

**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, October 21, 2013, 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 - Reappointment to Empire Zone Administrative Board, Mark Lavarnway
- Resolution No. 2 - Reappointment to Empire Zone Administrative Board, Joanne St. Croix
- Resolution No. 3 - Reappointment to Empire Zone Administrative Board, William F. Welbourn
- Resolution No. 4 - Approving Agreement Between the City of Watertown and the Thompson Park Conservancy
- Resolution No. 5 - Approving Supplemental Appropriation No. 4 For Fiscal Year 2012-13 for Various Accounts
- Resolution No. 6 - Approving the Grant Disbursement Agreement With Empire State Development Corporation For a Restore NY III Grant – Woolworth Building
- Resolution No. 7 - Authorizing the Sale of a Portion of Parcel No. 7-01-116.000 (AKA Iron Block Site) to Jerry O’Connell
- Resolution No. 8 - Approving Pole Attachment Agreement, National Grid



Res Nos. 1, 2, 3

October 15, 2013

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Reappointments to the Empire Zone Administrative Board

The attached resolutions have been prepared at the request of Council Member Joseph M. Butler, Jr., recommending that the following individuals be reappointed to the Empire Zone Administration Board for three-year terms expiring on May 31, 2016. All individuals have expressed interest in being reappointed.

Mark Lavarney	-	Financial Institution
Joanne St. Croix	-	Zone Resident
William F. Welbourn	-	Organized Labor

# RESOLUTION

Page 1 of 1

Reappointment to Empire Zone Administrative Board, Mark Lavarney

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

Total .....

YEA	NAY

***Introduced by***

---

WHEREAS New York State has designated an Empire Zone pursuant to Article 18-b of the New York State General Municipal Law within the Town of Watertown and the City of Watertown on July 27, 1994, and

WHEREAS Article 18-b of the New York State General Municipal Law requires that an Empire Zone Board be in place to oversee the operation of the Zone,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reappoints to the Empire Zone, as a Financial Institution representative, for a three-year term expiring on May 31, 2016:

Mark Lavarney  
746 Ball Avenue  
Watertown, New York 13601

**Seconded by**

# RESOLUTION

Page 1 of 1

Reappointment to Empire Zone Administrative Board, Joanne St. Croix

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

Total .....

YEA	NAY

### *Introduced by*

---

WHEREAS New York State has designated an Empire Zone pursuant to Article 18-b of the New York State General Municipal Law within the Town of Watertown and the City of Watertown on July 27, 1994, and

WHEREAS Article 18-b of the New York State General Municipal Law requires that an Empire Zone Board be in place to oversee the operation of the Zone,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reappoints to the Empire Zone, as a Zone Resident representative, for a three-year term expiring on May 31, 2016:

Joanne St. Croix  
626 Davidson Street  
Watertown, New York 13601

### **Seconded by**

# RESOLUTION

Page 1 of 1

Reappointment to Empire Zone Administrative Board, William F. Welbourn

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

Total .....

YEA	NAY

***Introduced by***

---

WHEREAS New York State has designated an Empire Zone pursuant to Article 18-b of the New York State General Municipal Law within the Town of Watertown and the City of Watertown on July 27, 1994, and

WHEREAS Article 18-b of the New York State General Municipal Law requires that an Empire Zone Board be in place to oversee the operation of the Zone,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reappoints to the Empire Zone, as an Organized Labor representative, for a three-year term expiring on May 31, 2016:

William F. Welbourn  
907 Washington Street  
Watertown, New York 13601

**Seconded by**

Res No. 4

October 15, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Agreement Between the City of Watertown and the Thompson Park Conservancy

During the development of the budget for Fiscal Year 2013-14, the City Council appropriated \$20,000 for the Thompson Park Conservancy. This is the annual appropriation for improvements to the premises currently leased by the Conservancy from the City of Watertown.

Attached for City Council consideration is an Agreement between the City of Watertown and the Thompson Park Conservancy. The term of this Agreement is one year, beginning July 1, 2013. The Agreement indicates that the funds must be used for a valid public purpose and to improve the leased premises. The Agreement also defines what the City considers ineligible activities.

A resolution approving the Agreement between the City and Thompson Park Conservancy has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Agreement Between the City of Watertown and the Thompson Park Conservancy

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

YEA	NAY

Total .....

***Introduced by***

---

WHEREAS the Lessor, City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the Lessor has entered into an Agreement with the Tenant, Thompson Park Conservancy, Inc., to lease certain premises located at the Park for the operation of the "Thompson Park Zoo" by Lease dated December 1997, and

WHEREAS since that time, the City of Watertown has provided both financial and in-kind services in support of the Thompson Park Conservancy, and

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to be used to improve the leased premises as detailed in the attached Agreement,

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

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute this Agreement on behalf of the City of Watertown.

**Seconded by**

**AGREEMENT  
THOMPSON PARK CONSERVANCY**

**INTRODUCTION**

WHEREAS the Lessor, City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the Lessor has entered into an Agreement with the Tenant, Thompson Park Conservancy, Inc., to lease certain premises located at the Park for the operation of the “Thompson Park Zoo” by lease of December 1997, and

WHEREAS since that time the City of Watertown has provided both financial and in-kind services in support of the Thompson Park Conservancy, and

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to be used to improve the leased premises,

**WITNESSETH**

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Article I. DESCRIPTION OF PROJECT. The Thompson Park Conservancy shall use the funds provided under the terms of this Agreement to improve the leased premises.

Article II. ELIGIBLE ACTIVITIES. Eligible activities for the Thompson Park Conservancy shall be for a valid public purpose and shall improve the premises leased to the Thompson Park Conservancy by the City of Watertown. Repair and maintenance of the structures covered by the Lease Agreement between the City of Watertown and the Thompson Park Conservancy are eligible expenses.

Article III. INELIGIBLE ACTIVITIES. Ineligible activities shall include but not be limited to: land acquisition, staff salary, utilities, fuel, insurance, maintenance and security salaries, construction costs, interest, purchase of equipment, and program activities solely directed towards or restricted to organizational membership.

Article IV. TERM OF THIS AGREEMENT. The term of this Agreement shall be for one (1) year, from July 1, 2013, through June 30, 2014.

Article V. MANNER OF PAYMENT.

- A. The amount to be paid from the City of Watertown General Fund, as appropriated therefore, shall not exceed Twenty Thousand Dollars (\$20,000) for the term of this Agreement.
- B. Payment shall be made by the City Comptroller upon the receipt of an executed Services Agreement between the City of Watertown and the Thompson Park Conservancy.
- C. The Thompson Park Conservancy understands that City funds may only be used for eligible activities and for services actually performed. The City will make payment after the rendering of a verified account and the audit of vouchers submitted by the Conservancy. A verified account shall then be submitted to the City on or before June 30, 2014.

Article VI. PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated in this Agreement. Performance of the terms and conditions of this Agreement shall be subject to and performance of all applicable laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF WATERTOWN, NEW YORK

By: \_\_\_\_\_  
Sharon Addison  
City Manager

THOMPSON PARK CONSERVANCY

By: \_\_\_\_\_  
Robert Gorman  
Board President

Res No. 5

October 15, 2013

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Authorizing Supplemental Appropriations No. 4 for General, Water, Sewer, Library and Self-funded Health Insurance Funds

The Comptroller's Office is in the process of filing the Annual Financial Report with the New York State Comptroller as required by October 31<sup>st</sup> as well preparing the financial statements for the independent audit. In connection with these reports it is necessary to transfer budget appropriations between various line items to bring certain accounts within budget. The attached resolution provides for the establishment of a supplemental appropriation to cover overdrawn accounts in the FY2012-13 General, Water, Sewer, Library and Self-funded Health Insurance Funds.

An analysis of the FY 2012-13 results will be provided in the next City Council agenda. The audit by Bowers and Company is scheduled to begin November 12<sup>th</sup>.

# RESOLUTION

Page 1 of 9

Approving Supplemental Appropriation No. 4  
For Fiscal Year 2012-13 for Various Accounts

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

YEA	NAY

***Introduced by***

RESOLVED by the City Council of the City of Watertown, New York that the total amount of \$2,230,205 is hereby transferred and appropriated from and to the following accounts of the listed funds for FY 2012-13 for the reasons shown:

**GENERAL FUND**

				<u>Increase</u>	
A	1010	110	LEGISLATIVE BOARD	Salaries	\$ 500 Under appropriated
A	1010	430	LEGISLATIVE BOARD	Contracted Services	\$ 150 Under appropriated
A	1010	440	LEGISLATIVE BOARD	Fees, Non-employee	\$ 475 No original appropriation
A	1010	450	LEGISLATIVE BOARD	Miscellaneous	\$ 25 Under appropriated
A	1010	830	LEGISLATIVE BOARD	Social Security	\$ 50 Under appropriated
A	1210	110	MAYOR	Salaries	\$ 175 Under appropriated
A	1230	110	MUNICIPAL EXECUTIVE	Salaries	\$ 21,500 Under appropriated
A	1230	195	MUNICIPAL EXECUTIVE	Moving Allowance	\$ 7,825 No original appropriation
A	1230	440	MUNICIPAL EXECUTIVE	Fees, Non-employee	\$ 2,450 No original appropriation
A	1230	465	MUNICIPAL EXECUTIVE	Equipment < \$5,000	\$ 13,000 Under appropriated
A	1230	810	MUNICIPAL EXECUTIVE	NYS Retirement	\$ 4,925 Under appropriated
A	1315	110	COMPTRROLLER	Salaries	\$ 7,200 Under appropriated
A	1315	120	COMPTRROLLER	Clerical	\$ 2,350 Under appropriated
A	1315	420	COMPTRROLLER	Insurance	\$ 950 Under appropriated
A	1315	430	COMPTRROLLER	Contracted Services	\$ 11,275 Under appropriated
A	1315	465	COMPTRROLLER	Equipment < \$5,000	\$ 3,300 Under appropriated
A	1315	840	COMPTRROLLER	Workers' Compensation	\$ 125 No original appropriation
A	1345	110	PURCHASING	Salaries	\$ 550 Under appropriated
A	1345	450	PURCHASING	Miscellaneous	\$ 650 Under appropriated
A	1345	850	PURCHASING	Health Insurance	\$ 25 Under appropriated
A	1355	110	ASSESSMENT	Salaries	\$ 1,350 Under appropriated
A	1355	130	ASSESSMENT	Wages	\$ 950 Under appropriated
A	1355	410	ASSESSMENT	Utilities	\$ 225 No original appropriation
A	1355	465	ASSESSMENT	Equipment < \$5,000	\$ 475 Under appropriated
A	1362	430	TAX ADVERTISING	Contracted Services	\$ 2,775 Under appropriated
A	1364	430	PROPERTY ACQUIRED	Contracted Services	\$ 87,450 Under appropriated, demolitions
A	1410	110	CLERK	Salaries	\$ 1,325 Under appropriated
A	1410	460	CLERK	Materials and Supplies	\$ 50 Under appropriated
A	1410	850	CLERK	Health Insurance	\$ 25 Under appropriated

# RESOLUTION

Page 2 of 9

Approving Supplemental Appropriation No. 4  
For Fiscal Year 2012-13 for Various Accounts

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

Total .....

