see attached application form).
  - \* City Council Approval is required for Site Plans.
  
2. For Site Plan Waiver Approval \*\*
  - 10 sets - At least 3 full size, including one original full size.
    - Remaining sets can be 11x17 if legible
    - Completed Site Plan Waiver Application (see attached application form).
  - \*\* Site Plan approval of City Council would be waived by the City of Watertown Planning Board.

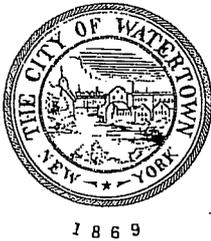
C. Address submittals to:  
 Kurt W. Hauk, P.E.  
 City Engineer  
 Room 305, City Hall  
 245 Washington Street  
 Watertown, NY 13601

D. A \$50.00 application fee must accompany the submittal.  
 A \$50.00 application fee must accompany each resubmittal. You will be notified by the Engineering Department if an application requires a resubmittal.  
 Make checks payable to the City of Watertown.

E. All Site Plan submittals must be received by the City Engineer at least 14 calendar days prior to the next Planning Board Meeting; 21 calendar days if Jefferson County Planning Board action is necessary. Failure to meet the submittal deadline will result in **not** making the agenda for the upcoming Planning Board Meeting. **THERE ARE NO EXCEPTIONS.** The City Planning Board meets on the first Tuesday of each month at 1:30 P.M. in the City Council Chambers on the 3<sup>rd</sup> Floor of City Hall.

CITY OF WATERTOWN PLANNING BOARD 2009 (1 <sup>ST</sup> TUES. MONTH)		CITY OF WATERTOWN CITY COUNCIL 2009 (1 <sup>ST</sup> & 3 <sup>RD</sup> MONDAY @ 7 PM)		JEFFERSON COUNTY PLANNING BOARD 2009 (LAST TUES. MONTH)	
MEETING DATE	DEADLINE	MEETING DATE		MEETING DATE	DEADLINE
Jan. 6	Dec. 23	Jan. 5, 20★		Jan. 27	Jan. 13
Feb. 3	Jan. 20	Feb. 2, 17★		Feb. 24	Feb. 10
March 3	Feb. 17	March 2, 16		March 31	March 17
April 7	March 24	Apr. 6, 20		April 28	April 14
May 5	April 21	May 4, 18		May 26	May 12
June 2	May 19	Jun. 1, 15		June 30	June 16
July 7	June 23	July 6, 20		July 28	July 14
Aug. 4	July 21	Aug. 3, 17		Aug. 25	Aug. 11
Sept. 1	Aug. 18	Sept. 8★, 21		Sept. 29	Sept. 15
Oct. 6	Sept. 22	Oct. 5, 19		Oct. 27	Oct. 13
Nov. 3	Oct. 20	Nov. 2, 16		Nov. 24	Nov. 10
Dec. 1	Nov. 17	Dec. 7, 21		Dec. 29	Dec. 15

★ Meeting will be held the next day when Monday is a holiday



CITY OF WATERTOWN  
SITE PLAN APPLICATION  
AND  
SHORT ENVIRONMENTAL  
ASSESSMENT FORM, PART 1

\*\* Provide responses for all sections. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. Failure to submit required information by the submittal deadline will result in **not** making the agenda for the upcoming Planning Board meeting.

**PROPERTY LOCATION**

Proposed Project Name: Freeman Transportation Group Parking Lot Reconstruction  
Tax Parcel Number: 427 330 + 427301  
Property Address: 1067 Marble Street, Watertown, NY 13601  
Existing Zoning Classification: Industrial

**OWNER OF PROPERTY**

Name: Robert Freeman  
Address: 1067 Marble Street  
Watertown, NY 13601  
Telephone Number: 315-788-1900  
Fax Number: 315-788-3883

**APPLICANT**

Name: Peter Clough / 4.0 Construction Management + Construction (on behalf of Robert Freeman)  
Address: 25 Washington St,  
Watertown, NY 13601  
Telephone Number: 315-771-0143  
Fax Number: \_\_\_\_\_  
Email Address: pclough@4pointcnc.com

**ENGINEER/ARCHITECT/SURVEYOR**

Name: Bernier Carr + Associates  
Address: 327 Mallin St  
Watertown, NY 13601  
Telephone Number: 315-782-8130  
Fax Number: 315-779-9128  
Email Address: v.fague@thebcgroup.com

**PROJECT DESCRIPTION**

Describe project and proposed use briefly:

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Is proposed Action:

- New       Expansion       Modification/Alteration

Amount of Land Affected:

Initially: .95 Acres      Ultimately: \_\_\_\_\_ Acres

Will proposed action comply with existing zoning or other existing land use restrictions?

- Yes       No      If no, describe briefly

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What is present land use in vicinity of project?

- Residential       Industrial       Commercial       Agriculture  
 Park/Forest/Open Space       Other

Describe: \_\_\_\_\_

Does project involve a permit approval, or funding, now or ultimately from any other Governmental Agency (Federal, State or Local)?

- Yes       No      If yes, list agency(s) and permit/approval(s)

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Does any aspect of the project have a currently valid permit or approval?

- Yes       No      If yes, list agency(s) and permit/approval(s)

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As a result of proposed project, will existing permit/approval require modification?

Yes

No

Proposed number of housing units (if applicable): NA

Proposed building area: 1<sup>st</sup> Floor NA Sq. Ft.  
2<sup>nd</sup> Floor NA Sq. Ft.  
3<sup>rd</sup> Floor NA Sq. Ft.  
Total NA Sq. Ft.

Area of building to be used for the boiler room, heat facilities, utility facilities and storage: NA Sq. Ft.

Number of parking spaces proposed: NA

Construction Schedule: October 15 to December 15

Hours of Operation: 7-5

Volume of traffic to be generated: 15 ADT

## REQUIRED DRAWINGS:

\*\* The following drawings with the listed information **ARE REQUIRED, NOT OPTIONAL**. If the required information is not included and/or addressed, the Site Plan Application will **not** be processed.

### **BOUNDARY & TOPOGRAPHIC SURVEY**

(Depict existing features as of the date of the Site Plan Application. This Survey and Map must be performed and created by a Professional Land Surveyor licensed and currently registered to practice in the State of New York. This Survey and Map must be stamped and signed with an original seal and signature on at least one copy, the rest may be copies thereof.

All elevations are National Geodetic Vertical Datum of 1929 (NGVD29).

1' contours are shown & labeled with appropriate spot elevations.

All existing features on and within 50 feet of the subject property are shown and labeled.

All existing utilities on and within 50 feet of the subject property are shown and labeled.

All existing easements and/or right-of-ways are shown and labeled.

Existing property lines (bearings & distances), margins, acreage, zoning, existing land use, reputed owner, adjacent reputed owners & tax parcel numbers are shown and labeled.

The north arrow & graphic scale are shown.

### **DEMOLITION PLAN (If Applicable)**

All existing features on and within 50 feet of the subject property are shown and labeled.

All items to be removed are labeled in darker text.

### **SITE PLAN**

All proposed above ground features are depicted and clearly labeled.

All proposed features are clearly labeled "proposed".

All proposed easements & right-of-ways are shown and labeled.

Land use, zoning, & tax parcel number are shown.

- The Plan is adequately dimensioned including radii.
- The line work & text for all proposed features is shown darker than existing features.
- All vehicular & pedestrian traffic circulation is shown including a delivery or refuse vehicle entering and exiting the property.
- Proposed parking & loading spaces including ADA accessible spaces are shown and labeled.
- Refuse Enclosure Area (Dumpster), if applicable, is shown. Section 161-19.1 of the Zoning Ordinance states, "No refuse vehicle or refuse container shall be parked or placed within 15 feet of a party line without the written consent of the adjoining owner, if the owner occupies any part of the adjoining property".
- The north arrow & graphic scale are shown.

