

AGENDA - REGULAR MEETING  
VILLAGE OF POTSDAM BOARD OF TRUSTEES  
SEPTEMBER 21, 2015 – 7:00 P.M.

1

POINT OUT THE LOCATION OF THE EXITS ON THE NORTH AND EAST WALLS OF THE BOARD ROOM. ADVISE THAT THE BOARD ROOM HAS A CAPACITY FOR 109 PEOPLE.

ROLL CALL:

1. APPROVAL OF MINUTES:

September 8, 2015	Regular Meeting	7:00 p.m.
September 8, 2015	Executive Session	7:41 p.m.

2. MAYOR'S COMMENTS:

- 5K color walk/run September 26, 2015 sponsored by the Potsdam Elk's Lodge.

3. TRUSTEES' COMMENTS:

4. ADMINISTRATOR'S COMMENTS:

5. DPW SUPERINTENDENT'S REPORT:

6. WTP/WWTP CHIEF OPERATOR'S REPORT:

7. PUBLIC COMMENTS:

8. NEW BUSINESS:

Trustee \_\_\_\_\_ Moved and Trustee \_\_\_\_\_ Seconded a resolution approving the partial expenditures for the month of September 2015 in the amount of \$257,295.58 chargeable to the following funds:

General Fund	\$123,663.70
Water Fund	20,856.41
Sewer Fund	89,371.28
Hydro Fund	1,581.70
Trust & Agency Fund	3,078.66
Trash Fund	<u>18,295.83</u>
TOTAL	\$ <u>257,295.58</u>

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

Trustee \_\_\_\_\_ Moved and Trustee \_\_\_\_\_ Seconded a resolution authorizing the Treasurer to pay the following invoice:

TO: Bond, Schoeneck & King in the amount of \$3,231.50 for professional services rendered through July 31, 2015 for general labor negotiations.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

Trustee \_\_\_\_\_ Moved and Trustee \_\_\_\_\_ Seconded a resolution authorizing the Treasurer to pay the following invoice:

TO: Development Authority of the North Country in the amount of \$439.68 for professional services rendered through August 31, 2015 for the Village of Potsdam WWTP Technical Services Agreement.

Funds to come from Sewer Fund Contingency.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

Trustee \_\_\_\_\_ Moved and Trustee \_\_\_\_\_ Seconded the following resolution:

Whereas, the building at 11 Pleasant Street, Potsdam, NY is a potentially unsafe building;  
and

Whereas, the Code Enforcement Officer on May 7, 2014 reported on the condition of  
the property to the Village Administrator; and

Whereas, the report stated that it is the opinion of this inspector that the structure meets  
the definition of a major unsafe and dangerous building as per section 72-4(d) , 72-4 (e)  
and 72-4 (i) of the Village Code, and should be demolished or repaired; and

Whereas, the Village Board, on May 19, 2014 pursuant to section 72-6 of the Village  
Code ordered the removal or repair of the building at 11 Pleasant Street; and

Whereas, on May 19, 2014, the Code Enforcement Officer was directed to serve notice  
and take all necessary steps, pursuant to the procedures set forth in section 72-7 of the  
Village Code to enforce the demolition or repair of said property; and

Whereas, the Code Enforcement Officer mailed a notice that was sent return-receipt  
certified and signed for on May 21, 2014 outlining the steps needed to be taken according  
to the village code with a deadline of June 23, 2014 at midnight; and

Whereas, the owner of the property has failed to commence repair or demolition within  
the stated time line;

Now therefore, in accordance with section 72-8 of the Village Code, the Village Board  
hereby appoints an engineer, architect or practical builder to undertake a survey of the  
building at 11 Pleasant Street. The engineer, architect or practical builder will report  
in writing to the Village Board on the condition of the building;

Further, that the owner of the building will be served notice of the time of the survey  
inspection at least 10 days prior to the survey inspection and may be present in person or  
by representative;

Further, the survey shall take into account not only the condition of the building, but also  
its impact on the character of the community and neighborhood, its historical and  
architectural value and the cost of repair;