YEA	NAY

A	1420	440	LAW	Fees, Non-employee	\$	51,250	Under appropriated
A	1420	450	LAW	Miscellaneous	\$	975	Under appropriated
A	1430	110	CIVIL SERVICE	Salaries	\$	500	Under appropriated
A	1430	440	CIVIL SERVICE	Fees, Non-employee	\$	125	No original appropriation
A	1440	110	ENGINEERING	Salaries	\$	4,825	Under appropriated
A	1440	120	ENGINEERING	Clerical	\$	25	Under appropriated
A	1440	455	ENGINEERING	Vehicle Expense	\$	2,025	Under appropriated
A	1440	465	ENGINEERING	Equipment < \$5,000	\$	925	Under appropriated
A	1440	850	ENGINEERING	Health Insurance	\$	25	Under appropriated
A	1490	110	PUBLIC WORKS ADMIN	Salaries	\$	10,175	Under appropriated
A	1490	130	PUBLIC WORKS ADMIN	Wages	\$	3,400	Under appropriated
A	1490	150	PUBLIC WORKS ADMIN	Overtime	\$	2,800	Under appropriated
A	1490	410	PUBLIC WORKS ADMIN	Utilities	\$	2,450	Under appropriated
A	1490	450	PUBLIC WORKS ADMIN	Miscellaneous	\$	18,750	Under appropriated
A	1490	455	PUBLIC WORKS ADMIN	Vehicle Expense	\$	675	Under appropriated
A	1490	465	PUBLIC WORKS ADMIN	Equipment < \$5,000	\$	1,450	Under appropriated
A	1490	830	PUBLIC WORKS ADMIN	Social Security	\$	200	Under appropriated
A	1620	130	MUNICIPAL BUILDINGS	Wages	\$	550	Under appropriated
A	1620	150	MUNICIPAL BUILDINGS	Overtime	\$	1,600	Under appropriated
A	1620	450	MUNICIPAL BUILDINGS	Miscellaneous	\$	200	No original appropriation
A	1620	830	MUNICIPAL BUILDINGS	Social Security	\$	100	Under appropriated
A	1620	850	MUNICIPAL BUILDINGS	Health Insurance	\$	25	Under appropriated
A	1640	140	CENTRAL GARAGE	Temporary	\$	2,550	No original appropriation
A	1640	175	CENTRAL GARAGE	Health Insurance Buy-out	\$	1,300	Under appropriated
A	1640	420	CENTRAL GARAGE	Insurance	\$	700	Under appropriated
A	1640	440	CENTRAL GARAGE	Fees, Non-employee	\$	200	Under appropriated
A	1640	455	CENTRAL GARAGE	Vehicle Expense	\$	375	Under appropriated
A	1640	465	CENTRAL GARAGE	Equipment < \$5,000	\$	625	Under appropriated
A	1640	840	CENTRAL GARAGE	Workers' Compensation	\$	18,580	Under appropriated
A	1670	450	CENTRAL PRINTING & MAILING	Miscellaneous	\$	225	Under appropriated
A	1680	110	INFORMATION TECHNOLOGY	Salaries	\$	2,200	Under appropriated
A	1680	150	INFORMATION TECHNOLOGY	Overtime	\$	650	Under appropriated
A	1680	840	INFORMATION TECHNOLOGY	Workers' Compensation	\$	150	No original appropriation
A	1680	850	INFORMATION TECHNOLOGY	Health Insurance	\$	11,225	Under appropriated
A	1950	430	REAL PROPERTY TAXES	Contracted Services	\$	8,600	Under appropriated
A	3120	110	POLICE	Salaries	\$	5,050	Under appropriated
A	3120	120	POLICE	Clerical	\$	250	Under appropriated
A	3120	150	POLICE	Overtime	\$	18,750	Under appropriated
A	3120	420	POLICE	Insurance	\$	50	Under appropriated
A	3120	455	POLICE	Vehicle Expense	\$	6,000	Under appropriated
A	3120	460	POLICE	Materials and Supplies	\$	9,300	Under appropriated
A	3120	840	POLICE	Workers' Compensation	\$	3,300	Under appropriated
A	3120	850	POLICE	Health Insurance	\$	44,750	Under appropriated

# RESOLUTION

Page 3 of 9

Approving Supplemental Appropriation No. 4  
For Fiscal Year 2012-13 for Various Accounts

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

Total .....

YEA	NAY

A	3410	110	FIRE	Salaries	\$	4,600	Under appropriated
A	3410	130	FIRE	Wages	\$	141,150	Under appropriated
A	3410	155	FIRE	Holiday Pay	\$	3,525	Under appropriated
A	3410	410	FIRE	Utilities	\$	1,800	Under appropriated
A	3410	420	FIRE	Insurance	\$	16,350	Under appropriated
A	3410	440	FIRE	Fees, Non-employee	\$	325	Under appropriated
A	3410	455	FIRE	Vehicle Expense	\$	975	Under appropriated
A	3410	465	FIRE	Equipment < \$5,000	\$	81,000	Under appropriated, grant funded
A	3510	430	ANIMAL CONTROL	Contracted Services	\$	3,000	Under appropriated
A	3620	110	CODE ENFORCEMENT	Salaries	\$	2,050	Under appropriated
A	3620	130	CODE ENFORCEMENT	Wages	\$	2,525	Under appropriated
A	3620	140	CODE ENFORCEMENT	Temporary	\$	350	No original appropriation
A	3620	150	CODE ENFORCEMENT	Overtime	\$	1,575	Under appropriated
A	3620	170	CODE ENFORCEMENT	Out of Code	\$	5,050	No original appropriation
A	3620	175	CODE ENFORCEMENT	Health Insurance Buy-out	\$	1,500	No original appropriation
A	3620	430	CODE ENFORCEMENT	Contracted Services	\$	125,775	Under appropriated, demolitons
A	3620	465	CODE ENFORCEMENT	Equipment < \$5,000	\$	550	Under appropriated
A	3620	830	CODE ENFORCEMENT	Social Security	\$	250	Under appropriated
A	5010	150	MUNICIPAL MAINTENANCE	Overtime	\$	725	Under appropriated
A	5010	170	MUNICIPAL MAINTENANCE	Out of Code	\$	625	No original appropriation
A	5010	175	MUNICIPAL MAINTENANCE	Health Insurance Buy-out	\$	925	Under appropriated
A	5010	840	MUNICIPAL MAINTENANCE	Workers' Compensation	\$	2,825	Under appropriated
A	5010	850	MUNICIPAL MAINTENANCE	Health Insurance	\$	16,750	Under appropriated
A	5110	110	MAINTENANCE OF ROADS	Salaries	\$	8,625	Under appropriated
A	5110	150	MAINTENANCE OF ROADS	Overtime	\$	575	Under appropriated
A	5110	175	MAINTENANCE OF ROADS	Health Insurance Buy-out	\$	2,800	No original appropriation
A	5110	410	MAINTENANCE OF ROADS	Utilities	\$	250	Under appropriated
A	5110	420	MAINTENANCE OF ROADS	Insurance	\$	2,200	Under appropriated
A	5110	465	MAINTENANCE OF ROADS	Equipment < \$5,000	\$	3,750	No original appropriation
A	5110	840	MAINTENANCE OF ROADS	Workers' Compensation	\$	14,400	Under appropriated
A	5142	110	SNOW REMOVAL	Salaries	\$	7,250	Under appropriated
A	5142	150	SNOW REMOVAL	Overtime	\$	3,200	Under appropriated
A	5142	170	SNOW REMOVAL	Out of Code	\$	2,975	No original appropriation
A	5142	410	SNOW REMOVAL	Utilities	\$	925	Under appropriated
A	5142	420	SNOW REMOVAL	Insurance	\$	2,100	Under appropriated
A	5142	450	SNOW REMOVAL	Miscellaneous	\$	375	No original appropriation
A	5142	840	SNOW REMOVAL	Workers' Compensation	\$	4,650	Under appropriated
A	5184	110	HYDROELECTRIC	Salaries	\$	8,300	No original appropriation
A	5184	450	HYDROELECTRIC	Miscellaneous	\$	125	No original appropriation
A	5184	460	HYDROELECTRIC	Materials and Supplies	\$	100	No original appropriation
A	5184	840	HYDROELECTRIC	Workers' Compensation	\$	6,175	Under appropriated
A	5186	140	TRAFFIC CONTROL & LIGHTING	Temporary	\$	250	Under appropriated

# RESOLUTION

Page 4 of 9

Approving Supplemental Appropriation No. 4  
For Fiscal Year 2012-13 for Various Accounts

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

Total .....

YEA	NAY

A	5186	150	TRAFFIC CONTROL & LIGHTING	Overtime	\$	100	Under appropriated
A	5186	170	TRAFFIC CONTROL & LIGHTING	Out of Code	\$	300	No original appropriation
A	5186	410	TRAFFIC CONTROL & LIGHTING	Utilities	\$	1,775	Under appropriated
A	5186	420	TRAFFIC CONTROL & LIGHTING	Insurance	\$	1,100	Under appropriated
A	5186	440	TRAFFIC CONTROL & LIGHTING	Fees, Non-employee	\$	50	Under appropriated
A	5186	455	TRAFFIC CONTROL & LIGHTING	Vehicle Expense	\$	5,875	Under appropriated
A	5186	850	TRAFFIC CONTROL & LIGHTING	Health Insurance	\$	1,525	Under appropriated
A	5610	430	AIRPORT	Contracted Services	\$	143,000	Asbestos agreement with Jefferson County
A	5630	140	BUS	Temporary	\$	21,950	Under appropriated
A	5630	410	BUS	Utilities	\$	1,825	Under appropriated
A	5630	440	BUS	Fees, Non-employee	\$	2,475	Under appropriated
A	5630	455	BUS	Vehicle Expense	\$	31,375	Under appropriated
A	5630	460	BUS	Materials and Supplies	\$	475	Under appropriated
A	5650	410	CITY PARKING FACILITIES	Utilities	\$	4,100	Under appropriated
A	5650	420	CITY PARKING FACILITIES	Insurance	\$	100	Under appropriated
A	6410	460	PUBLICITY	Materials and Supplies	\$	4,375	No original appropriation
A	7020	110	RECREATION ADMIN	Salaries	\$	5,075	Under appropriated
A	7020	150	RECREATION ADMIN	Overtime	\$	2,175	Under appropriated
A	7020	410	RECREATION ADMIN	Utilities	\$	800	Under appropriated
A	7020	430	RECREATION ADMIN	Contracted Services	\$	2,875	Under appropriated
A	7020	450	RECREATION ADMIN	Miscellaneous	\$	700	Under appropriated
A	7020	455	RECREATION ADMIN	Vehicle Expense	\$	750	No original appropriation
A	7020	460	RECREATION ADMIN	Materials and Supplies	\$	450	Under appropriated
A	7020	465	RECREATION ADMIN	Equipment < \$5,000	\$	3,750	Under appropriated
A	7020	840	RECREATION ADMIN	Workers' Compensation	\$	800	No original appropriation
A	7110	130	THOMPSON PARK	Wages	\$	12,050	Under appropriated
A	7110	150	THOMPSON PARK	Overtime	\$	3,850	Under appropriated
A	7110	410	THOMPSON PARK	Utilities	\$	4,725	Under appropriated
A	7110	420	THOMPSON PARK	Insurance	\$	1,025	Under appropriated
A	7110	440	THOMPSON PARK	Fees, Non-employee	\$	100	Under appropriated
A	7110	810	THOMPSON PARK	NYS Retirement	\$	1,425	Under appropriated
A	7110	830	THOMPSON PARK	Social Security	\$	500	Under appropriated
A	7140	420	PLAYGROUNDS	Insurance	\$	100	Under appropriated
A	7140	430	PLAYGROUNDS	Contracted Services	\$	3,075	Under appropriated
A	7140	440	PLAYGROUNDS	Fees, Non-employee	\$	125	Under appropriated
A	7140	450	PLAYGROUNDS	Miscellaneous	\$	175	Under appropriated
A	7140	455	PLAYGROUNDS	Vehicle Expense	\$	450	Under appropriated
A	7141	130	FAIRGROUNDS	Wages	\$	17,150	Under appropriated
A	7141	150	FAIRGROUNDS	Overtime	\$	10,425	Under appropriated
A	7141	410	FAIRGROUNDS	Utilities	\$	5,725	Under appropriated
A	7141	420	FAIRGROUNDS	Insurance	\$	1,275	Under appropriated

# RESOLUTION

Page 5 of 9

Approving Supplemental Appropriation No. 4  
For Fiscal Year 2012-13 for Various Accounts

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

Total .....