**GRADING PLAN**

- All proposed below ground features including elevations & inverts are shown and labeled.
- All proposed above ground features are shown and labeled.
- The line work & text for all proposed features is shown darker than existing features.
- All proposed easements & right-of-ways are shown and labeled.
- 1' existing contours are shown dashed & labeled with appropriate spot elevations.
- 1' proposed contours are shown & labeled with appropriate spot elevations.
- All elevations are National Geodetic Vertical Datum of 1929 (NGVD29).
- ~~NA~~ Sediment & Erosion control are shown & labeled on the grading plan unless separate drawings have been provided as part of a Stormwater Pollution Prevention Plan (SWPPP).

**UTILITY PLAN**

- All proposed above & below ground features are shown and labeled.
- All existing above & below ground utilities including sanitary, storm water, water, electric, gas, telephone, cable, fiber optic, etc. are shown and labeled.

- All proposed easements & right-of-ways are shown and labeled.
- The Plan is adequately dimensioned including radii.
- The line work & text for all proposed features is shown darker than existing features.
- The following note has been added to the drawings stating, "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supercede all other plans and specifications provided."

**LANDSCAPING PLAN**

- All proposed above ground features are shown and labeled.
- All proposed trees, shrubs, and other plantings are shown and labeled.
- All proposed landscaping & text are shown darker than existing features.
- All proposed landscaping is clearly depicted, labeled and keyed to a plant schedule that includes the scientific name, common name, size, quantity, etc.
- For additional landscaping requirements where nonresidential districts and land uses abut land in any residential district, please refer to Section 310-59, Landscaping of the City's Zoning Ordinance.
- Site Plan complies with and meets acceptable guidelines set forth in Appendix A - Landscaping and Buffer Zone Guidelines (August 7, 2007).**

**PHOTOMETRIC PLAN (If Applicable)**

- All proposed above ground features are shown.
- Photometric spot elevations or labeled photometric contours of the property are clearly depicted. Light spillage across all property lines shall not exceed 0.5 foot-candles.

**CONSTRUCTION DETAILS & NOTES**

- All details and notes necessary to adequately complete the project including, but not limited to, landscaping, curbing, catch basins, manholes, water line, pavement, sidewalks, trench, lighting, trash enclosure, etc. are provided.
- Maintenance & protection and traffic plans & notes for all required work within City streets including driveways, water laterals, sanitary laterals, storm connections, etc. are provided.

- The following note must be added to the drawings stating:  
"All work to be performed within the City of Watertown margin will require sign-off from a Professional Engineer, licensed and currently registered to practice in the State of New York, that the work was built according to the approved site plan and applicable City of Watertown standards. Compaction testing will be required for all work to be performed within the City of Watertown margin and must be submitted to the City of Watertown Codes Department."

**PRELIMINARY ARCHITECTURAL PLANS** (If Applicable)

- Floor plan drawings, including finished floor elevations, for all buildings to be constructed are provided.
- Exterior elevations including exterior materials and colors for all buildings to be constructed are provided.
- Roof outline depicting shape, slope and direction is provided.

**ENGINEERING REPORT**

**\*\* The engineering report at a minimum includes the following:**

- Project location
- Project description
- Existing & proposed sanitary sewer flows & summary
- Water flows & pressure
- Storm Water Pre & Post Construction calculations & summary
- Traffic impacts
- Lighting summary
- Landscaping summary

GENERAL INFORMATION

ALL ITEMS ARE STAMPED & SIGNED WITH AN ORIGINAL SIGNATURE BY A PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR SURVEYOR LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK.

If required, a copy of the Stormwater Pollution Prevention Plan (SWPPP) submitted to the NYSDEC will also be sent to the City of Watertown Engineering Department.

If required, a copy of all submittals sent to the New York State Department of Environmental Conservation (NYSDEC) for the sanitary sewer extension permit will also be sent to the City of Watertown Engineering Department

If required, a copy of all submittals sent to the New York State Department of Health (NYSDOH) will also be sent to the City of Watertown Engineering Department.

Signage will not be approved as part of this submission. It requires a sign permit from the Codes Department. See Section 310-52.2 of the Zoning Ordinance.

Plans have been collated and properly folded.

Explanation for any item not checked in the Site Plan Checklist.

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Completed SEQR – Short Environmental Assessment Form – Part I.

\*A copy of the SEQR Form can be obtained from the City of Watertown website.

**SIGNATURE**

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

Applicant (please print) Peter Clough  
Applicant Signature  Date: 9/18/09

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

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

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

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

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic 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)?

Yes  No If Yes, explain briefly:

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

Yes  No If Yes, explain briefly:

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

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

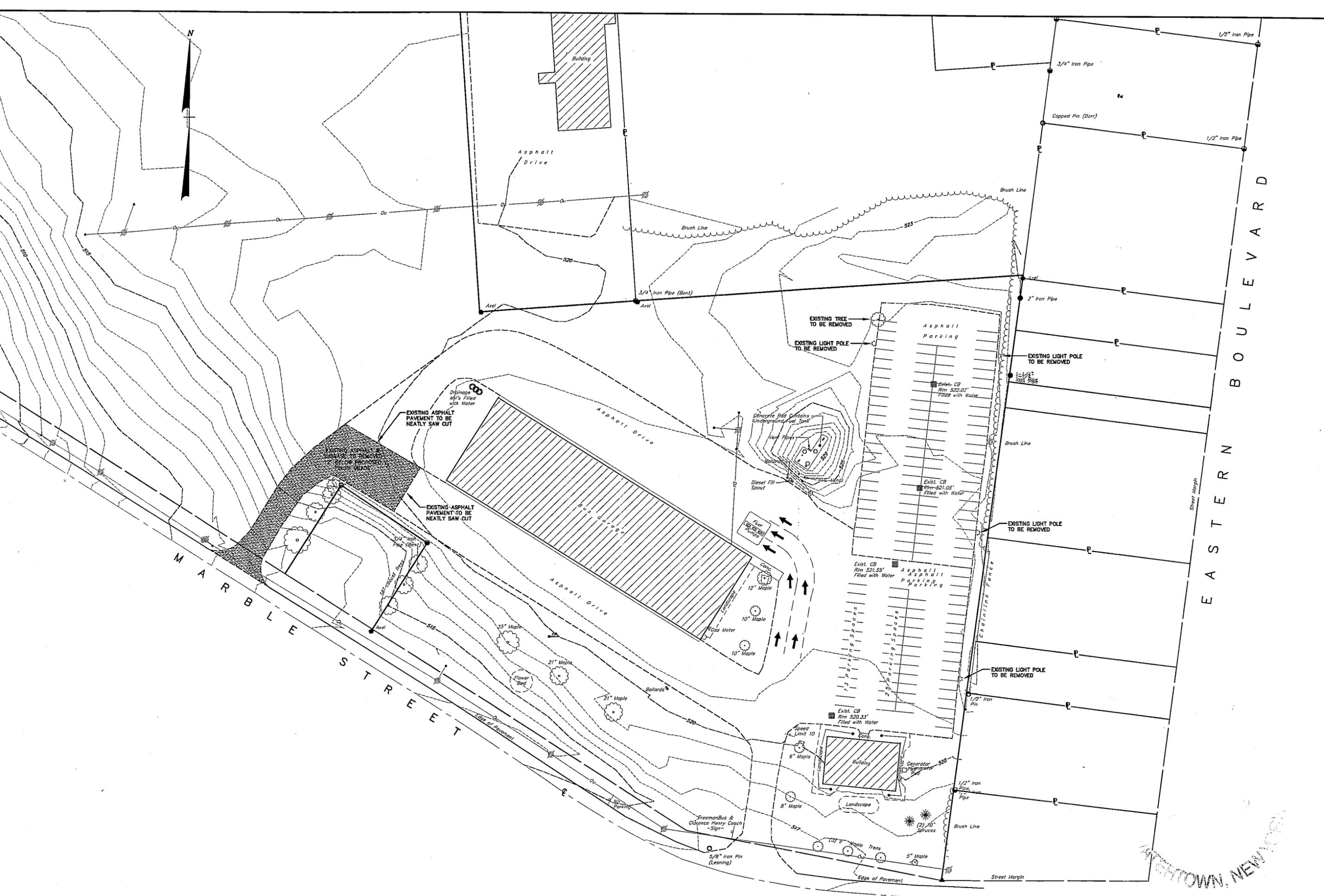
\_\_\_\_\_  
Date

\_\_\_\_\_  
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)