Further, according to section 72-10 of the Village Code all costs and expenses incurred by the Village in connection with the proceedings to survey, repair, secure or remove, including the actual cost of surveying, repairing, securing or removing the building, together with a charge of 50% in addition thereto as compensation to the Village for administering, shall be assessed against the land on which the building is located and added to the village levy.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

Trustee \_\_\_\_\_ Moved and Trustee \_\_\_\_\_ Seconded a resolution authorizing the Mayor to sign the GIS Technical Services Agreement with the Development Authority of the North Country.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

Trustee \_\_\_\_\_ Moved and Trustee \_\_\_\_\_ Seconded a resolution to adjourn the Regular Meeting of the Village of Potsdam Board of Trustees of September 21, 2015 at \_\_\_\_\_ p.m.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

A Regular Meeting of the Village of Potsdam Board of Trustees was held on Tuesday, September 8, 2015 at 7:00 P.M., in the Civic Center Board Room, Park Street, Potsdam, New York.

PRESENT: Mayor Yurgartis  
Trustees Warr & Tischler

ALSO PRESENT: Everett Basford, Village Administrator  
Lori S. Queor, Village Clerk/Treasurer  
Kevin Bates, Police Chief  
Bob Henninger, WTP/WWTP Chief Operator  
Fred Hanss, Planning Director

Mayor Yurgartis opened the meeting at 7:00 P.M., and stated that all members were present with the exception of Trustee Hopke and Garner.

Mayor Yurgartis then stated that the following sets of minutes had been submitted for Board approval:

August 17, 2015	Regular Meeting	7:00 p.m.
August 17, 2015	Executive Session	7:47 p.m.
August 27, 2015	Special Meeting	7:30 p.m.

A Motion was made by Trustee Tischler and Seconded by Trustee Warr to approve the minutes as submitted. All were in favor, none opposed, motion carried.

Mayor's comments: Mayor Yurgartis stated that the Sandstone Festival is September 10<sup>th</sup> through the 20<sup>th</sup> this year, the Hunger Walk/Run sponsored by GardenShare will be October 10<sup>th</sup> and then did a presentation of the East Dam Hydroelectric repair options.

Trustees' comments: None

Administrator's Comments: Administrator Everett Basford reported to the board on the following:

- Airport Grant accepted for the work at the airport – may get some work done this fall.
- Windstorm caused damage to a plane at the airport that was then vandalized. Report was made to the police department and the insurance company.
- Jet A Fuel system should finally pass the County inspection – we are just waiting for them to be able to do the inspection.
- WWTP digester cleaning is complete.
- Barton & Loguidice finalized the design report for the WWTP rehabilitation. Cost is approximately 10.7 million dollars. EFC requirements could not be met for submittal of a grant application due 9/4 so we will submit an application during the second round in the Spring.

Public Comment: Susan Sharlow of 46 Waverly and 18 Cherry Street spoke about the parking issues on Waverly Street, people are double parking and it makes it difficult for the residents to pull out of their driveways. She also spoke regarding a ticket someone received while at her Cherry Street address for parking on the street overnight. She stated that she was informed there are signs at all the entrances to the Village but that she has never seen them and there should be at least one sign on each street saying no parking 2 to 6 a.m.

New Business:

Trustee Tischler Moved and Trustee Warr Seconded a resolution approving the partial expenditures for the month of September 2015 in the amount of \$96,242.13 chargeable to the following funds:

General Fund	\$ 85,506.08
Water Fund	6,674.31
Sewer Fund	3,762.28
Hydro Fund	<u>299.46</u>
TOTAL	\$ <u>96,242.13</u>

AYES 3 (Mayor Yurgartis) NAYS 0  
 (Trustee Warr & Tischler)

Trustee Tischler Moved and Trustee Warr Seconded a resolution approving the additional expenditures for the month of August 2015 in the amount of \$441,087.67 chargeable to the following funds:

General Fund	\$127,570.85
Water Fund	29,755.35
Sewer Fund	38,718.05
Hydro Fund	217,122.61
Trash Fund	50.16
Trust & Agency Fund	3,043.55
Capital Fund	8,844.47
Payroll Fund	<u>15,982.63</u>
TOTAL	\$ <u>441,087.67</u>