YEA	NAY

A	7141	440	FAIRGROUNDS	Fees, Non-employee	\$ 950	Under appropriated
A	7141	840	FAIRGROUNDS	Workers' Compensation	\$ 125	No original appropriation
A	7143	410	ATHLETIC PROGRAMS	Utilities	\$ 1,475	Under appropriated
A	7143	455	ATHLETIC PROGRAMS	Vehicle Expense	\$ 1,325	Under appropriated
A	7143	465	ATHLETIC PROGRAMS	Equipment < \$5,000	\$ 4,875	Under appropriated
A	7180	130	SWIMMING POOLS	Wages	\$ 2,425	Under appropriated
A	7180	410	SWIMMING POOLS	Utilities	\$ 15,100	Under appropriated
A	7180	420	SWIMMING POOLS	Insurance	\$ 100	Under appropriated
A	7180	460	SWIMMING POOLS	Materials and Supplies	\$ 8,225	Under appropriated
A	7180	810	SWIMMING POOLS	NYS Retirement	\$ 450	Under appropriated
A	7265	140	ICE ARENA	Temporary	\$ 75,475	Under appropriated
A	7265	170	ICE ARENA	Out of Code	\$ 225	No original appropriation
A	7265	410	ICE ARENA	Utilities	\$ 22,350	Under appropriated
A	7265	420	ICE ARENA	Insurance	\$ 325	Under appropriated
A	7265	440	ICE ARENA	Fees, Non-employee	\$ 150	Under appropriated
A	7265	810	ICE ARENA	NYS Retirement	\$ 7,000	Under appropriated
A	7265	830	ICE ARENA	Social Security	\$ 4,300	Under appropriated
A	7265	840	ICE ARENA	Workers' Compensation	\$ 35,875	Under appropriated
A	8010	450	ZONING	Miscellaneous	\$ 100	No original appropriation
A	8140	175	STORM SEWER	Health Insurance Buy-out	\$ 925	Under appropriated
A	8140	420	STORM SEWER	Insurance	\$ 300	Under appropriated
A	8140	440	STORM SEWER	Fees, Non-employee	\$ 150	Under appropriated
A	8140	840	STORM SEWER	Workers' Compensation	\$ 2,325	Under appropriated
A	8160	140	REFUSE AND RECYCLE	Temporary	\$ 2,625	Under appropriated
A	8160	410	REFUSE AND RECYCLE	Utilities	\$ 100	Under appropriated
A	8160	450	REFUSE AND RECYCLE	Miscellaneous	\$ 375	Under appropriated
A	8160	455	REFUSE AND RECYCLE	Vehicle Expense	\$ 34,150	Under appropriated
A	8160	840	REFUSE AND RECYCLE	Workers' Compensation	\$ 76,475	Under appropriated
A	9070	800	OTHER EXPENSES	Compensated Absences	\$ 46,550	Under appropriated
<b>TOTAL</b>					<u>\$ 1,538,005</u>	

				<u>Decrease</u>		
A	1440	430	ENGINEERING	Contracted Services	\$ (56,000)	
A	1440	460	ENGINEERING	Materials and Supplies	\$ (16,000)	
A	1490	430	PUBLIC WORKS ADMIN	Contracted Services	\$ (27,500)	
A	1640	130	CENTRAL GARAGE	Wages	\$ (16,500)	
A	1640	460	CENTRAL GARAGE	Materials and Supplies	\$ (35,500)	
A	1680	465	INFORMATION TECHNOLOGY	Equipment < \$5,000	\$ (15,500)	
A	1930	430	JUDGEMENT & CLAIMS	Contracted Services	\$ (65,000)	
A	1990	430	CONTINGENCY	Contracted Services	\$ (275,200)	
A	3120	230	POLICE	Motor Vehicles	\$ (144,150)	
A	3120	430	POLICE	Contracted Services	\$ (6,975)	

# RESOLUTION

Page 6 of 9

Approving Supplemental Appropriation No. 4  
For Fiscal Year 2012-13 for Various Accounts

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

YEA	NAY

Total .....

A	3120	810	POLICE	NYS Retirement	\$ (18,700)
A	3120	820	POLICE	Police Retirement System	\$ (108,000)
A	3410	150	FIRE	Overtime	\$ (62,650)
A	3410	450	FIRE	Miscellaneous	\$ (15,250)
A	3410	850	FIRE	Health Insurance	\$ (8,600)
A	5010	130	MUNICIPAL MAINTENANCE	Wages	\$ (29,500)
A	5010	140	MUNICIPAL MAINTENANCE	Temporary	\$ (20,500)
A	5010	810	MUNICIPAL MAINTENANCE	NYS Retirement	\$ (16,250)
A	5110	130	MAINTENANCE OF ROADS	Wages	\$ (46,250)
A	5110	460	MAINTENANCE OF ROADS	Materials and Supplies	\$ (36,500)
A	5142	130	SNOW REMOVAL	Wages	\$ (40,000)
A	5142	455	SNOW REMOVAL	Vehicle Expense	\$ (27,500)
A	5142	460	SNOW REMOVAL	Materials and Supplies	\$ (35,700)
A	5186	250	TRAFFIC CONTROL & LIGHTING	Other Equipment	\$ (24,500)
A	5186	460	TRAFFIC CONTROL & LIGHTING	Materials and Supplies	\$ (15,000)
A	5630	130	BUS	Wages	\$ (26,800)
A	5630	840	BUS	Workers' Compensation	\$ (13,030)
A	5650	460	CITY PARKING FACILITIES	Materials and Supplies	\$ (31,250)
A	7141	140	FAIRGROUNDS	Temporary	\$ (28,350)
A	7143	140	ATHLETIC PROGRAMS	Temporary	\$ (9,400)
A	7265	460	ICE ARENA	Materials and Supplies	\$ (20,000)
A	7265	465	ICE ARENA	Equipment < \$5,000	\$ (23,500)
A	8140	130	STORM SEWER	Wages	\$ (24,500)
A	8160	130	REFUSE AND RECYCLE	Wages	\$ (70,700)
A	8160	430	REFUSE AND RECYCLE	Contracted Services	\$ (22,000)
A	9040	800	OTHER EXPENSES	Workers' Compensation	\$ (39,500)
A	9060	800	OTHER EXPENSES	Health Insurance - Retirees	\$ (65,750)
<b>TOTAL</b>					<b><u>\$(1,538,005)</u></b>

## WATER FUND

				<u>Increase</u>	
F	8310	110	WATER ADMINISTRATION	Salaries	\$ 425 Under appropriated
F	8310	140	WATER ADMINISTRATION	Temporary	\$ 750 Under appropriated
F	8310	150	WATER ADMINISTRATION	Overtime	\$ 2,500 Under appropriated
F	8310	420	WATER ADMINISTRATION	Insurance	\$ 7,250 No original appropriation
F	8310	455	WATER ADMINISTRATION	Vehicle Expense	\$ 1,225 Under appropriated
F	8310	460	WATER ADMINISTRATION	Materials and Supplies	\$ 1,400 Under appropriated
F	8320	410	SUPPLY, POWER & PUMPING	Utilities	\$ 50,300 Under appropriated
F	8320	420	SUPPLY, POWER & PUMPING	Insurance	\$ 3,500 No original appropriation
F	8320	440	SUPPLY, POWER & PUMPING	Fees, Non-employee	\$ 1,550 Under appropriated
F	8330	110	WATER PURIFICATION	Salaries	\$ 2,100 Under appropriated

# RESOLUTION

Page 7 of 9

Approving Supplemental Appropriation No. 4  
For Fiscal Year 2012-13 for Various Accounts

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

YEA	NAY

Total .....

F	8330	140	WATER PURIFICATION	Temporary	\$ 1,100	Under appropriated
F	8330	150	WATER PURIFICATION	Overtime	\$ 325	Under appropriated
F	8330	250	WATER PURIFICATION	Other Equipment	\$ 5,625	Under appropriated
F	8330	410	WATER PURIFICATION	Utilities	\$ 32,050	Under appropriated
F	8330	430	WATER PURIFICATION	Contracted Services	\$ 16,125	Under appropriated
F	8330	450	WATER PURIFICATION	Miscellaneous	\$ 5,425	Under appropriated
F	8330	455	WATER PURIFICATION	Vehicle Expense	\$ 550	Under appropriated
F	8330	460	WATER PURIFICATION	Materials and Supplies	\$ 41,950	Under appropriated
F	8330	465	WATER PURIFICATION	Equipment < \$5,000	\$ 17,625	Under appropriated
F	8340	110	TRANSMISSION & DISTRIB.	Salaries	\$ 2,100	Under appropriated
F	8340	420	TRANSMISSION & DISTRIB.	Insurance	\$ 3,300	Under appropriated
F	8340	430	TRANSMISSION & DISTRIB.	Contracted Services	\$ 4,450	Under appropriated
F	8340	440	TRANSMISSION & DISTRIB.	Fees, Non-employee	\$ 10,975	Under appropriated
F	9089	800	OTHER EXPENSES	Other Employee Benefits	\$ 100	Under appropriated
<b>TOTAL</b>					<u>\$ 212,700</u>	

							<u>Decrease</u>
F	1990	430	CONTINGENCY	Contingency	\$ (25,610)		
F	8320	430	SUPPLY, POWER & PUMPING	Contracted Services	\$ (14,500)		
F	8330	130	WATER PURIFICATION	Wages	\$ (10,500)		
F	8330	810	WATER PURIFICATION	NYS Retirement	\$ (9,000)		
F	8340	130	TRANSMISSION & DISTRIB.	Wages	\$ (61,500)		
F	8340	230	TRANSMISSION & DISTRIB.	Motor Vehicle	\$ (9,350)		
F	8340	455	TRANSMISSION & DISTRIB.	Vehicle Expense	\$ (2,540)		
F	8340	460	TRANSMISSION & DISTRIB.	Materials and Supplies	\$ (11,700)		
F	8340	465	TRANSMISSION & DISTRIB.	Equipment < \$5,000	\$ (45,500)		
F	8340	810	TRANSMISSION & DISTRIB.	NYS Retirement	\$ (22,500)		
<b>TOTAL</b>					<u>\$(212,700)</u>		

## SEWER FUND

							<u>Increase</u>
G	8110	110	SEWER ADMINISTRATION	Salaries	\$ 350	Under appropriated	
G	8110	140	SEWER ADMINISTRATION	Temporary	\$ 750	Under appropriated	
G	8110	150	SEWER ADMINISTRATION	Overtime	\$ 2,500	Under appropriated	
G	8110	420	SEWER ADMINISTRATION	Insurance	\$ 275	No original appropriation	
G	8110	455	SEWER ADMINISTRATION	Vehicle Expense	\$ 1,375	Under appropriated	
G	8110	850	SEWER ADMINISTRATION	Health Insurance	\$ 2,150	Under appropriated	
G	8120	150	SANITARY SEWER	Overtime	\$ 875	Under appropriated	
G	8120	420	SANITARY SEWER	Insurance	\$ 675	Under appropriated	
G	8130	110	TREATMENT AND DISPOSAL	Salaries	\$ 1,725	Under appropriated	
G	8130	140	TREATMENT AND DISPOSAL	Temporary	\$ 18,450	Under appropriated	

**RESOLUTION**

Page 8 of 9

Approving Supplemental Appropriation No. 4  
For Fiscal Year 2012-13 for Various Accounts

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

YEA	NAY

Total .....