THE BERNIER CARR GROUP  
 BERNIER, CARR & ASSOCIATES, P.C. • MACH ARCHITECTURE + ENGINEERING, P.C.  
 engineers • architects • planners • surveyors • construction managers

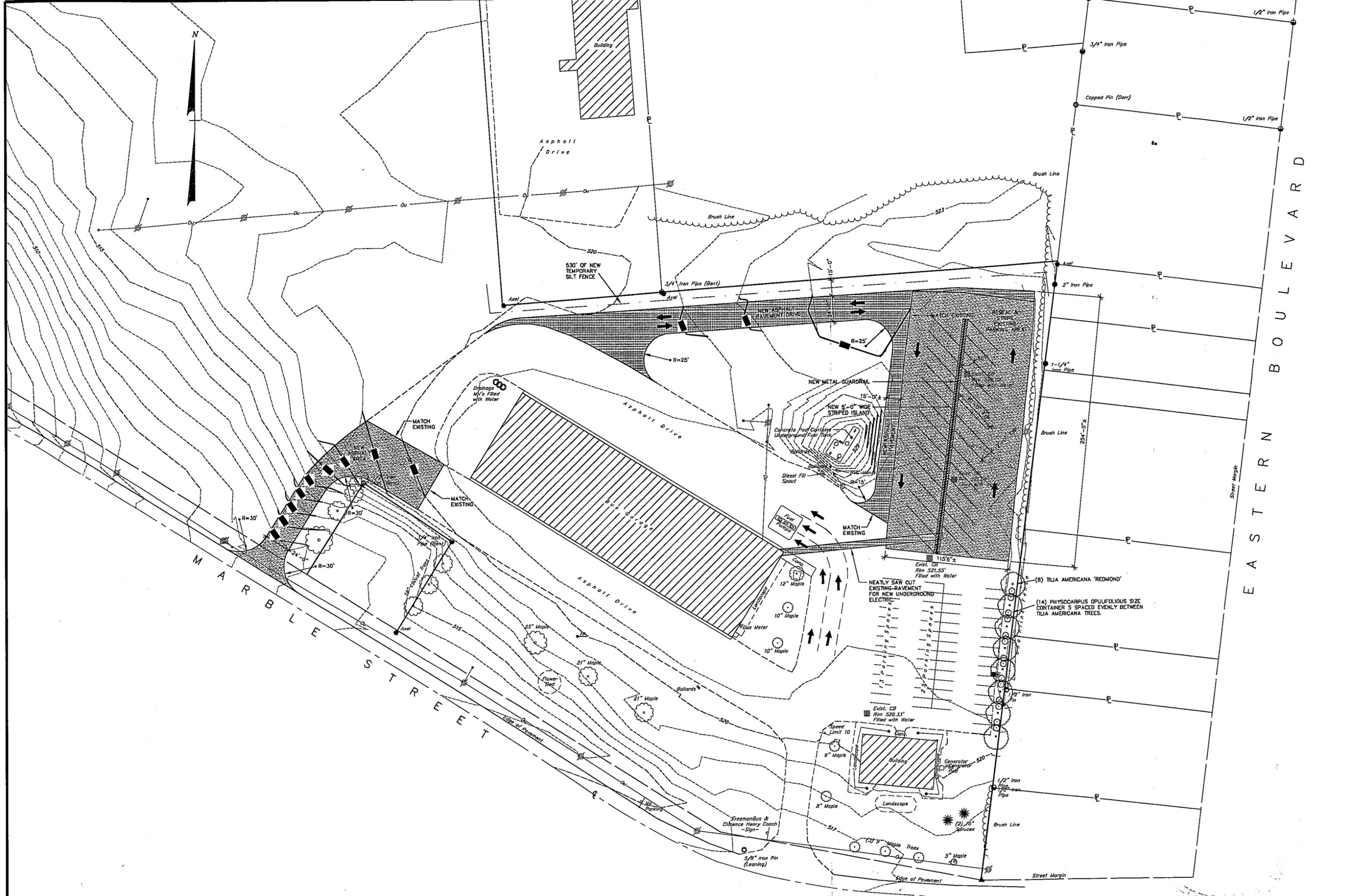


DEMOLITION SITE PLAN  
 FREEMAN BUS  
 MARBLE STREET & WATER STREET

City of Watertown County of Jefferson State of New York

Revisions:  
 1.)  
 THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AT THE SITE & NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES.  
 Drawn By: EMW  
 Checked By: MHR  
 Scale: 1"=40'  
 Date: 09/02/2009  
 File No.: 2009-086

DEMOLITION SITE PLAN  
 SCALE 1"=40'



SITE PLAN  
SCALE 1"=40'

THE BERNIER CARR GROUP  
BERNIER, CARR & ASSOCIATES, P.C. • MACH ARCHITECTURE + ENGINEERING, P.C.  
engineers • architects • planners • surveyors • construction managers