AYES 3 (Mayor Yurgartis) NAYS 0  
 (Trustee Warr & Tischler)

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Treasurer to pay the following invoice:

TO: C & S Engineers in the amount of \$3,522.45 for professional services rendered from 6/27/15 – 7/24/15 in connection with the Environmental Assessment at the Potsdam Airport FAA AIP NO. 3-36-0099-24-10; NYSDOT No. 7907.44.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Treasurer to pay the following invoice:

TO: Lemire, Johnson & Higgins in the amount of \$99.00 for professional services rendered in July 2015 in connection with JEDA Capital 56 LLC v. Village of Potsdam.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Treasurer to pay the following invoice:

TO: Barton & Loguidice in the amount of \$2,052.00 for professional services rendered through July 25, 2015 re: Potsdam WPCF and Coll. System PER.

Funds to come from Sewer Fund Contingency.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Treasurer to pay the following invoice:

TO: McFarland Johnson in the amount of \$1,800.00 for professional services rendered from 6/13/15 – 7/24/15 for Construction Administration Services for the Runway 6-24 rehabilitation at the Potsdam Airport.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Mayor to sign the Cost Plus Fixed Fee Consultant Agreement with Passero Associates for the Potsdam Municipal Airport Runway 06-24 Rehabilitation Project, FAA AIP No. 3-36-0099-31-15.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Mayor to sign the NYS DOT Municipal Agreement and HC140 Work Agreement for reimbursement of the Village for the removal of the street lights on the Fall Island Bridges.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Mayor to execute a Contract on behalf of the Village of Potsdam with the County of St. Lawrence to extend the Contract for Snow and Ice Control of State roads for one (1) year from June 30, 2015 to June 30, 2016.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Mayor to sign the runway snow clearing lease arrangement with Air Methods for extra snow clearing that may be required for their operation at the Potsdam Airport Damon Field.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

Trustee Tischler Moved and Trustee Warr Seconded a Resolution authorizing the Mayor to sign the CWSRF Engineering Planning Grant Agreement (EPG) Project No.: 38948 with the New York State Environmental Facilities Corporation. Further authorizing him to sign any and all other documents related to this grant.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)



Trustee Tischler Moved and Trustee Warr Seconded a resolution to set a Public Hearing jointly with the Town of Potsdam on Wednesday, October 7, 2015 at 6:15 p.m. at the Town of Potsdam Offices, Elm Street, Potsdam, NY. The purpose of the hearing is to receive any objections which may be presented against a petition to annex territory into the Village of Potsdam owned by Clarkson University, and consisting of the following Tax Map Numbers: 64.065-5-2, 64.065-5-3, 64.065-5-4, 64.065-5-6.1, 64.065-5-7.1 & 64.065-5-9 now under the jurisdiction of the Town of Potsdam outside the Village corporate limits.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

Trustee Warr Moved and Trustee Tischler Seconded a Resolution to go into Executive Session for contract discussions at 7:41 p.m.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

Trustee Tischler Moved and Trustee Warr Seconded a Resolution to adjourn the Executive Session at 7:45 p.m.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

The Board back in Regular Session considered the following:

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Administrator to sign the Grievance Settlement Agreement with the CSEA as it relates to prescription drugs.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

Trustee Tischler Moved and Trustee Warr Seconded a resolution to adjourn the Regular Meeting of the Village of Potsdam Board of Trustees of September 8, 2015 at 7:46 p.m.

AYES 3 (Mayor Yurgartis) NAYS 0  
(Trustee Warr & Tischler)

Respectfully submitted,

Lori S. Queor  
Village Clerk

An Executive Session of the Village of Potsdam Board of Trustees was held on Tuesday, September 8, 2015 at 7:41 P.M., Civic Center, Park Street, Potsdam, New York.