G	8130	150	TREATMENT AND DISPOSAL	Overtime	\$ 6,775	Under appropriated
G	8130	250	TREATMENT AND DISPOSAL	Other Equipment	\$ 20,550	Under appropriated
G	8130	410	TREATMENT AND DISPOSAL	Utilities	\$ 148,200	Under appropriated
G	8130	450	TREATMENT AND DISPOSAL	Miscellaneous	\$ 750	Under appropriated
G	8130	460	TREATMENT AND DISPOSAL	Materials and Supplies	\$ 37,000	Under appropriated
G	8130	465	TREATMENT AND DISPOSAL	Equipment < \$5,000	\$ 60,925	Under appropriated
G	8130	840	TREATMENT AND DISPOSAL	Workers' Compensation	\$ 17,725	Under appropriated
G	8130	850	TREATMENT AND DISPOSAL	Health Insurance	\$ 2,900	Under appropriated
	Total				<u>\$ 323,950</u>	

Decrease

G	1990	430	CONTINGENCY	Contracted Services	\$ (22,090)	
G	8110	130	SEWER ADMINISTRATION	Wages	\$ (4,900)	
G	8120	130	SANITARY SEWER	Wages	\$ (14,500)	
G	8120	460	SANITARY SEWER	Materials and Supplies	\$ (9,350)	
G	8120	465	SANITARY SEWER	Equipment < \$5,000	\$ (15,325)	
G	8120	810	SANITARY SEWER	NYS Retirement	\$ (3,685)	
G	8120	850	SANITARY SEWER	Health Insurance	\$ (2,150)	
G	8130	130	TREATMENT AND DISPOSAL	Wages	\$ (13,650)	
G	8130	230	TREATMENT AND DISPOSAL	Motor Vehicles	\$ (22,000)	
G	8130	430	TREATMENT AND DISPOSAL	Contracted Services	\$ (58,400)	
G	8130	810	TREATMENT AND DISPOSAL	NYS Retirement	\$ (11,100)	
G	9060	800	OTHER EXPENSES	Health Insurance - Retirees	\$ (2,900)	
G	9950	900	OTHER EXPENSES	Transfer to Capital Fund	\$ (143,900)	
	Total				<u>\$ (323,950)</u>	

**LIBRARY FUND**

Increase

L	7410	110	LIBRARY	Salaries	\$ 2,150	Under appropriated Originally budgeted in L.7410.0120
L	7410	130	LIBRARY	Wages	\$ 136,750	
L	7410	150	LIBRARY	Overtime	\$ 1,825	Under appropriated
L	7410	465	LIBRARY	Equipment < \$5,000	\$ 350	Under appropriated
L	7410	840	LIBRARY	Worker's Compensation	\$ 125	No original appropriation
L	7410	850	LIBRARY	Health Insurance	\$ 10,850	Under appropriated
L	9065	800	OTHER EXPENSES	Medicare Reimbursements	\$ 450	Under appropriated
L	9089	800	OTHER EXPENSES	Other Employee Benefits	\$ 100	Under appropriated
	Total				<u>\$ 152,600</u>	

# RESOLUTION

Page 9 of 9

Approving Supplemental Appropriation No. 4  
For Fiscal Year 2012-13 for Various Accounts

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

YEA	NAY

Total .....

				<u>Decrease</u>	
L	1990	430	CONTINGENCY	Contracted Services	\$ (3,100)
L	7410	120	LIBRARY	Clerical	\$ (136,750)
L	7410	410	LIBRARY	Utilities	\$ (4,000)
L	7410	430	LIBRARY	Contracted Services	<u>\$ (8,750)</u>
Total					<u>\$ (152,600)</u>

**SELF FUNDED HEALTH INSURANCE FUND**

				<u>Increase</u>	
MS	1710	110	SELF FUNDED HEALTH INS	Salaries	\$ 400 Under appropriated
MS	1710	430	SELF FUNDED HEALTH INS	Contracted Services	\$ 1,650 Under appropriated
MS	1710	440	SELF FUNDED HEALTH INS	Fees	\$ 500 Under appropriated
MS	1710	450	SELF FUNDED HEALTH INS	Miscellaneous	\$ 100 No original appropriation
MS	1710	465	SELF FUNDED HEALTH INS	Equipment < \$5,000	<u>\$ 300</u> No original appropriation
					<u>\$ 2,950</u>
MS	1710	420	SELF FUNDED HEALTH INS	Stop Loss Insurance	<u>\$ (2,950)</u>
					<u>\$ (2,950)</u>

**Seconded by**

Res No. 6

October 16, 2013

To: The Honorable Mayor and City Council

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

Subject: Approving the Grant Disbursement Agreement with Empire State Development for a Restore NY III Grant – Woolworth Building

On April 20, 2009, the City Council authorized submitting an application to the third round of the Restore NY Program for funds to renovate the Woolworth Building. The project was awarded \$2,500,000. It is the third Restore NY grant received by Watertown.

A Grant Disbursement Agreement could not be drafted until the development plan was finalized with a completely funded budget. That has now occurred.

Empire State Development has prepared the Grant Disbursement Agreement, which is attached for City Council review and consideration. The resolution approves the Grant Disbursement Agreement and authorizes its execution.

A Loan Agreement allowing the flow of the funds to the project developer is being worked on and will be presented to the City Council in its agenda for November 4, 2013.

# RESOLUTION

Page 1 of 1

Approving the Grant Disbursement Agreement  
With Empire State Development For a  
Restore NY III Grant – Woolworth Building

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

Total .....

YEA	NAY

***Introduced by***

---

WHEREAS by resolution adopted April 20, 2009, the City Council authorized an application to the Restore NY Program to secure funding for the rehabilitation of 11 Public Square known as Woolworth Building, and

WHEREAS New York State Urban Development Corporation dba Empire State Development awarded the City \$2,500,000 for the project, and

WHEREAS it is necessary to enter into a formal Grant Disbursement Agreement with Empire State Development, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby approves the Grant Disbursement Agreement between the City of Watertown and New York State Urban Development Corporation dba Empire State Development, for the Restore NY III Grant in the amount of \$2,500,000, and

BE IT FURTHER RESOLVED that the City Manager, Sharon Addison, is hereby authorized and directed to execute the Grant Disbursement Agreement and any other certifications or documents required to accept the grant and administer the program.

**Seconded by**

## CAPITAL GRANT

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

---

<b>NEW YORK STATE URBAN DEVELOPMENT CORPORATION d/b/a EMPIRE STATE DEVELOPMENT ("ESD"):</b>	633 Third Avenue New York, New York 10017 Contact: Beverly Bobb Phone: (212) 803-2692 Fax: (212) 803-3625 E-mail: bbobb@esd.ny.gov
---	---

---

<b>THE GRANTEE:</b>	City of Watertown 245 Washington Street Watertown, NY 13601 Contact: Kenneth Mix, Planning & Community Development Coordinator Phone: (315)785-7730 Fax: (315)782-9014 E-mail: kmix@watertown-ny.com Federal Taxpayer ID#: 15-6000419
---------------------	---

---

<b>BENEFICIARY:</b>	Georgica Green Ventures LLC 50 Jericho Quadrangle, Suite 200 Jericho, NY 11753 Contact: David Gallo/Erich Seber Phone: 516-620-4530
---------------------	---

---

<b>PROJECT NAME:</b>	City of Watertown Restore NY III-Woolworth Building
----------------------	--

<b>PROJECT LOCATION:</b>	11 Public Square, Watertown, Jefferson County
--------------------------	---

<b>PROJECT NUMBER:</b>	W847
------------------------	------

<b>GRANT AMOUNT:</b>	\$2,500,000
----------------------	-------------

<b>FUNDING SOURCE:</b>	Restore NY Communities, FY 2008-09
------------------------	------------------------------------

---

<b>ESD APPROVAL DATE:</b>	July 18, 2013
---------------------------	---------------

<b>PACB APPROVAL DATE:</b>	August 21, 2013
----------------------------	-----------------

<b>EXPIRATION DATE:</b>	December 31, 2018
-------------------------	-------------------

## TERMS AND CONDITIONS

### 1. The Project

The Grantee shall:

- (a) complete the project as set forth in the ESD General Project Plan attached hereto as Exhibit A (the "Project").
- (b) comply with the design and construction requirements attached hereto as Exhibit B.

### 2. Employment Goals & Reporting

- (a) The Grantee represents and warrants that it currently employs not less than the Baseline Employment (as hereinafter defined) set forth in Exhibit C to this Agreement and that it shall (i) achieve the employment goals as set forth in Exhibit C by retaining existing or hiring new Full-time Permanent Employees or (ii) repay a portion of the Grant as set forth in Exhibit C.
- (b) For purposes of this Agreement, a Full-time Permanent Employee shall mean (i) a full-time, permanent, private-sector employee on the Grantee's payroll, who has worked at the Project Location for a minimum of thirty-five hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Grantee to other employees with comparable rank and duties; or (ii) two part-time, permanent, private-sector employees on Grantee's payroll, who have worked at the Project Location for a combined minimum of thirty-five hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Grantee to other employees with comparable rank and duties. Baseline Employment shall mean the number of Full-time Permanent Employees set forth in Exhibit C.
- (c) Grantee shall submit, by February 1 of each year during the term of this Agreement, the Employment Reporting Form attached hereto as Exhibit H, indicating the average number of Grantee's Full-time Permanent Employees for the 12 month period ending as of December 31 of the prior year. Full-time Permanent Employee Count, for each calendar year during the term of this Agreement, shall mean the greater of (i) the average number of Full-time Permanent Employees for the prior calendar year, computed by adding the number of Full-time Permanent Employees as of the Grantee's last payroll date in the months of March, June, September and December and dividing that sum by 4, or (ii) the number of Full-time Permanent Employees as of the Grantee's last payroll date in December of such year.

### 3. Conditions Precedent to Disbursement of the Grant

No grant funds shall be disbursed unless the Grantee is in compliance with the Terms and Conditions of this Agreement, including, but not limited to, Exhibit E (Disbursement Terms), and the following conditions have been satisfied (and as to 3(d) and 3(e) below continue to be satisfied prior to each disbursement):

- (a) If the Grant Amount exceeds \$100,000, or if, as described in Exhibit A, it is expected that there will be additional grants that in the aggregate exceed \$100,000, ESD has received an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit D.
- (b) Any necessary approval has been issued by the Director of the Budget of the State of New York, and the Grant funds have been received by ESD.
- (c) ESD has received a commitment fee, plus out-of-pocket expenses incurred by ESD in the making of the Grant, if any, as set forth in Exhibit E.
- (d) There have been no materially adverse changes in the financial condition of the Grantee since the date of submission of its application to ESD.
- (e) The Grantee employs at least the Baseline Employment as evidenced by the Employment Reporting Form attached hereto as Exhibit H.

### 4. Disbursement and Recapture Terms

Subject to the terms and conditions contained in this Agreement, ESD shall disburse the Grant to the Grantee as follows:

- (a) ESD shall reimburse the Grantee for Project expenditures incurred by the Grantee as set forth in Exhibit E to this Agreement. Disbursements will be made upon submittal to ESD of a Payment Requisition Form, together with such supporting documentation as ESD may require, in the form attached to this Agreement as Exhibit F and its attachments, and Exhibit H.
- (b) In no event will ESD make any payment which would cause ESD's aggregate disbursements to exceed the Grant Amount.
- (c) The Grant, or a portion thereof, may be subject to recapture by ESD as provided in Exhibit C.

### 5. Non Discrimination and Contractor & Supplier Diversity

The Grantee will comply with ESD's Non-Discrimination and Contractor & Supplier Diversity policies set forth in Exhibit G to this Agreement.

6. No Liability of ESD

ESD shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless ESD, the State and their respective agents, officers, employees and directors (collectively, the “Indemnitees”) from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

7. Responsibility Provisions

- (a) The Grantee shall at all times during the Agreement term remain responsible. The Grantee agrees, if requested by the President and Chief Executive Officer of ESD or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- (b) The President and Chief Executive Officer of ESD or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Grantee. In the event of such suspension, the Grantee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Grantee must comply with the terms of the suspension order. Activities under this Agreement may resume at such time as the President and Chief Executive Officer of ESD or his or her designee issues a written notice authorizing a resumption of performance under this Agreement.
- (c) Upon written notice to the Grantee, and a reasonable opportunity to be heard with appropriate ESD officials or staff, this Agreement may be terminated by the President and Chief Executive Officer of ESD or his or her designee at the Grantee’s expense where the Grantee is determined by the President and Chief Executive Officer of ESD or his or her designee to be non-responsible. In such event, the President and Chief Executive Officer of ESD or his or her designee may complete the requirements of this Agreement in any manner he or she deem advisable and pursue available legal or equitable remedies for breach.

8. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

- (a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by the Grantee and is

binding and enforceable against the Grantee in accordance with its terms.

- (c) It is a duly organized corporation, validly existing and in good standing under the laws of the State of its incorporation, has the corporate power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged and is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its corporate existence in good standing in each such jurisdiction.
- (d) There are no actions, suits or proceedings or, to the knowledge of Grantee, threatened against, or affecting Grantee before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties or business of the Grantee, except as may have been disclosed in writing to ESD.
- (e) Grantee is in compliance and shall continue to comply in all material respects with all material applicable laws, rules, regulations and orders.
- (f) The information contained in the application submitted by the Grantee in connection with the project and the Grant, as such application may have been amended or supplemented (the "Application"), is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Application, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that ESD has relied on the statements and representations made by the Grantee in the Application in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in connection with the Grant and, except as otherwise disclosed in writing to ESD, there has been no adverse material change in the financial condition of Grantee from the date of submission of the Application to the date hereof and that all other the information contained in the Application continues on the date hereof to be materially correct and complete.
- (g) The Grantee covenants that it will neither hold itself out as, nor claim to be an officer, employee, agent or representative of ESD or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of ESD or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (h) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to influence any official act or the judgment of any person in the award of the Grant or the performance of any of the terms of this Agreement.