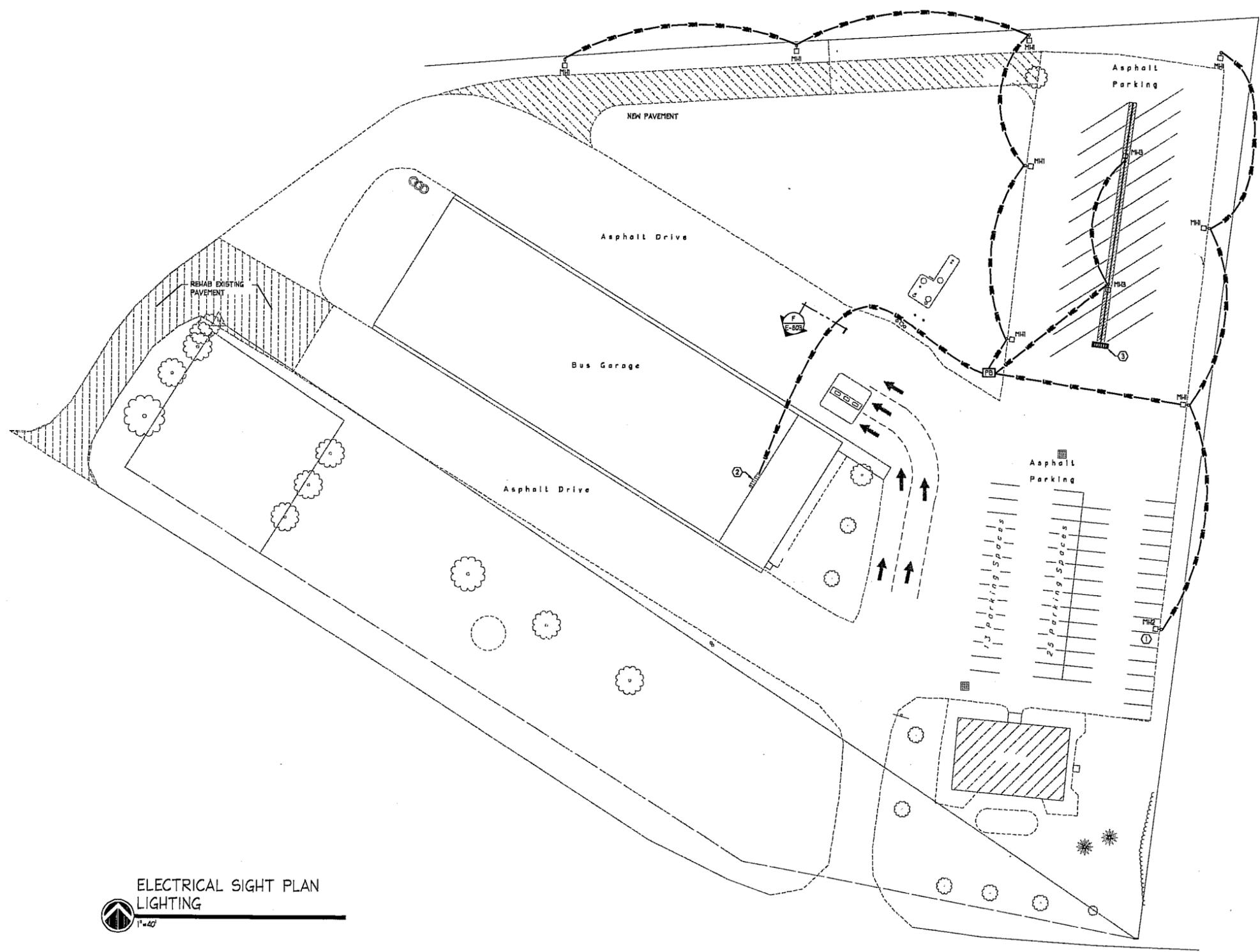


Copyright 2009. All rights reserved. REUSE OF THESE DOCUMENTS WITHOUT THE EXPRESS WRITTEN PERMISSION OF BERNIER, CARR & ASSOCIATES, P.C. IS PROHIBITED. WARNING - IT IS A VIOLATION OF ARTICLE 145 SECTIONS 7709 AND 7707 OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A REGISTERED ARCHITECT, ENGINEER OR SURVEYOR, TO REPRODUCE OR TRANSMIT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ABOVE-NAMED PARTY.

SITE PLAN  
FREEMAN TRANSPORTATION GROUP  
PARKING LOT RECONSTRUCTION  
1067 MARBLE STREET  
City of Watertown County of Jefferson State of New York

Revisions: 1.)	
THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AT THE SITE & NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES.	
Drawn By BMW	Checked By MHR
Scale 1"=40'	Date 9/29/2009
File No. 2009-086	
Sheet No.	

AD1-C-101



ELECTRICAL SIGHT PLAN LIGHTING  
1"=40'

- GENERAL SHEET NOTES:**
- REFER TO E1-100 FOR SITE LIGHTING DETAILS AND CIRCUITING INFORMATION.
  - PROVIDE ADDITIONAL PULLBOXES AS REQUIRED BY NEC AND AS REQUIRED FOR EASE OF CABLE PULLING. SIZE BOXES IN ACCORDANCE WITH NEC.
  - GENERAL CONTRACTOR SHALL PROVIDE FOUNDATIONS FOR LIGHTING POLES COORDINATION REQUIRED.
- KEY NOTES - THIS SHEET:**
- LIGHT MAST'S SHALL BE PROVIDED & INSTALLED BY ELECTRICAL CONTRACTOR. MAST FOUNDATIONS PROVIDED BY OTHERS. COORDINATE AS REQUIRED.
  - EXISTING 240/120 100A PANEL TO REMAIN.
  - 240/120 100A PANEL 'L1'



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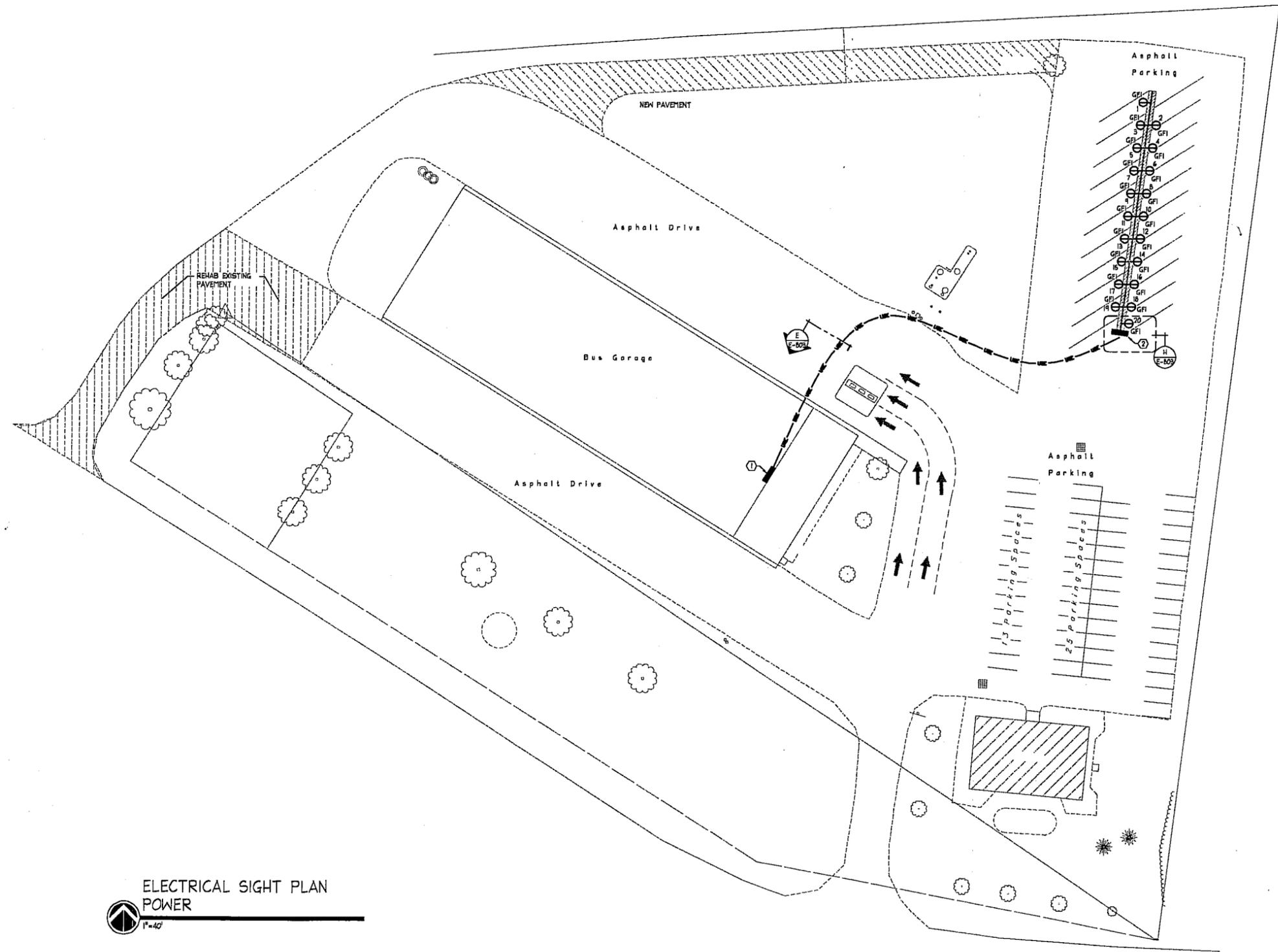
ELECTRICAL SITE PLAN  
FREEMAN BUS  
MARBLE STREET & WATER STREET  
City of Watertown County of Jefferson State of New York

Revisions:  
1.)

THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AT THE SITE & NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES.

Drawn By SL	Checked By
Scale 1"=40'	Date
File No. 2009-086	
Sheet No.	

E-100



ELECTRICAL SITE PLAN  
POWER  
1"=40'

GENERAL SHEET NOTES:  
1. REFER TO SHEET E-000 FOR ELECTRICAL LEGENDS, ABBREVIATIONS AND GENERAL NOTES.  
  
KEY NOTES - THIS SHEET:  
① EXISTING 208V/20, 3 PHASE, 100A PANEL TO REMAIN  
② 208V/20, 3 PHASE, 100A PANEL "LI". REFER TO SHEET E-603 FOR MOUNTING DETAIL

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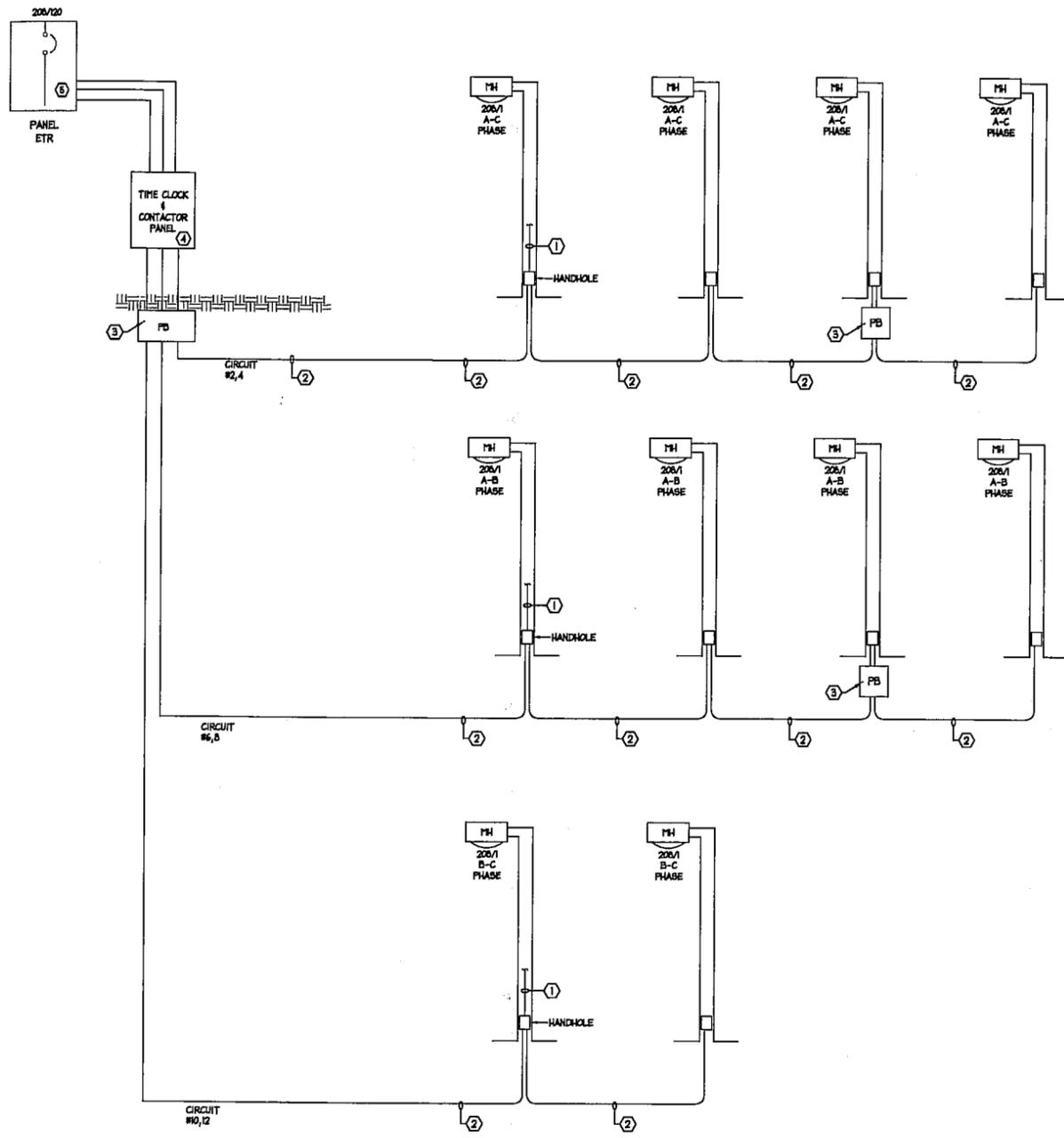


ELECTRICAL SITE PLAN  
FREEMAN BUS GARAGE  
MARBLE STREET & WATER STREET

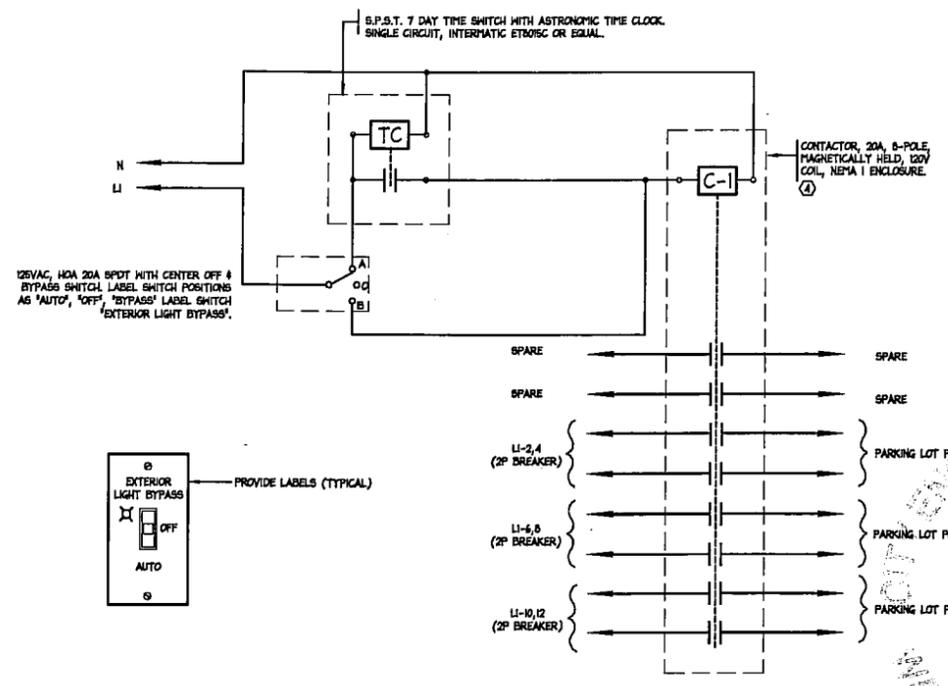
City of Watertown County of Jefferson State of New York



Revisions:  
1.)  
  
THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AT THE SITE & NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES.  
Drawn By: SL Checked By:  
Scale: 1"=40' Date:  
File No. 2009-086  
Sheet No. E-101



SITE LIGHTING CIRCUITING DETAIL PARKING AREA A  
NOT TO SCALE



SITE LIGHTING TIME CLOCK AND CONTRACTOR DETAIL B  
NOT TO SCALE

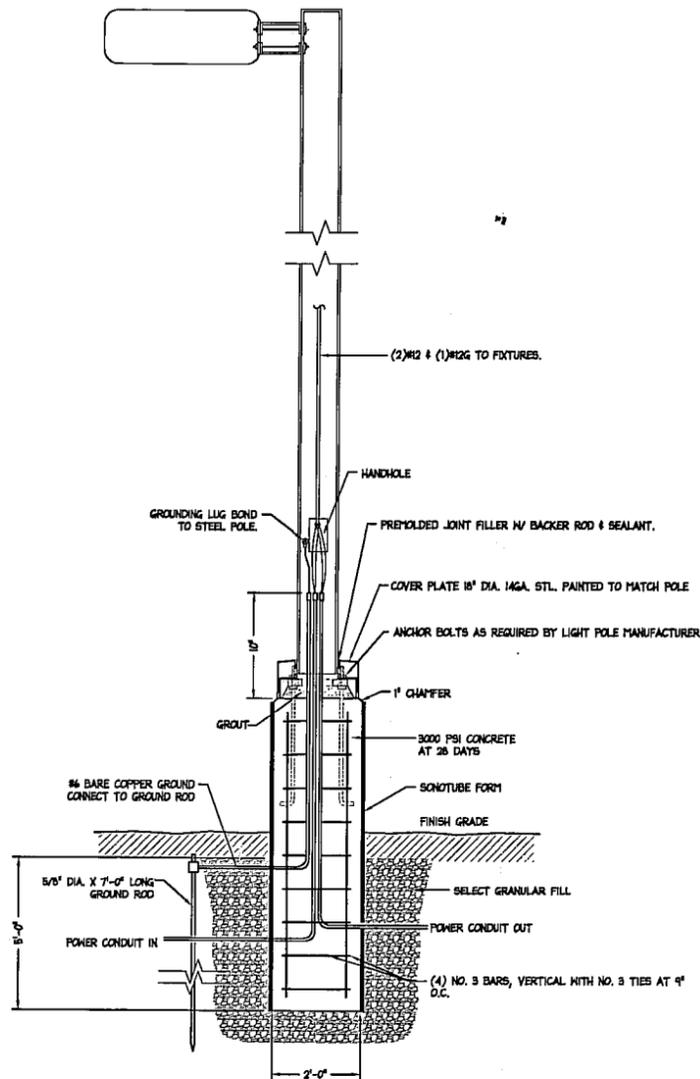
- GENERAL SHEET NOTES:
- REFER TO SHEET EI-000 FOR ELECTRICAL SYMBOLS & ABBREVIATIONS.
  - LIGHT POLE HANDHOLE SPLICES SHALL BE IN LIGHT POLE HANDHOLES OR PULL BOXES. UTILIZE WATERTIGHT SPLICING METHODS. AVOID UNDERGROUND SPLICES.
  - REFER TO EI-100 FOR POLE LOCATIONS.
- KEY NOTES - THIS SHEET:
- UTILIZE (2) #12 & #16 FROM HANDHOLE UP TO LUMINAIRE TYPICAL FOR ALL POLES.
  - PROVIDE (2) #10 & #16 (1" PER BURIAL DETAIL).
  - PROVIDE LIGHTING PULL BOXES AS REQUIRED BY NEC AND AS NECESSARY FOR EASE OF CABLE PULLING. BOXES SHALL BE QUARTZ FIBERGLASS ELECTRICAL HANDHOLE (OR EQUAL) PER SPECIFICATION SECTION 26 0537. SIZE BOXES PER NEC.
  - PROVIDE 20A 8-POLE MAGNETICALLY HELD LIGHTING CONTACTOR IN NEMA 1 ENCLOSURE. MOUNT IN MECHANICAL ROOM ON AVAILABLE WALL SPACE ADJACENT TO PANEL "LI". COORDINATE COIL VOLTAGE WITH BUILDING MANAGEMENT SYSTEM REQUIREMENTS. REFER TO EXTERIOR LIGHTING CONTROL WIRING DIAGRAM BELOW.
  - PROVIDE (3) NEM 20A/2P BREAKERS IN EXISTING PANEL. MATCH EXISTING TYPE AND AIC RATING.

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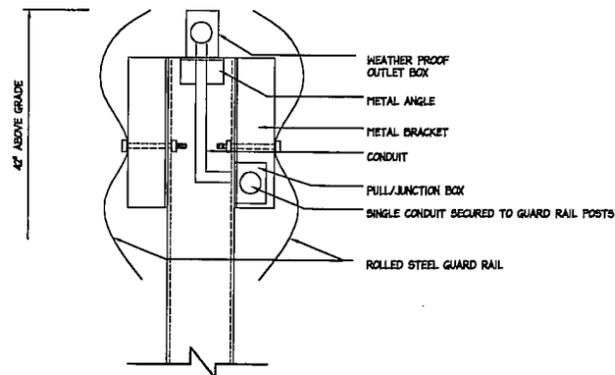


DETAILS  
FREEMAN BUS  
MARBLE STREET & WATER STREET  
City of Watertown County of Jefferson State of New York

Revisions:  
1.)  
THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AT THE SITE & NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES.  
Drawn By: SL  
Checked By: MHR  
Scale: AS NOTED  
Date:  
File No.: 2009-088



**SITE LIGHTING CIRCUITING DETAIL (A)**  
SCALE: NTS

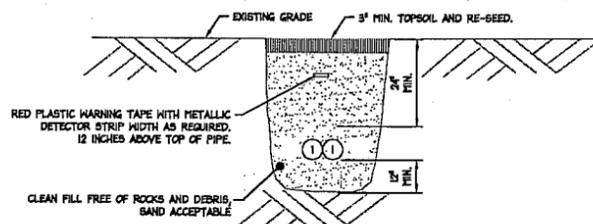


**GUARD RAIL OUTLET DETAIL (C)**  
SCALE: NTS

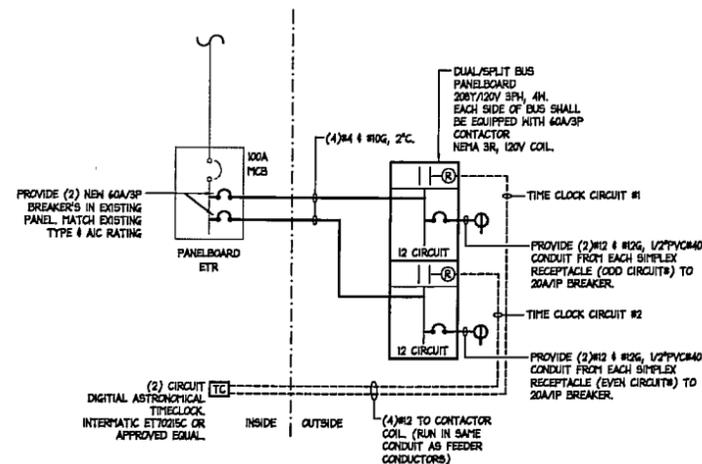
**CUTTING/PATCHING GENERAL NOTES:**

- CUTTING, TRENCHING, FILL AND ASPHALT REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
- CRUSHED AGGREGATE BASE FOR TRENCHES, COMPACT TO 98% MAXIMUM DRY DENSITY.

CONDUIT SIZE AND DESCRIPTION
① 2" PVC #80 CONDUIT PARKING LOT PANEL REFER TO SINGLE LINE FOR CONDUCTOR SIZE.