PRESENT: Mayor Yurgartis  
Trustees Warr & Tischler  
Village Administrator Everett Basford  
Village Clerk/Treasurer Lori S. Queor

The Board of Trustees, upon a resolution offered by Trustee Warr and seconded by Trustee Tischler went into Executive Session for contract discussions at 7:41 p.m.

Discussion of same was had; no formal vote or action was taken in Execution Session.

Upon a resolution offered by Trustee Tischler and seconded by Trustee Warr the Executive Session was adjourned at 7:45 P.M.

Respectfully submitted,

Lori S. Queor  
Village Clerk



*Potsdam Lodge No. 2074*

BENEVOLENT AND PROTECTIVE ORDER OF ELKS  
"A Fraternal Organization"  
10 Elm St./P.O. Box 415  
Potsdam, New York 13676-0415

September 17, 2015

Potsdam Village Board  
18 Elm Street  
Potsdam, NY 13676

Dear Potsdam Village Board Members,

The Potsdam Elks Lodge is sponsoring a 5K color walk/run to benefit Helping Hands and Jules of Life. The 5K color walk/run will take place on September 26, 2015 starting at 9:00 a.m.

The 5K walk/run will start at 43 Pine Street. The route will include Route 345 and then, just after the Potsdam Town Barns, participants will turn right into Horsefeathers Haunts and continue through the woods and then return to 43 Pine Street via route 345. I have spoken with Chief Bates regarding traffic assistance.

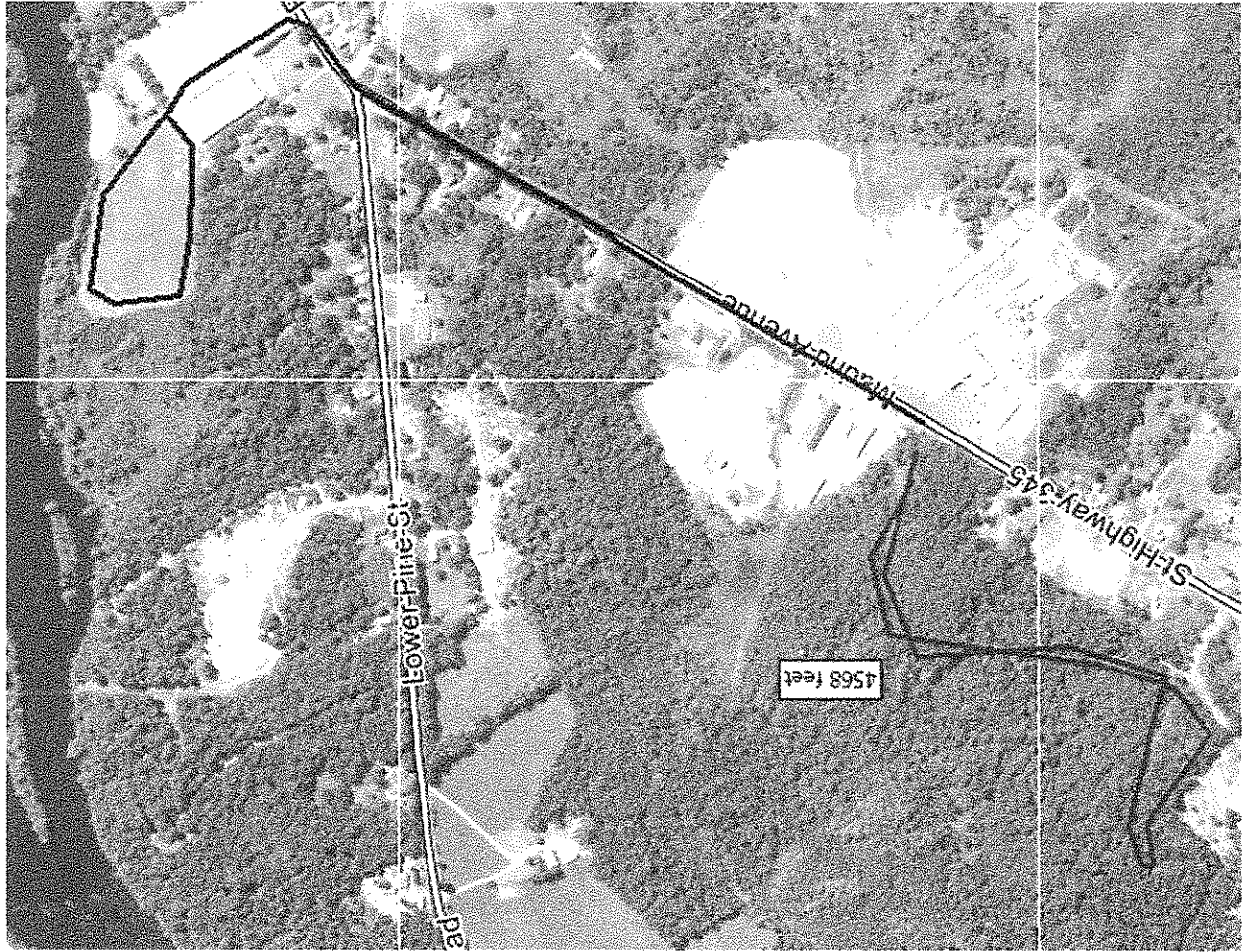
Pepsi is providing water and Gatorade for all walkers/runners and water stations will be set up throughout the route. At the end of the walk/run Stewarts will be providing "make your own" sundaes for all participants.