- (i) It shall maintain business operations at the Project Location for the term of this Agreement.
- (j) The Grant shall be used solely for Project expenses in accordance with the terms and conditions of this Agreement.
- (k) The Grantee is solely responsible and has sufficient funding for all Project costs in excess of the Grant.
- (l) Grantee will use ESD grant funds, and submit payment requisitions, exclusively for eligible expenses related to capital works or purposes in accordance with IRS rules and regulations relating to ESD's bonds and in accordance with the New York Debt Reform Act. Grantee acknowledges that grant funds must be used solely for authorized capital purposes and not for operating expenses or other working capital items or non-capital purposes, irrespective of whether the funds are still used for the benefit of the Project. Grantee acknowledges that the consequences of breaching this covenant could result in violations of state law and/or large bond issuances being treated as taxable instead of tax exempt for federal and state tax purposes, loss of certain federal subsidies to the state, adverse ratings changes for such bonds, and disproportionate negative financial consequences to the state and bondholders. Grantee recognizes its financial obligations, risks and liabilities for breach of this covenant. ESD may, from time to time, request information from Grantee to confirm its compliance with this covenant and Grantee acknowledges its obligation under Section 9 (a) (ii) of the GDA to provide information upon request to ESD.
- (m) Grantee is in compliance and shall continue to comply with Section 7 of this Agreement.

## 9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
  - (i) Failure to perform or observe any obligation or covenant of the Grantee contained herein, other than an employment default as set forth in (iv) below, to the reasonable satisfaction of ESD and within the time frames established under this Agreement.
  - (ii) Failure to comply with any request for information reasonably made by ESD to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by ESD in connection with the Grant.

- (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant.
  - (iv) Failure of the Grantee, for any time period, to meet the minimum employment goals required by Exhibit C.
  - (v) A default beyond any applicable grace period by the Grantee, or any entity which Grantee directly or indirectly controls, is controlled by, or is under common control with, under any other agreement with ESD.
  - (vi) Any manifestation, on the part of the Grantee, of an intention either: (x) to terminate and/or (y) to restructure, under the terms of any bankruptcy or insolvency statute or law, its business at the Project Location. This includes, without limitation, the announced or actual cessation of business activities at the Project Location, the initiation of proceedings under any dissolution statute, or the execution of an assignment for the benefit of creditors, or the solicitation of any composition and/or arrangement with creditors, or the issuance of “closing” or “termination” notices to employees under any state or federal statute, or the filing of any voluntary petition under any chapter of the United States Bankruptcy Code, or the failure by the Grantee to obtain the dismissal, within sixty (60) days of filing, of any involuntary proceeding brought under any chapter of the United States Bankruptcy Code.
  - (vii) If the number of the Grantee’s Full-Time Permanent Employees, as that term is defined in this Agreement, that are situated at the Project Location as of the Grantee’s last payroll date on or prior to the end of any quarter (with the quarters being those the quarterly dates of March 31, June 30, September 30 and December 31, as set forth in the Report of Employment that is annexed as Exhibit H to this Agreement) is less than fifty percent (50%) of the number of Full Time-Permanent Employees, situated at the Project Location, required in accordance with the Employment Goals that are to be achieved as of the next Reporting Date, as specified in Exhibit C.
  - (viii) Failure by the Grantee, for any period of time, to comply with Section 7 of this Agreement.
- (b) Upon the serving of notice to the Grantee of the occurrence of a default (which notice shall specify the nature of the default), ESD shall have the right to terminate this Agreement, provided however, that if the default is pursuant to paragraph 9(a)(i) or 9(a)(ii), no default shall be deemed to have occurred if Grantee cures such default within ten (10) days of notice of default from ESD, or if the default pursuant to paragraph 9(a)(i) or 9(a)(ii) cannot be reasonably cured within such ten day period, Grantee commences to cure such default within the ten day cure period and cures the default within ninety (90) days thereafter, provided further that ESD

shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of paragraph 9(a)(iii), 9(a)(iv), 9(a)(v), 9(a)(vi) and 9(a)(vii) are not subject to the cure provisions provided herein.

- (c) Upon termination of this Agreement, ESD may (i) withhold any Grant proceeds not yet disbursed and (ii) require repayment of Grant proceeds disbursed to the Grantee in accordance with Exhibit C of this Agreement. Notwithstanding the foregoing, if ESD determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, ESD may require repayment of all funds and may refer the matter to the appropriate authorities for prosecution. ESD shall be entitled to exercise any other rights and seek any other remedies provided by law.

#### 10. Term

The term of this Agreement shall commence on the date hereof and expire on the Expiration Date, as set forth on the first page of this Agreement.

#### 11. Books and Records; Project Audit

- (a) The Grantee will maintain accurate books and records concerning the project for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to ESD, its agents, officers and employees during Grantee's business hours upon reasonable request.
- (b) ESD shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.

#### 12. Maintenance of Insurance

Grantee shall maintain in full force and effect insurance, including, but not limited to, the insurance described hereafter, in such amounts and covering such risks as Grantor may require from time to time naming Grantor as an additional named insured on a primary and non-contributory basis, with full waiver of subrogation.

- (a) The Grantee shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available

under the National Flood Insurance Act of 1968, as amended. The insurance required in this paragraph (a) shall provide coverage for an amount not less than the full replacement value of the buildings at the Project Location and the building equipment, or such other amount as the Grantor may reasonably require, provided that (i) the amount of insurance coverage shall be in an amount sufficient to satisfy, at all times, any co-insurance requirements, and (ii) the amount of any flood hazard insurance shall not exceed the maximum amount of coverage available under the National Flood Insurance Act. For the purposes hereof, the replacement value of the buildings on the Project Location and the building equipment shall be determined by a qualified appraiser satisfactory to the Grantor.

- (b) When and to the extent required by the Grantor, the Grantee shall maintain in full force and effect insurance against (i) loss of rental income, (ii) loss of business income, (iii) damages to boiler, and (iv) any other risk as is customary in the industry of the Grantee. The insurance required in this paragraph (b) shall provide coverage in an amount satisfactory to Grantor.
- (c) The Grantee shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate. Grantor and each of its directors, officers, employees, agents and representatives shall be additional named insureds and certificate holders, on a primary and non-participatory basis, with full waive of subrogation (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 26 11 85).
- (d) All insurance required in this Section shall be issued by companies authorized to do business in the State of New York, satisfactory to Grantor pursuant to policies satisfactory to Grantor in form and substance. Without limiting the generality of the foregoing, the policies of insurance required hereby shall provide for ten (10) days' prior written notice of cancellation and shall be payable to the Grantor pursuant to a New York standard Grantor endorsement.
- (e) The Grantee shall give prompt written notice to the Grantor in the event of substantial damage to the Project Location by reason of fire or other hazard or casualty.
- (f) Notwithstanding the provisions of Subdivision 4 of Section 254 of the Real Property Law, the Grantor shall be entitled to retain and apply the proceeds of any insurance required hereby to the payment of any obligations or, in the sole discretion of the Grantor, apply any or all such proceeds to the cost of restoration of the Project Location, in which case the Grantee shall proceed with reasonable diligence to repair, replace or rebuild the Project Location to substantially their condition prior to such damage in full compliance with all legal requirements.

- (g) The Grantee shall provide the Grantor with copies of all policies of insurance (or certificates thereof) for the required insurance coverages in form and substance satisfactory to the Grantor. In addition, the Grantee shall provide the Grantor with copies of renewal policies (or certificates thereof) or temporary binders in the event renewal policies have not been issued, in a timely manner. The Grantee must, in any event, provide Grantor with satisfactory confirmation of renewal coverage by the renewal date.
- (h) In the event that the Grantee fails to maintain the insurance required hereby, the Grantor may obtain such insurance and pay the premiums therefor and the Grantee shall, on demand, reimburse the Grantor for any insurance premiums paid, together with interest thereon computed at the highest rate per annum allowable under New York State law.
- (i) The Grantee will not take any action, or permit any condition to exist, with respect to the Project Location which may, in any manner, partially or wholly invalidate the insurance on the Project Location required hereby.

### 13. Survival of Provisions

It is agreed that: (a) the provisions of Sections 6, 8(g), (j) and (l) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 (except insofar as any of the aforesaid Sections have been waived in accordance with the terms of Exhibit I to this Agreement) shall survive the expiration or early termination of this Agreement; and (b) such expiration or early termination shall not serve to limit, alter or modify any of the Grantee's obligations or responsibilities under the aforesaid Sections, and/or ESD's rights under such Sections, referenced in subsection (a) of this Section 13 of this Agreement. It is further agreed, moreover, that notwithstanding the expiration or early termination of this Agreement, ESD shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement, including but not limited to the above referenced Sections 6, 8(g), (j) and (l) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 of this Agreement, and the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted on ESD's behalf.

### 14. Notices

- (a) All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:
  - (i) via certified or registered United States mail, return receipt requested;
  - (ii) by facsimile transmission;
  - (iii) by personal delivery;
  - (iv) by expedited delivery service; or
  - (v) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Empire State Development

Name: Beverly Bobb  
Title: Project Manager  
Address: 633 Third Avenue, 34<sup>th</sup> Floor, New York, NY 10017  
Telephone Number: (212) 803-2692  
Facsimile Number: (212) 803-3625  
E-Mail Address: bbobb@esd.ny.gov

With a copy to:

Title: General Counsel  
Address: 633 Third Avenue, 34<sup>th</sup> Floor, New York, NY 10017  
Telephone Number: (212) 803-3750  
Facsimile Number: (212) 803-3975

City of Watertown

Name: Kenneth Mix  
Title: Planning & Community Development Coordinator  
Address: 245 Washington Street, Watertown, NY 13601  
Telephone Number: (315)785-7730  
Facsimile Number: (315)782-9014  
E-Mail Address: kmix@watertown-ny.com

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of mailing to the address provided herein, or in the case of facsimile transmission or email, upon receipt of a record, by the sender, that such a transmission has been completed.
- (c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

15. No Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

#### 16. No Waiver

No waiver of any ESD's rights arising under this Agreement, or any other source, can occur unless such waiver shall be in writing and signed by ESD and such written document manifests a clear and unequivocal intent by ESD to waive its contractual or other legal rights. The term "waiver" as used herein is a term of art as used in the legal profession. ESD may not be estopped from asserting any of its legal rights, including but not limited to its rights under this agreement, unless ESD has signed a written document that clearly and unequivocally states that the other party may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against ESD and the other parties' alleged detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein is a term of art as used in the legal profession.

#### 17. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

#### 18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein. In the event of a conflict between the Directors' materials attached hereto as Exhibit A and any other term or condition of this Agreement, then the term or condition of this Agreement shall govern.

#### 19. Confidentiality of Information

Information contained in reports made to ESD or otherwise obtained by ESD relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "Confidential" by the Grantee, will be kept confidential by ESD, to the extent such information is determined by ESD to be exempt from public disclosure under the Freedom of Information Law and not otherwise required by law to be disclosed. Notwithstanding the foregoing, ESD will not be liable for any information disclosed, in ESD's sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which ESD is required to disclose pursuant to legal process.

20. Special Provisions

The Grantee shall comply with the special provisions, if any, set forth in Exhibit I.

21. Litigation Costs

The Grantee shall pay, in any action or proceeding that is commenced to enforce and/or involves the enforcement of the terms and conditions of this Agreement, all of ESD's costs including, without limitation, ESD's attorneys' fees. The Grantee shall also pay any and all of ESD's collection costs including, without limitation, its attorneys' fees.

22. Waiver

The Grantee knowingly and expressly waives the right to a trial by jury and the right to interpose any counterclaims in any action brought by ESD under the terms of this Agreement.