**FEEDER UNDERGROUND ELECTRICAL (E)**  
SCALE: NTS

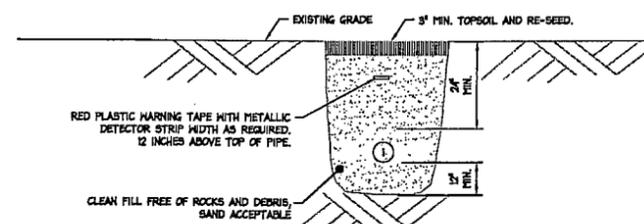


**SINGLE LINE DIAGRAM (D)**  
SCALE: NTS

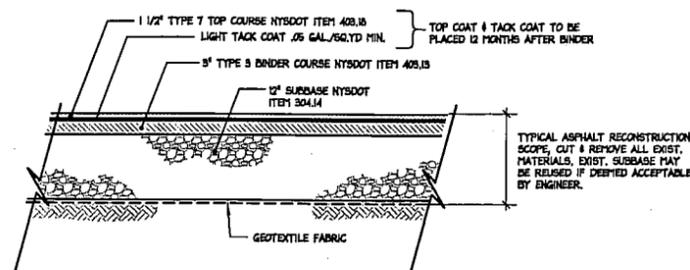
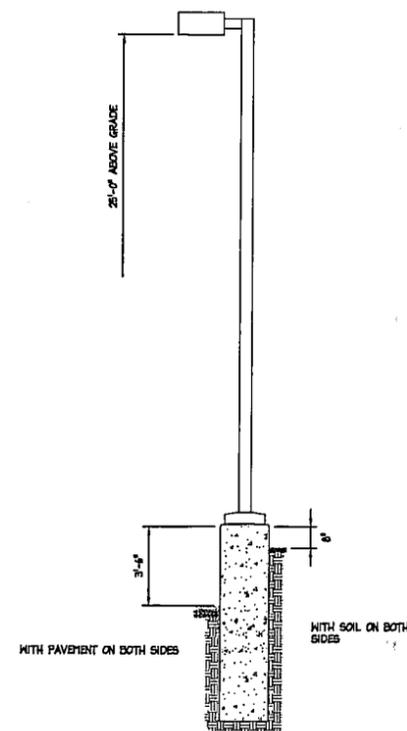
**CUTTING/PATCHING GENERAL NOTES:**

- CUTTING, TRENCHING, FILL AND ASPHALT REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
- CRUSHED AGGREGATE BASE FOR TRENCHES, COMPACT TO 98% MAXIMUM DRY DENSITY.

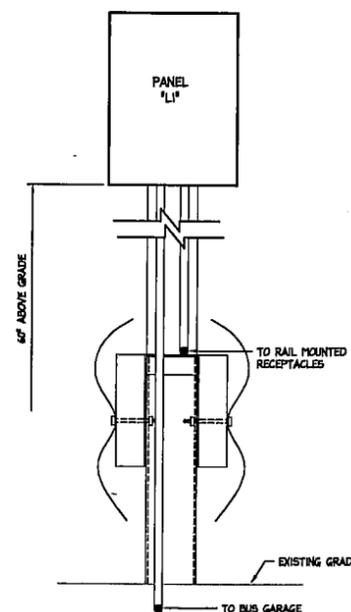
CONDUIT SIZE AND DESCRIPTION
① 1" PVC SCHEDULE 80 - SITE PARKING LOT LIGHTING



**SITE LIGHTING UNDERGROUND ELECTRICAL (F)**  
SCALE: NTS



**NEW ASPHALT PAVEMENT DETAIL (G)**



**GENERAL SHEET NOTES:**

- REFER TO SHEET EI-000 FOR ELECTRICAL LEGENDS, ABBREVIATIONS AND GENERAL NOTES.
- LIGHT POLE HANDHOLE SPLICES SHALL BE IN HANDHOLES OR FULL BOXES. UTILIZE WATERTIGHT SPLICING METHODS. AVOID UNDERGROUND SPLICES.
- REFER TO SHEET EI-100 FOR POLE LOCATIONS.

**KEY NOTES - THIS SHEET:**

- UTILIZE (2) #12 & #12G FROM HANDHOLE UP TO LUMINAIRE. TYPICAL FOR ALL POLES.
- PROVIDE (2) #10 & #10G, 1" CONDUIT PER BURIAL DETAIL.
- PROVIDE LIGHTING PULL BOXES AS REQUIRED BY NEC AND AS NECESSARY FOR EASE OF CABLE PULLING. BOXES SHALL BE QUARTZ FIBERGLASS ELECTRICAL HANDHOLE (OR APPROVED EQUAL) PER SPECIFICATION SECTION 26-0537. BOX SIZE SHALL BE PER NEC REQUIREMENTS.
- PROVIDE (2) #12 & #12G, 3/4" CONDUIT PER BURIAL DETAIL.
- PROVIDE (3) #11 & #8G, 2" CONDUIT PER BURIAL DETAIL.
- PROVIDE (3) #11 & #8G, 2" CONDUIT PER BURIAL DETAIL.

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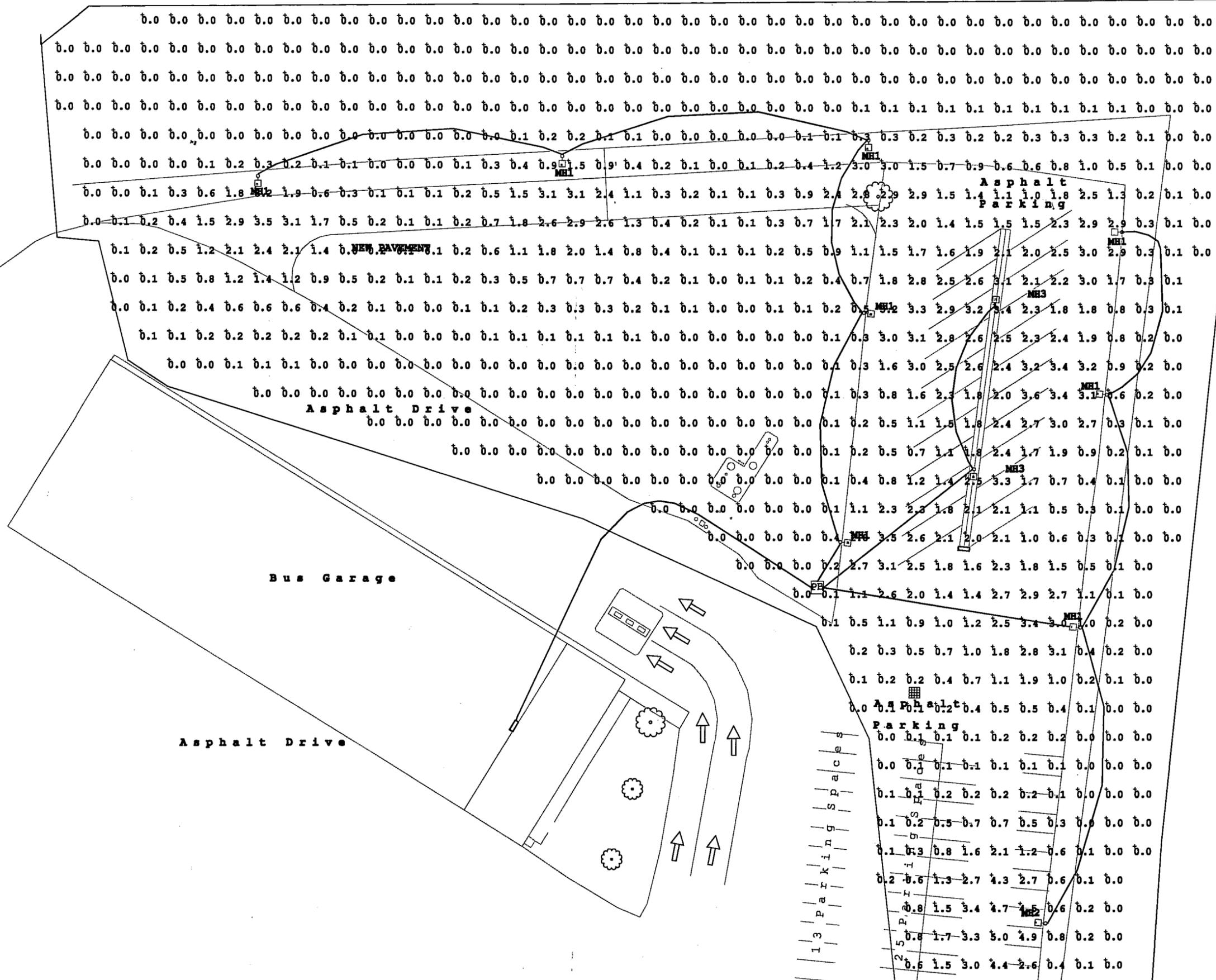
**ELECTRICAL DETAILS**  
FREEMAN BUS  
MARBLE STREET & WATER STREET  
City of Watertown  
County of Jefferson  
State of New York