If you have any further questions please do not hesitate to call me at 566-9058 or email me at [mcharleston@stlawu.edu](mailto:mcharleston@stlawu.edu). Your efforts regarding this matter are greatly appreciated.

Sincerely,

*Mary Charleston*

Mary Charleston  
Youth Activities Chair  
Potsdam Elks Lodge #2074



PETER A. JONES, ESQ.  
pjones@bsk.com  
P: 315.218.8337  
F: 315.218.8100

August 31, 2015

Mayor Steven W. Yurgartis  
Village of Potsdam  
2 Park Street  
Civil Center  
P.O. Box 5168  
Potsdam, NY 13676

Re: *Statement for Services*

Dear Mayor Yurgartis:

Enclosed is our statement for legal services rendered through and including July 31, 2015.

Should you have any questions or concerns, please feel free to contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC

*Peter A. Jones/clb*  
Peter A. Jones

PAJ/clb  
Enclosure

*ok E Bedford  
A 1210.483*

One Lincoln Center  
Syracuse, New York 13202-1355

TEL: (315) 218-8000  
FAX: (315) 218-8100

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August 31, 2015  
Bill Number: 19612808

MAYOR STEVEN W. YURGARTIS  
VILLAGE OF POTSDAM  
2 PARK STREET  
CIVIC CENTER  
P.O. BOX 5168  
POTSDAM, NY 13676

For Legal Services Rendered through 07/31/15.

**GENERAL LABOR NEGOTIATIONS COUNSELING  
347428**

<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
07/06/15	PAJ	1.00	Researched interest arbitration awards and employer-proposed changes to health insurance provisions; drafted correspondence to E. Basford regarding mediation before interest arbitration.
07/07/15	PAJ	0.25	Drafted correspondence to E. Basford regarding preparation for negotiations.
07/21/15	PAJ	1.00	Prepared for mediation; researched mediator background; conferred by telephone with E. Basford and E. Hopke regarding same.
07/28/15	PAJ	1.00	Reviewed background to negotiations in preparation for mediation.

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Accounts Are Due Within 30 Days.

One Lincoln Center  
Syracuse, New York 13202-1355

TEL: (315) 218-8000  
FAX: (315) 218-8100

August 31, 2015  
Bill Number: 19612808

VILLAGE OF POTSDAM

<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
07/29/15	PAJ	9.00	Traveled to Potsdam for negotiations/mediation; attended meeting with E. Basford, E. Hopke and S. Warr in preparation for negotiations; attended mediation with Mediator Budelmann.