This agreement is entered into as of the latest date written below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION

---

(Signature) Susan Shaffer, Vice President, Loans and Grants

---

(date)

City of Watertown

---

(Signature)

---

(Printed name and title)

---

(date)

Rev. 08/26/2013

## ESD CAPITAL GRANT DISBURSEMENT AGREEMENT

### EXHIBITS

EXHIBIT A	General Project Plan
EXHIBIT B	Construction Requirements
EXHIBIT C	Recapture Terms
EXHIBIT D	Opinion of Counsel
EXHIBIT E	Disbursement Terms
EXHIBIT F	Payment Requisition Form
EXHIBIT F-1	Financial Condition Documentation
EXHIBIT F-2, F-2A	Project Cost & Completion Documentation
EXHIBIT G	Non-Discrimination and Contractor & Supplier Diversity – Requirements and Procedures
EXHIBIT G-1	M/WBE Participation / Equal Opportunity Policy Statement
EXHIBIT G-2	Staffing Plan
EXHIBIT G-3	Workforce Employment Utilization Report
EXHIBIT G-4	M/WBE Utilization Plan
EXHIBIT G-5	Waiver Request Form
EXHIBIT G-6	M/WBE Contractor Compliance and Payment Report
EXHIBIT H	Employment Reporting Form
EXHIBIT I	Special Provisions
EXHIBIT I-1	Letter of Understanding

**EXHIBIT A: GENERAL PROJECT PLAN**

**See Materials Attached**

## **EXHIBIT B: CONSTRUCTION REQUIREMENTS**

City of Watertown Restore NY III - Woolworth Building, Project #W847

The following Unconditional Waiver and Release requirements shall be furnished to ESD for approval for work performed and materials furnished for each payment request in the form of Exhibit B-1, B-2, B-3, B-4, and B-5, as applicable.

B-1 Certification of Work Performed

B-2 Unconditional Waiver and Release – Architect

B-3 Unconditional Waiver and Release – Engineer

B-4 Unconditional Waiver and Release – Construction Manager

B-5 Unconditional Waiver and Release – General Contractor



**EXHIBIT B-2**

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
D/B/A EMPIRE STATE DEVELOPMENT  
UNCONDITIONAL WAIVER AND RELEASE**

The undersigned (the "Architect") has been paid and has received full payment for all services furnished by Architect and/or employees or others acting for Architect or claiming by, through or under Architect through

\_\_\_\_\_ to \_\_\_\_\_  
(Date)

on the job of \_\_\_\_\_  
(Owner)

located at \_\_\_\_\_  
(Job Description)

Architect represents and warrants that Architect and all persons and entities acting for or claiming by, through or under Architect have fully performed and furnished all services to have been performed or furnished by Architect and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Architect does hereby release for itself and any party or entity action for Architect or claiming by, through or under Architect, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Architect further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Architect or by any person or entity acting for or claiming by, through or under the Architect, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: \_\_\_\_\_  
(Signature)

ARCHITECT'S STAMP

\_\_\_\_\_  
(Company Name)

**EXHIBIT B-3**

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
D/B/A EMPIRE STATE DEVELOPMENT  
UNCONDITIONAL WAIVER AND RELEASE**

The undersigned (the "Engineer") has been paid and has received full payment for all services furnished by Engineer and/or employees or others acting for Engineer or claiming by, through or under Engineer through

\_\_\_\_\_ to \_\_\_\_\_  
(Date)

on the job of \_\_\_\_\_  
(Owner)

located at \_\_\_\_\_  
(Job Description)

Engineer represents and warrants that Engineer and all persons and entities acting for or claiming by, through or under Engineer have fully performed and furnished all services to have been performed or furnished by Engineer and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Engineer does hereby release for itself and any party or entity action for Engineer or claiming by, through or under Engineer, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Engineer further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Engineer or by any person or entity acting for or claiming by, through or under the Engineer, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: \_\_\_\_\_  
(Signature)

ENGINEER'S STAMP

\_\_\_\_\_  
(Company Name)

**EXHIBIT B-4**

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
D/B/A EMPIRE STATE DEVELOPMENT  
UNCONDITIONAL WAIVER AND RELEASE**

The undersigned (the "Construction Manager") has been paid and has received full payment for all labor, services, equipment or material furnished by Construction Manager and/or subcontractors, suppliers, material, men, laborers, employees or others acting for Construction Manager or claiming by, through or under Construction Manager through

\_\_\_\_\_ to \_\_\_\_\_  
(Date)

on the job of \_\_\_\_\_  
(Owner)

located at \_\_\_\_\_  
(Job Description)

Construction Manager represents and warrants that Construction Manager and all persons and entities acting for or claiming by, through or under Construction Manager have fully performed and furnished all labor, services, equipment or material to have been performed or furnished by Construction Manager and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Construction Manager does hereby release for itself and any party or entity action for Construction Manager or claiming by, through or under Construction Manager, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Construction Manager further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Construction Manager or by any person or entity acting for or claiming by, through or under the Construction Manager, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: \_\_\_\_\_  
(Signature)

NOTORIZED

\_\_\_\_\_  
(Company Name)

**EXHIBIT B-5**

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
D/B/A EMPIRE STATE DEVELOPMENT  
UNCONDITIONAL WAIVER AND RELEASE**

The undersigned (the "General Contractor") has been paid and has received full payment for all services furnished by General Contractor and/or employees or others acting for General Contractor or claiming by, through or under General Contractor through

\_\_\_\_\_ to \_\_\_\_\_  
(Date)

on the job of \_\_\_\_\_  
(Owner)

located at \_\_\_\_\_  
(Job Description)

General Contractor represents and warrants that General Contractor and all persons and entities acting for or claiming by, through or under General Contractor have fully performed and furnished all services to have been performed or furnished by General Contractor and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The General Contractor does hereby release for itself and any party or entity action for General Contractor or claiming by, through or under General Contractor, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The General Contractor further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the General Contractor or by any person or entity acting for or claiming by, through or under the General Contractor, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: \_\_\_\_\_  
(Signature)

NOTARIZED

\_\_\_\_\_  
(Company Name)

## EXHIBIT C: RECAPTURE TERMS

If the Grantee is not the owner of the Project, then the Grantee shall prohibit, for five full calendar years from the date of the initial disbursement of Grant funds (the "Restricted Period"), any transfer of the Project in whole or in part, by sale, lease, or conveyance of any interest in or with respect to the Project except (a) transfers of minor interests in the Project site, such as utility easements and limited rights-of-way, and (b)(i) the arms-length basis sale or lease of individual condominium units in the ordinary course of business for a condominium development and (ii) the arms-length basis residential or commercial lease in the ordinary course of business for a commercial, residential, or mixed-use rental development. During the Restricted Period, the Grantee shall provide to ESD annually, on or before February 1st of each full calendar year following the disbursement of the Grant, a written certification of the name, address and contact information for the owner of the Project Location(s) (verified by the Grantee by examination of the official title record for the "Project Location(s)) as of the immediately preceding January 1 and whether the ownership of the Project has changed since the date of the initial disbursement of Grant funds, and if ownership has changed, the name, address and contact information for the new owner. In the event that such a prohibited transfer occurs within such five-year period, the Grantee shall pay to ESD, promptly upon ESD's written demand therefore, the applicable amount (the "Recapture Amount") indicated below.

The Recapture Amount is based on the time that has lapsed between when the Grant funds were disbursed and when the transfer occurred. The Recapture Amount shall be calculated by aggregating the Recapture Amount for each disbursement of the Grant, which in each instance shall be equal to:

- (i) 100% of the disbursed amount if the transfer occurred in the calendar year that the disbursement was made, or in the first full calendar year after the disbursement was made;
- (ii) 80% of the disbursed amount if the transfer occurred in the second full calendar year after the disbursement was made;
- (iii) 60% of the disbursed amount if the transfer occurred in the third full calendar year after the disbursement was made;
- (iv) 40% of the disbursed amount if the transfer occurred in the fourth full calendar year after the disbursement was made;
- (v) 20% of the disbursed amount if the transfer occurred in the fifth full calendar year after the disbursement was made.

## EXHIBIT D: OPINION OF COUNSEL

[Letterhead of Counsel to the Grantee]

[Date]

Empire State Development Corporation  
633 Third Avenue  
New York, New York 10017

Attn: Beverly Bobb

Re: City of Watertown Restore NY III - Woolworth Building, Project #W847

Ladies and Gentlemen:

We have acted as special counsel to City of Watertown, a municipality (the "Grantee"), in connection with the execution and delivery of the Grant Disbursement Agreement dated [Date of Agreement] (the "Agreement") between New York State Urban Development Corporation d/b/a Empire State Development ("ESD") and the Grantee.

This opinion letter is being furnished to you at our client's request pursuant to Section 3(a) of the Agreement. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Agreement.

In rendering the opinions set forth herein, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion letter, including (a) the Agreement, (b) the certificate of incorporation of the Grantee and (c) the by-laws of the Grantee. We have also examined and relied upon such other matters of law, documents, certificates of public officials and representations of officers and other representatives of the Grantee as we have deemed relevant, appropriate or necessary to the rendering of our opinions.

In rendering the opinions expressed below, we have assumed the legal capacity of all natural persons signing documents and that the signatures of persons signing all documents in connection with which this opinion letter is rendered are genuine, all documents submitted to us as originals or duplicate originals are authentic and all documents submitted to us as copies, whether certified or not, conform to authentic original documents. Additionally, we have assumed and relied upon the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties, confirmations, schedules and exhibits contained in the Agreement, with respect to the factual matters set forth therein.

As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon written statements and representations of officers and other representatives of the Grantee and of certain public officials. We have also assumed and relied upon the accuracy and completeness of all certificates and other statements, representations, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties and exhibits contained in the Agreement with respect to the factual matters set forth therein.

Based upon the foregoing and subject to the assumptions, qualifications and other matters set forth herein, we are of the opinion that:

1. The Grantee is validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Grantee and (assuming its due authorization, execution and delivery by ESD) is binding on and enforceable against the Grantee in accordance with its terms, subject to applicable bankruptcy, insolvency reorganization, arrangement, liquidation, moratorium, fraudulent conveyance or transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and except as rights under the Agreement to indemnity and contribution may be limited by federal or state laws.

We are admitted to practice in the State of New York and we express no opinion as to any matters governed by any laws other than the laws of the State of New York. The opinions expressed herein that are based on the laws of the State of New York are limited to the laws generally applicable in transactions of the type covered by the Agreement.

This opinion letter is for the benefit solely of ESD and not for the benefit of any other person. We are opining herein only as of the date hereof and we undertake no, and disclaim any, obligation to advise you of any changes in any matter set forth herein, regardless of whether changes in such matters come to our attention after the date hereof. No attorney-client relationship exists or has existed with ESD by reason of our preparation, execution and delivery of this opinion letter. By providing this opinion letter and permitting reliance hereon by you, we are not acting as your counsel and have not assumed any responsibility to advise you with respect to the adequacy of this opinion letter for your purposes. This opinion letter may not be relied upon by any other person or for any other purpose or used, quoted or otherwise referred to for any other purpose.

Very truly yours,

## EXHIBIT E: DISBURSEMENT TERMS

### Disbursement

Upon compliance with the terms of this Agreement, and receipt of the fees as set forth below, ESD shall disburse the Grant to the Grantee as follows:

Fees due:

Reimbursement for out-of-pocket expenses \$589

Up to \$2,500,000 will be disbursed to the Grantee as reimbursement for eligible costs, no more frequently than quarterly and in proportion to ESD's funding share, in compliance with specific Design and Construction Requirements set forth the Grant Disbursement Agreement for the Woolworth Building Project and per review of all requisitions during the course of design and construction, assuming all project approvals have been completed and funds are available, and provided the Grantee is otherwise in compliance with the terms and conditions of this Agreement. Approved eligible costs will be fully reimbursed less the retainage of 10% of the grant amount (\$250,000). The final disbursement, which shall be at least 10% of the grant amount, shall be made to the Grantee upon completion of the project. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require, in the forms attached to this Agreement as Exhibits B and F and their attachments. Expenses must be incurred on or after May 4, 2009 to be considered reimbursable project costs. Previously expended funds may be applied toward match requirements retroactive to June 23, 2006, when the Restore New York Legislation was enacted.