Revisions: 1-)  
THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AT THE SITE & NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES.  
Drawn By: SL, Checked By: MHR, Scale: AS NOTED, Date: 09/02/2009, File No.: 2009-086

StatArea

Illuminance Values (Fc)  
Average =0.62  
Maximum =5.0  
Minimum =0.0  
Avg/Min Ratio=0.00  
Max/Min Ratio=0.00



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SITE PHOTOMETRIC PLAN



Reference:  
1.)  
 THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AT THE SITE & NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES.  
 Drawn By: SL  
 Checked By: SL  
 Scale: 1"=40'  
 Date:

October 27, 2009

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Bond Ordinance Amendment – Chestnut Street / Holcomb Street Sanitary Sewer Reconstruction

Included in this agenda is a resolution to approve the Change Order submitted by Marcellus Construction Co. Inc. for the three sewer projects completed this summer. All three of these projects were individually approved for funding. Based on this Change Order request submitted by the City Engineering Department, the Chestnut Street / Holcomb Street sanitary sewer project portion is underfunded by \$74,139. In addition to the Change Order submitted by Marcellus Construction there will be additional costs of \$6,400 for estimated construction inspection services to be provided by GYMO P.C.

On April 13, 2009, City Council approved an amended Bond Ordinance to fund this project in the amount of \$245,000. As the current estimated project costs are higher than the adopted Bond Ordinance authorization, the City Council needs to consider the attached amended Bond Ordinance that reflects the current estimated cost of \$325,000.

Summary of Project Costs:

Construction - Marcellus Construction Co. Inc.	\$ 223,073	
Change order #1	<u>74,139</u>	\$ 297,212
Construction inspection – GYMO P.C.	17,600	
Estimated additional costs	<u>6,400</u>	24,000
Bonding fees		<u>3,788</u>
Total Estimated Cost		<u>\$ 325,000</u>

# ORDINANCE

Page 1 of 4

Amending the Ordinance Dated January 16, 2007, as Previously Amended April 6, 2009, Authorizing the Issuance of \$245,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Combined Sanitary Sewer Replacement Between Chestnut and Holcomb Streets, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$325,000.

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

Total .....

YEA	NAY

### *Introduced by*

\_\_\_\_\_

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on November 2, 2009, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

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

WHEREAS, by ordinance dated January 16, 2007, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$114,000 bonds of said City to pay the cost of the combined sanitary sewer replacement between Chestnut and Holcomb Streets, in and for the City of Watertown, Jefferson County, New York, and incidental expenses in connection therewith, at an estimated maximum cost of \$114,000;

WHEREAS, by ordinance dated April 6, 2009, the Council amended the January 16, 2007 ordinance to increase the estimated maximum cost from \$114,000 to \$245,000, an increase of \$131,000, and to authorize an additional \$131,000 bonds to finance that increase; and

WHEREAS, the Council now wishes to increase the estimated maximum cost of the aforesaid specific object or purpose from \$245,000 to \$325,000, an increase of \$80,000 over that previously authorized, and to authorize an additional \$80,000 bonds to finance that increase;

# ORDINANCE

Page 2 of 4

Amending the Ordinance Dated January 16, 2007, as Previously Amended April 6, 2009, Authorizing the Issuance of \$245,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Combined Sanitary Sewer Replacement Between Chestnut and Holcomb Streets, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$325,000.

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

Total .....

YEA	NAY

NOW, THEREFORE,

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

Section A. The ordinance of this Council dated and duly adopted January 16, 2007, as amended April 6, 2009, authorizing the issuance of \$245,000 bonds to pay the cost of the combined sanitary sewer replacement between Chestnut and Holcomb Streets, in and for the City of Watertown, Jefferson County, New York, and incidental expenses in connection therewith, is hereby amended, in part, to read as follows:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$325,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK TO PAY THE COST OF COMBINED SANITARY SEWER REPLACEMENT BETWEEN CHESTNUT AND HOLCOMB STREETS, IN AND FOR SAID CITY.

“ . . . .

“Section 1. To pay the cost of the combined sanitary sewer replacement between Chestnut and Holcomb Streets, in and for the City of Watertown, Jefferson County, New York, and incidental expenses in connection therewith, a specific object or purpose, there are hereby authorized to be issued \$325,000 bonds of said City pursuant to the provisions of the Local Finance Law.

“Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$325,000 and that the plan for the financing thereof is by the issuance of the \$325,000 bonds of said City authorized to be issued pursuant to this bond ordinance.”

Section B. 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 3 of 4

Amending the Ordinance Dated January 16, 2007, as Previously Amended April 6, 2009, Authorizing the Issuance of \$245,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Combined Sanitary Sewer Replacement Between Chestnut and Holcomb Streets, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$325,000.

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

Total .....

YEA	NAY

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section C. Upon this ordinance taking effect, the same shall be published in summary in the Watertown Daily Times, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section D. This ordinance is effective immediately.

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

\_\_\_\_\_, 2009.

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:

# ORDINANCE

Page 4 of 4

Amending the Ordinance Dated January 16, 2007, as Previously Amended April 6, 2009, Authorizing the Issuance of \$245,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Combined Sanitary Sewer Replacement Between Chestnut and Holcomb Streets, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$325,000.

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

Total .....

YEA	NAY

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 October 5, 2009, 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.

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 Noticed      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 November , 2009.

\_\_\_\_\_  
 City Clerk  
 (CORPORATE)

October 26, 2009

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

Attached for City Council review is a listing of Board and Commission appointments that expire at the end of December. As you will note, there is also a vacancy on the Board of Ethics.

I have been contacted by David W. Koster expressing his continued interest in serving as the City Constable. Mr. Koster asked that the City Council consider replacing Joan M. Koster with Patricia J. Hennegan, 16820 Dry Hill Road, Watertown, NY. as the Deputy Constable.

I would like to have all of these appointments completed by the first meeting in December, so that the Board appointees can be notified and have opportunity to take their oath of office in advance of their new terms which would begin January 1, 2010.

If Council would like my office to contact these individuals regarding reappointment, please let me know.

Council's Appointment – Vacancies and Upcoming Expirations

Board of Assessment Review – 5 Year Term

David R. Steyer	December 31, 2009
-----------------	-------------------

Board of Ethics – 1 Year Term

Mary M. Corriveau	December 31, 2009
Arthur C. Stever III	December 31, 2009
Rande S. Richardson	December 31, 2009
Vacancy	December 31, 2009
James St. Croix	December 31, 2009

Jefferson County Community Action Planning Council – 2 Year Term

Peter L. Clough	December 31, 2009
Stanley Zaremba	December 31, 2009
Christina E. Stone	December 31, 2009
Thomas J. Bruno	December 31, 2009

City Constable/Deputy City Constable – 1 Year Term

David W. Koster (Constable)	December 31, 2009
Joan M. Koster (Deputy)	December 31, 2009