**Total Fees for Matter:** **\$3,062.50**

<u>Matter Summary by Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
P. A. Jones	12.25	\$250.00	\$3,062.50
<b>Total</b>	12.25		\$3,062.50

**Matter Disbursement Summary**

Long Distance Telephone Charges	\$5.70
Travel Expense	163.30
<b>Total Disbursements</b>	<b>\$169.00</b>

**TOTAL FOR THIS MATTER** **\$3,231.50**

One Lincoln Center  
Syracuse, New York 13202-1355

TEL: (315) 218-8000  
FAX: (315) 218-8100

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August 31, 2015  
Bill Number: 19612808

MAYOR STEVEN W. YURGARTIS  
VILLAGE OF POTSDAM  
2 PARK STREET  
CIVIC CENTER  
P.O. BOX 5168  
POTSDAM, NY 13676

**REMITTANCE ADVICE**

*(Please return this page with your payment)*

Client ID: 075054

Matter ID: 347428

Total Legal Services	\$3,062.50
Total Disbursements	<u>169.00</u>
<b>Total for Bill Number : 19612808</b>	<b><u><u>\$3,231.50</u></u></b>

Use the following instructions if you wish to wire funds for payment of this bill:

*ABA #:* 021300077

*Bank:* KeyBank, 201 South Warren St., Syracuse, NY 13202

*Account #:* 329681047489 Bond, Schoeneck & King, PLLC

*Reference:* Bill Number

*SWIFT #:* KEYBUS33 (for international wires only)



BOND, SCHOENECK & KING, PLLC  
ATTORNEYS AT LAW

IRS. NO. 27-0015651

One Lincoln Center  
Syracuse, New York 13202-1355

TEL: (315) 218-8000  
FAX: (315) 218-8100

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August 31, 2015  
Bill Number: 19612808

MAYOR STEVEN W. YURGARTIS  
VILLAGE OF POTSDAM  
2 PARK STREET  
CIVIC CENTER  
P.O. BOX 5168  
POTSDAM, NY 13676

Total Legal Services:	\$3,062.50
Total Disbursements:	<u>\$169.00</u>
<b>Total This Invoice:</b>	<b><u><u>\$3,231.50</u></u></b>

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Accounts Are Due Within 30 Days.



DEVELOPMENT AUTHORITY  
OF THE  
NORTH COUNTRY

Invoice Number: 048407  
Billing Date: 9/2/15  
Account Number: 40POTSDAMV  
Project: 60-004

**Village of Potsdam  
PO Box 5168  
Potsdam, NY 13676**

Contact: Carrie M. Tuttle

August 2015

**Project: Village of Potsdam WWTP Technical Services Agreement**

Additional Services Provided		<u>Current Hours</u>	<u>Rate</u>	<u>Current Amount</u>
Carrie M. Tuttle	8/4/2015	3.00	100.00	300.00
Carrie M. Tuttle	8/14/2015	1.00	100.00	100.00
Mileage	69 Miles @\$ .575/Mile			39.68
<b>Invoice Total</b>				<b><u><u>439.68</u></u></b>



DEVELOPMENT AUTHORITY  
OF THE  
NORTH COUNTRY

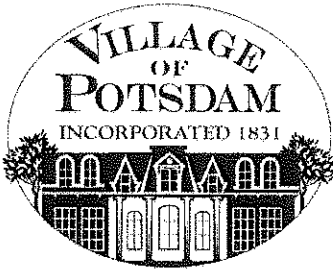
Billing Date: 9/2/15  
Account Number: 40POTSDAMV  
Payment Due Date: 10/2/15  
Total Amount Due: 439.68  
Total Amount Paid: \_\_\_\_\_

**Village of Potsdam  
PO Box 5168  
Potsdam, NY 13676**

**Remit To: Development Authority of the North Country  
Dulles State Office Building  
317 Washington Street  
Watertown, NY 13601**

\*\*\*Make check payable to Development Authority of the North Country

If you have questions, please contact: Carrie M. Tuttle



# VILLAGE OF POTSDAM

Civic Center – Park Street – P.O. Box 5168 – Potsdam, NY 13676  
Phone (315) 265-7678 Fax (315) 265-6020

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To: Potsdam Village Board

From: Gregory R. Thompson

Date: August 24, 2015

Re: 11 Pleasant Street

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As of August 13, 2015 the legal requirements set forth by section 72-7(C) in which a property owner shall notify the Code Enforcement Office of their intentions regarding the repair or removal of the property in question (30 days), and complete the repairs of this property (60 days) has expired. As of this time the agreed upon actions requested by the Office of Code Enforcement have not been completed.

As per section 72-8 the Village Board shall by resolution, appoint an engineer, architect or practical builder to undertake a survey of the building and report in writing to the Village Board on the condition of the property. The owner will be served notice and time of this inspection at least 10 days prior to the survey and may be present in person or by representative for this action.

This survey shall take into account the condition of the building and its impact on the character of the community and the neighborhood and cost of repair. If it is determined that the building is dangerous, the Village Board may pass resolution directing the Mayor to make application to the Supreme Court for the determination that the building is a public nuisance and directing that it be repaired, secured, or removed.

Please refer any questions regarding this matter to my office at 265-7678

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
GIS TECHNICAL SERVICES AGREEMENT**

**WITH THE**

**VILLAGE OF POTSDAM**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between:

**VILLAGE OF POTSDAM**, a New York municipal corporation with offices at 2 Park Street, Potsdam, New York 13676, hereinafter referred to as "Village",

and

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**, a public benefit corporation organized and existing under the laws of the State of New York, having an office and principal place of business located at 317 Washington Street, Watertown, New York 13601, hereinafter referred to as "Authority".

**Recitals**

1. In January of 2015, the Authority conducted a Geographic Information System (GIS) Needs Assessment for the Village and partnering communities of the Towns of: Brasher, Norfolk, Piercefield, Potsdam, and Stockholm; and the Village of Hermon (hereafter "Partners"). The assessment recommended the Village and its Partners implement a web-based GIS to manage their water infrastructure.
2. The Village has since applied for and is anticipating grant funding from the New York State Archives Local Government Records Management Improvement Fund (LGRMF) to implement the recommended web-based GIS.
3. The Village is desirous of receiving technical assistance with matters related to GIS database development, records conversion, and web-based interface development and hosting for water and/or wastewater infrastructure owned by the Village and its municipal Partners.
4. The Partners have each executed Cooperative Agreements with the Village for the purposes of developing water and wastewater GIS datasets. These agreements identify the Village as fiscal agent for the Partners.
5. The Village, acting as lead agency for its Partners, has selected the Authority to provide these services at a meeting held on \_\_\_\_\_, 2015. **A Resolution from the Village's board, selecting the Authority to provide these services and authorizing this agreement, is attached as Exhibit A.**
6. This Agreement is authorized under Section 2704(17) of the Public Authorities Law and is contingent upon the Village's receipt of an official grant award from the New York State Archives' LGRMIF.

## Agreement

The Authority will develop a web-based GIS comprising water and wastewater datasets for the Village and Partners. The scope of services is outlined in 4 Phases below.

1. Phase 1 – Data Model Development: The Authority will develop a GIS data model for water and wastewater infrastructure. This model will be based on Environmental Systems Research Institute’s (ESRI) File Geodatabase. A document will be supplied with the data model outlining how the datasets will be displayed and their specifications. The database will include the following datasets outlined in Table 1.

Table 1 – Datasets

<u>Dataset</u>	<u>Type</u>	<u>Description</u>
Hydrography	Polygon	Areas covered by bodies of water (either lakes or streams)
Incident Points	Point	Incidents as identified by communities
Orthoimagery	Raster	High resolution aerial, color imagery showing ground conditions on date it was flown.
Parcels	Polygon	Extent of customer’s property
Roads	Line	Road centerlines
District Boundaries	Polygon	Physical boundary of community’s water/sanitary sewer district
Water Curbstops	Point	Points at which customer water service can be cutoff
Hydrants	Point	Points corresponding to water hydrants
Water Lines/Laterals	Lines	Water lines & laterals distributing water from WTP to customers. Only extent of community-owned lines
Water Valves	Point	Locations where water mains are isolated
Sanitary Sewer Pump Stations	Point	Point corresponding to sanitary sewer pump station.
Sewer Cleanouts	Point	Points that correspond to cleanouts which are perpendicular stubs that come off laterals above grade to allow access for cleaning instruments to remove blockages.
Sanitary Sewer and Storm Lines/Laterals	Line	Sewer and storm lines & laterals, conveying wastewater from customer’s edifice to WWTP. Only extent of community-owned lines.
Wastewater Manholes	Point	Point location of manhole opening to gravity sanitary sewer line
Sanitary Sewer/Water Meters	Point	Points at which water or wastewater is metered
Storm Catch basins/ Manholes/Outfalls	Point	Point locations of storm water catch basins, manholes, and outfalls
Town/Village Boundaries	Polygon	Physical extent of Town or Village.

2. Phase 2 – Conversion of Hardcopy Records to GIS Format: The Authority will populate the GIS data model using the Village’s and Partners’ existing hardcopy water/wastewater records. These records include engineering drawings. Per requirements set by the New State Archives, the scanning portion of the project will be completed by New York State

Industries for the Disabled Associate Member Continuum Services, Inc. in a separate contract between the Village and Continuum Services, Inc. The records will be digitized (i.e. scanned) at a resolution of 400 dots per square inch (DPI) by Continuum Services, and the digital record images will be delivered to the Village and to the Authority. The Authority will georectify the digital records to the New York State Plane Central coordinate system using desktop GIS software and digitize the infrastructure details. Specifications, such as pipe diameter, material, etc., as contained in the records, will be input into the model. Lastly, the Authority will conduct a quality control of the georeferencing procedure. Quality control will involve locating a sample of water/wastewater features with high-accuracy GPS and making adjustments accordingly so that features are within < 3 feet of their actual field-located position.

3. Phase 4 – Web-based Interface, Hosting & Training – Once the records are converted to GIS format, the Authority will upload them into its Internet Mapping Application (IMA), a web-based GIS developed from ESRI’s ArcServer and JavaScript architecture. The Village and its Partners will each have their own separate, password-protected site to access their water GIS data. Access to the IMA will be provided to the Village and Partners for a period of one year (known hereafter as the “initial hosting period”). The initial hosting period will begin the day after the project is closed. At the conclusion of the project, the Authority will provide the Village and its Partners with GIS Hosting Agreements containing provisions for hosting services and costs to continue hosting services after the initial hosting period.
4. The Village shall pay the Authority for such services at the labor hour burdened rates for the specific job classification performing the services as shown in Table 2 below; provided, however, that the total cost of such services shall not exceed \$49,846. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice. The Authority reserves the right to update the hourly rates on an annual basis each April 1<sup>st</sup> to accommodate cost of living adjustments which are made in conjunction with the beginning of the Authority’s fiscal year.

**Table 2**

<b>Employee Wage Rate</b>	<b>Standard</b>	<b>Overtime</b>
Engineering Manager	\$100	NA
Facilities Coordinator	\$70	\$92
Controls Engineer	\$69	NA
Environmental Coordinator	\$70	\$92
Project Engineer	\$65	NA
GIS Analyst	\$58	NA
GIS Technician	\$41	NA
Engineering Assistant	\$55	\$70

5. The Village shall provide the reasonable support services of its staff as appropriate in implementing the project and shall assign a person as the primary point of contact with the Authority.
6. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
7. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
8. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from this Agreement.
9. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
10. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
11. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to Geographic Information System development. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
12. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

13. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
14. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
15. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
16. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.
17. The scheduled project completion date is June 30, 2016.

All of the above is established by the signatures of the authority representatives of the parties.

**VILLAGE OF POTSDAM**

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

By: \_\_\_\_\_  
Steven W. Yurgartis  
Mayor

By: \_\_\_\_\_  
James W. Wright  
Executive Director

ACKNOWLEDGEMENTS

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF ST. LAWRENCE )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally came Steven W. Yurgartis, who being duly sworn, did dispose and says that he resides in \_\_\_\_\_, New York; that he is authorized to sign this Agreement on behalf of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

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



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

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally came James W. Wright, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

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