### Wire Transfer Information:

If ESD assistance is \$10,000 or greater, please provide:

-A letter from a financial officer of City of Watertown certifying to the accuracy of the following information:

Bank Name: \_\_\_\_\_

ABA #: \_\_\_\_\_

Acct. Name: \_\_\_\_\_

Acct. #: \_\_\_\_\_

## EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM

Note to Grantee: **Do not re-type this form.** Fill in only the version included in the executed GDA.

Beverly Bobb, Project Manager  
 Empire State Development  
 633 Third Avenue  
 New York, New York 10017

RE: City of Watertown Restore NY III - Woolworth Building, Project #W847

Dear Beverly Bobb:

Enclosed please find our request for payment/reimbursement, in the amount of \$ \_\_\_\_\_.

ESD funds may be applied by Grantee in payment or reimbursement of the following costs:

Invoice # \_\_\_\_\_

Eligible Expenses	A: Actual Costs Incurred (this request)	B: ESD Share (this request)	C: Cumulative Amount Previously Received from ESD	D: Grant Amount (Cumulative if multi-year grant)	E: (D-C-B) Grant Balance Remaining
Portion of the cost of rehabilitation and reconstruction of the Woolworth Building				2,500,000	
Retainage (10% of grant amount)				(250,000)	
<b>TOTAL</b>				<b>\$2,250,000</b>	

### CERTIFICATION

I hereby warrant and represent to Empire State Development ("ESD") that:

- 1) To the best of my knowledge, information and belief, the expenditures for which City of Watertown is seeking payment and/or reimbursement comply with the requirements of the Agreement between ESD and City of Watertown, are eligible expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from ESD does not duplicate reimbursement or disbursement of costs and/or expenses from any other source. These findings will be subject to audit by ESD's Internal Audit Department.
  
- 2) I have the authority to submit this invoice on behalf of City of Watertown. The project, or portion thereof for which this invoice relates, has been completed in the manner outlined in the Agreement.
  
- 3) I hereby attach the following documents for ESD approval, in support of this requisition:
  - \_\_\_ Exhibit B: ESD Construction Requirements (required with every payment request)
  - \_\_\_ Exhibit F-2: Project Cost & Completion Affidavit (required with every payment request)
  - \_\_\_ Exhibit G-2: Staffing Plan
  - \_\_\_ Exhibit G-3: Workforce Employment Utilization Report
  - \_\_\_ Exhibit G-4: M/WBE Utilization Plan
  - \_\_\_ Exhibit G-5: Waiver Request Form
  - \_\_\_ Exhibit G-6: M/WBE Contractor Compliance and Payment Report
  - \_\_\_ A copy of current insurance certificate(s) in full compliance with the terms and conditions of Section 12 of the Agreement

**EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM (continued)**

- 4) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to ESD, from the date of submission of the Application to the date hereof.
  
- 5) The Grantee has acted responsibly from the date of submission of the Application to the date hereof in full compliance with the terms and conditions of Section 7 of the Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ .

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT F-1: FINANCIAL CONDITION DOCUMENTATION**

**Intentionally Deleted**



**Exhibit F-2A: Documentation of Project Costs**

**Intentionally Deleted**

## **EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

- A. Empire State Development (ESD) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Recipient of the subject Grant Disbursement Agreement (the “Recipient” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ESD, to fully comply and cooperate with the ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

### **I. Contract Goals**

- A. For purposes of this Contract, the ESD hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Recipient should reference the directory of New York State Certified MWBEs found at the following internet address:

**<http://www.esd.ny.gov/mwbe.html>**

Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document “good faith efforts” to provide meaningful participation

## **EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Recipient shall be liable to the ESD for liquidated or other appropriate damages, as set forth herein.

### **II. Equal Employment Opportunity (EEO)**

- A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Recipient shall comply with the following provisions of Article 15-A:
  1. Recipient and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Recipient shall submit an EEO policy statement to the ESD with the executed Contract.
  3. If Recipient or subcontractor does not have an existing EEO policy statement, the ESD may provide the Recipient or subcontractor a model statement (see EXHIBIT G-1: M/WBE Participation/Equal Employment Opportunity Policy Statement).
  4. The Recipient's EEO policy statement shall include the following language:
    - a. The Recipient will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective

## **EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient's obligations herein.

- d. The Recipient will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

### **C. EXHIBIT G-2: Staffing Plan**

To ensure compliance with this Section, the Recipient shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Recipients shall complete the Staffing plan form and submit it as part of the executed Contract.

### **D. EXHIBIT G-3: Work Force Employment Utilization Report ("Workforce Report")**

1. Once a contract has been awarded and during the term of Contract, Recipient is responsible for updating and providing notice to the ESD of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
  2. Separate forms shall be completed by Recipient and any subcontractor performing work on the Contract.
  3. In limited instances, Recipient may not be able to separate out the workforce utilized in the performance of the Contract from Recipient's and/or sub's total workforce. When a separation can be made, Recipient shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Recipient's and/or subcontractor's total workforce, Recipient shall submit the Workforce Report and indicate that the information provided is Recipient's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. Recipient shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Recipient and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual

## **EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

### **IV. MWBE Utilization Plan**

- A. The Recipient represents and warrants that Recipient has submitted an MWBE Utilization Plan (EXHIBIT G-4) either prior to, or at the time of, the execution of the Contract.
- B. Recipient agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Exhibit.
- C. Recipient further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

### **V. Waivers**

- A. For Waiver Requests Recipient should use the Waiver Request Form (EXHIBIT G-5).
- B. If the Recipient, after making good faith efforts, is unable to comply with MWBE goals, the Recipient may submit a Request for Waiver form documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the ESD shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the ESD, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Recipient is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the ESD may issue a notice of deficiency to the Recipient. The Recipient must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

### **VI. Quarterly MWBE Contractor Compliance Report**

Recipient is required to submit a Quarterly MWBE Contractor Compliance and Payment Report (EXHIBIT G-6) to the ESD by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

**EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH  
RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

**VII. Liquidated Damages/Recapture - MWBE Participation**

- A. Where ESD determines that Recipient is not in compliance with the requirements of the Contract and Recipient refuses to comply with such requirements, or if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals, Recipient shall be obligated to pay to the ESD liquidated damages or be subject to recapture of grant proceeds (“Recapture”).
  
- B. Such liquidated damages or Recapture shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Recipient achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
  
- C. In the event a determination has been made which requires the payment of liquidated damages (and such identified sums have not been withheld by the ESD) or Recapture, Recipient shall pay such liquidated damages or Recapture to the ESD within sixty (60) days after they are assessed by the ESD unless prior to the expiration of such sixtieth day, the Recipient has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages or Recapture shall be payable if Director renders a decision in favor of the ESD.

**EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**  
M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, \_\_\_\_\_ (CONTRACTOR REPRESENTATIVE), the \_\_\_\_\_ (AWARDEE/CONTRACTOR) agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_.

**M/WBE PARTICIPATION (M/WBE)**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from ESD's Office of Contractor and Supplier Diversity and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)**

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

**EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**  
M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(SIGNATURE)

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Minority Business Enterprise Liaison**

\_\_\_\_\_ (Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women's Business Enterprise Participation

**EEO Contract Goals**

\_\_\_\_\_ % Minority Labor Force Participation

\_\_\_\_\_ % Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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



**EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**  
M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT



**EXHIBIT G-2: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
STAFFING PLAN**

**Submit with Bid or Proposal – Instructions on page 2**

<b>Solicitation No.:</b>	<b>Reporting Entity:</b>	<b>Report includes Contractor's/Subcontractor's:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor <b>Subcontractor's Name:</b>
<b>Offeror's Name:</b>		
<b>Offeror's Address:</b>		

**Enter the total number of employees for each classification in each of the EEO-Job Categories identified**

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification										Disabled		Veteran		
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	(M)	(F)	
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Service Workers																		
Temporary /Apprentices																		
<b>Totals</b>																		

<b>PREPARED BY (Signature):</b>  _____	<b>NAME:</b> <b>TITLE:</b> <b>DATE:</b>	<b>TELEPHONE NO.:</b> <b>ALTERNATE TEL:</b> <b>EMAIL ADDRESS:</b>
--	---	---

Submit completed with bid or proposal M/WBE 101 (Rev 04/2012)

**General Instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/WBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or



## EXHIBIT G-2: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY STAFFING PLAN

Subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or Subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or Subcontractor's total work force.

### Instructions:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

### RACE/ETHNIC IDENTIFICATION:

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

### OTHER CATEGORIES:

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female





**EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
WORKFORCE EMPLOYMENT UTILIZATION REPORT**

<b>Totals</b>																	
---------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Submit the above completed form to:

**Empire State Development  
Office of Contractor and Supplier Diversity  
633 Third Avenue, 33<sup>rd</sup> Floor  
New York, NY 10017**

**General Instructions:** The work force utilization (M/WBE 102) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor’s and/or subcontractor’s total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor’s and/or subcontractor’s total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

**Instructions for completing:**

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor’s total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading ‘Work force by Gender’
7. Break down the total work force by race/ethnic background and enter under the heading ‘Work force by Race/Ethnic Identification’. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

## EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY WORKFORCE EMPLOYMENT UTILIZATION REPORT

### RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

### OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female



**EXHIBIT G-4: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
M/WBE UTILIZATION PLAN**

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

**Federal Employer Identification No. (FEIN):**

**Offeror's Name:**

**Region/Location of Work:**

**Offeror's Address:**

**Solicitation No.:**

**City, State, Zip Code:**

**Project No.:**

**Telephone No.:**

**M/WBE Goals in the Contract: MBE -        %    WBE -        %**

1. Certified M/WBE Subcontractors/Suppliers Federal Employer Identification Number (FEIN), Name, Address, Phone, Fax and Email Address.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies / Services and intended performance dates of each component of the contract.
<b>A.</b>	<u>NYS ESD CERTIFIED</u>  <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
<b>B.</b>	<u>NYS ESD CERTIFIED</u>  <input type="checkbox"/> MBE <input type="checkbox"/> WBE			



**EXHIBIT G-4: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
M/WBE UTILIZATION PLAN**

**6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A WAIVER REQUEST FORM (FORM E4).**

**PREPARED BY (Signature):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Preparer's Name (Print or Type):** \_\_\_\_\_

**Preparer's Title:** \_\_\_\_\_

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

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

**TELEPHONE NO.:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**\*\* FOR OCSD-M/WBE USE ONLY \*\***

**REVIEWED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**UTILIZATION PLAN APPROVED?**

YES  NO Date: \_\_\_\_\_

**Contract No.:** \_\_\_\_\_

**Project No. (if applicable):** \_\_\_\_\_

**Contract Award Date:** \_\_\_\_\_

**Estimated Date of Completion:** \_\_\_\_\_

**Amount Obligated Under the Contract:** \_\_\_\_\_

**Description of Work:** \_\_\_\_\_

**NOTICE OF DEFICIENCY ISSUED?**

YES  NO Date of Issue: \_\_\_\_\_

**NOTICE OF ACCEPTANCE ISSUED?**

YES  NO Date of Issue: \_\_\_\_\_



**EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
WAIVER REQUEST FORM**

<b>Waiver Applicant</b>				
Offeror / Contractor Name:	Fed ID No.:			
Address:	Solicitation/Contract No.:			
City, State, Zip Code:	M/WBE Goals: MBE: _____%    WBE: _____%			
<p><b><u>By submitting this form and the required information, the offeror / contractor certifies that every "Good Faith Effort" has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract. Review 5 NYCRR §142.8, Contractor's Good Faith Efforts, on page 2 of this form for the precise definition of "Good Faith Effort".</u></b></p>				
<p><b>Contractor is requesting a:</b></p> <p>1.    <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested.                  <input type="checkbox"/> Total    <input type="checkbox"/> Partial</p> <p>2.    <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested.                  <input type="checkbox"/> Total    <input type="checkbox"/> Partial</p> <p>3.    <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development).                  Date of such filing with Empire State Development Corporation: _____</p>				
<p>PREPARED BY (Signature): _____ Date: _____</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</p>				
<b>Name and Title of Preparer (Printed or Typed):</b>	<b>Telephone Number:</b>	<b>Email Address:</b>		
<p>Submit with the bid or proposal or if submitting after award submit to:</p> <p><b>Empire State Development Office of Contractor and Supplier Diversity 633 Third Avenue, 33<sup>rd</sup> Floor New York, New York 10017</b></p>	<b>***** FOR M/WBE USE ONLY *****</b>			
	<table style="width:100%; border: none;"> <tr> <td style="width: 70%; border: none;"><b>REVIEWED BY:</b></td> <td style="border: none;"><b>DATE:</b></td> </tr> </table>		<b>REVIEWED BY:</b>	<b>DATE:</b>
	<b>REVIEWED BY:</b>	<b>DATE:</b>		
<p>Waiver Granted:    <input type="checkbox"/> YES                      MBE: <input type="checkbox"/>                      WBE: <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver    <input type="checkbox"/> Partial Waiver</p> <p><input type="checkbox"/> ESD Certification Waiver                              <input type="checkbox"/> *Conditional</p> <p><input type="checkbox"/> Notice of Deficiency Issued _____</p> <p>* <b>Comments:</b></p>				



**EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
WAIVER REQUEST FORM**

**EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
WAIVER REQUEST FORM**

**5 NYCRR §142.8 - Contractor's Good Faith Efforts**

- (a) The contractor must document its good faith efforts toward meeting certified minority and women-owned business enterprise utilization plans by providing, at a minimum:
- (1) Copies of its solicitations of certified minority and women-owned business enterprises and any responses thereto;
  - (2) If responses to the contractor's solicitations were received, but a certified minority or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
  - (3) Copies of any advertisements for participation by certified minority and women-owned business enterprises timely published in appropriate general circulation, trade and minority or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
  - (4) Copies of any solicitations of certified minority and/or women-owned business enterprises listed in the directory of certified businesses;
  - (5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
  - (6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority and women-owned business enterprises.
- (b) In addition to the information provided by the contractor in paragraph (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:
- (1) Whether the contractor submitted an alternative utilization plan consistent with the subcontract or supplier opportunities in the contract;
  - (2) The number of certified minority and women-owned business enterprises in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
  - (3) The actions taken by the contractor to contact and assess the ability of certified minority and women-owned business enterprises located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
  - (4) Whether the contractor provided relevant plans, specifications or terms and conditions to certified minority and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
  - (5) The terms and conditions of any subcontract or provision of suppliers offered to certified minority or women-owned business enterprises and a comparison of such terms and conditions



**EXHIBIT G-6: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**  
**M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT**

PROJECT SPONSOR/DEVELOPER  
 (or "REPORTING COMPANY"):

FEDERAL EIN #:

ADDRESS:

TOWN/COUNTY/ZIP:

CONTACT PERSON:

TELEPHONE:

EMAIL:

ESD/OCSD REPRESENTATIVE:

PROJECT NAME:

PROJECT#:

PROJECT START DATE:

PERCENT COMPLETE:

ACTUAL COMPLETION DATE:

**Attach M/WBE executed contracts, final lien waivers, cancelled checks, etc., or other documentation describing the "Good Faith Efforts" taken to achieve M/WBE program. This report should be completed and signed by an officer of the Reporting Company.**

PRIME CONTRACTOR (Federal EIN #, Firm's Name, Address, Contact Person, Title and Phone # with area code)	CONTRACT AMOUNT	M/WBE SUBCONTRACTOR (Federal EIN #, Subcontractor Name, Address, Contact Person, Title and Phone # with area code)	SCOPE OF SERVICES	M/WBE CONTRACT AMOUNT	M/WBE PAYMENTS PREVIOUSLY REPORTED	M/WBE PAYMENTS ON CURRENT REPORT	TOTAL M/WBE PAYMENTS TO DATE

**CERTIFICATION:** I, \_\_\_\_\_ (Print Name), the \_\_\_\_\_ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT G-6: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**  
M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT

---

**SUBMIT REPORT TO:** OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
EMPIRE STATE DEVELOPMENT  
633 THIRD AVENUE, 33<sup>rd</sup> FLOOR  
NEW YORK, NY 10017

Completed Exhibits may also be emailed directly to OCSD at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov). All email submissions must include the name and contact information of the individual or firm submitting the information.

**QUESTIONS?** Please contact the OCSD's Project Managers or email the division at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov).

**Vikas Gera**

Project Manager, OCSD  
(212) 803-3244  
[vgera@esd.ny.gov](mailto:vgera@esd.ny.gov)

Finger Lakes  
Western New York  
NYC- Brooklyn & Queens  
Long Island  
All ESD Subsidiaries

**Denise Ross**

Project Manager, OCSD  
(212) 803-3226  
[dross@esd.ny.gov](mailto:dross@esd.ny.gov)

Southern Tier  
Mohawk Valley  
Mid-Hudson Region  
NYC-Manhattan, Staten Island  
& Bronx

**Diane Kinnicutt**

Dept. of Economic Dev. (DED)  
(518) 292-5727  
[dkinnicutt@esd.ny.gov](mailto:dkinnicutt@esd.ny.gov)

North Country  
Capital District  
Central New York  
DED Procurement

**EXHIBIT H: REPORT OF EMPLOYMENT**

**Intentionally Deleted**

## **EXHIBIT I: SPECIAL PROVISIONS**

In the event of any conflict between Exhibit A of this Agreement and any other provisions of this Agreement, the terms of such other provisions shall govern.

The following sections of the Terms and Conditions of this Agreement are waived: Section 2; Section 3(e); the reference to "Exhibit H" in Section 4(a); Section 8(i); Section 9(a) (iv); and Section 9(a)(vii).

The Grantee shall provide along with this Agreement a signed original copy of the Letter of Understanding attached hereto as Exhibit I-1.

**EXHIBIT I-1: LETTER OF UNDERSTANDING**

**Letter of Understanding  
Among Empire State Development,**

**City of Watertown (Municipality) and**

**Woolworth Watertown, LLC (Developer/Owner) Regarding**

**Woolworth Building Redevelopment, 11 Public Square, Watertown, NY (Project name, address)**

The New York State Historic Preservation Act<sup>1</sup> (§14.09) requires Empire State Development (ESD) to consult with the Historic Preservation Field Services Bureau (FSB) of the New York State Office of Parks, Recreation and Historic Preservation in order to assess the possible impact of its actions, both positive and negative, on historic properties and to avoid, minimize or mitigate any adverse impacts that may result.

The above captioned project has been determined to have the potential to directly or indirectly impact resources in or eligible for listing in the State Register of Historic Places. Based on FSB's review of the submitted project documents, ESD has determined that your project will have *No Adverse Impact* on historic resources. This finding may be conditioned by a requirement to ***continue consultation*** with the FSB as final drawings and specifications are developed or to ***follow conditions*** stipulated by the FSB in implementing the project. Changes in the project that differ from the approved design in scale, material, plans, elevations or other aspects that may lessen the historic character of the property may impact the ESD funding for the project and/or cause the project to be delayed while consultation and evaluation of the changes are conducted.

By signing below, the **City of Watertown** (Municipality) and **Woolworth Watertown, LLC** (Developer/Owner) agree to: continue consultation with the FSB if required and provide all required documentation; follow conditions stipulated by the FSB in implementing the project; undertake the project in a manner consistent with the documents and plans reviewed by ESD and FSB; and submit all subsequent changes to the documents and plans to ESD and FSB for review and approval prior to the implementation of those changes. The **City of Watertown** (Municipality) and **Woolworth Watertown, LLC** (Developer/Owner) further agree that a breach of this Letter of Understanding as determined by ESD constitutes a default under the Grant Disbursement Agreement for the project.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Municipality)

Print Name, Title, Organization: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Developer/Owner – if other than Municipality)

Print Name, Title, Organization:  
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> § 14.09 New York State Parks, Recreation and Historic Preservation Law and its implementing regulations NYCRR 426-428.

Res No. 7

October 16, 2013

To: The Honorable Mayor and City Council

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

Subject: Authorizing the Sale of a Portion of Parcel No. 7-01-116.000 (AKA Iron Block Site) to Jerry O'Connell

The City Council requested a resolution authorizing the subject sale on August 5, 2013.

The Council authorized the sale of the Iron Block/Woodruff II site to David Gallo and Erich Seber on December 17, 2012. A property line survey was completed in preparation for that sale. The surveyor found that the building which houses Cam's Pizza at 25 Public Square encroaches onto 29 Public Square, which is part of the Iron Block site. The encroachment is shown on the attached map and amounts to 166 square feet.

The Woolworth Building developers have no desire to own a sliver of the building adjacent to their proposed parking lot. Mr. Gallo and Mr. Seber agree that it makes sense to transfer the building encroachment area to the owner of 25 Public Square, Jerry O'Connell.

The Planning Board approved the subdivision of the property on August 6, 2013 with the condition that an easement also be given on the portion of the parcel to be retained by the City (and subsequently sold to Gallo and Seber) that will provide access for Jerry O'Connell to maintain his exterior wall.

The resolution prepared for City Council consideration authorizes the sale of the property, along with a wall maintenance easement for \$1.00. The sale is conditioned on Jerry O'Connell combining the small sliver of land with his parcel at 25 Public Square by filing a new deed in the County Clerk's office.

RESOLUTION

Page 1 of 3

Authorizing the Sale of a Portion of Parcel No. 7-01-116.000 (AKA Iron Block Site) to Jerry O'Connell

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

YEA	NAY

*Introduced by*

\_\_\_\_\_

WHEREAS the City Council authorized the sale of the Iron Block/Woodruff II Site to David Gallo and Erich Seber on December 17, 2012, and

WHEREAS subsequent to that authorization, a property line survey showed an encroachment of the building at 25 Public Square onto Parcel No. 7-01-116.000 (AKA Iron Block Site), and

WHEREAS David Gallo and Erich Seber do not wish to own a portion of said building, and

WHEREAS Jerry O'Connell, the owner of 25 Public Square has offered \$1.00 to purchase the land upon which his building encroaches, and

WHEREAS said encroachment onto Parcel No. 7-01-116.000 is described as follows:

ALL THAT TRACT or parcel of land situate on the northerly side of Public Square, in the City of Watertown, County of Jefferson, State of New York, and being further described as follows:

BEGINNING at a mag nail set in a concrete walk along the northerly monumented margin of Public Square, said nail marking the intersection of said monumented margin with the easterly property line of the parcel of land conveyed by Anthony V. Calascibetta to Jerry O'Connell in a deed dated September 30, 2009, recorded in the Jefferson County Clerk's Office as Instrument Number 2009-16195 on October 15, 2009, said nail being situate a direct tie of S 75°37'25" E, 33.21 feet from the intersection of the northerly monumented margin of Public Square and the northeasterly monumented margin of Court Street;

RESOLUTION

Page 2 of 3

Authorizing the Sale of a Portion of Parcel No. 7-01-116.000 (AKA Iron Block Site) to Jerry O'Connell

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

Total .....

YEA	NAY

THENCE N 13°38'34" E, along the common property line between P.N. 7-01-116.001 (O'Connell) and P.N. 7-01-116.000 (City of Watertown), a distance of 88.01 feet to a point in the easterly property line of the parcel of land conveyed by Wise Realty Of Watertown, Inc. to Thurston Realty, Ltd in a deed dated November 1, 2005, recorded in the Jefferson County Clerk's Office as Instrument Number 2005-18126 on November 7, 2005;

THENCE N 40°35'44" E, along the common property line between P.N. 7-01-117.000 (Thurston Realty, Ltd) and P.N. 7-01-116.000 (City of Watertown), a distance of 6.75 feet to a 1/2" capped iron rebar set;

THENCE S 15°05'54" W, through the parcel of land conveyed by James M. McCauley as City Comptroller to the City Of Watertown in a deed dated June 28, 2002, recorded in the Jefferson County Clerk's Office on July 12, 2002 in Liber 1869 of Deeds, at Page 189, a distance of 94.07 feet to a 1/2" capped iron rebar set in the northerly monumented margin of Public Square;

THENCE N 75°37'25" W, along the northerly monumented margin of Public Square, a distance of 0.67 feet to the point and place of BEGINNING.

CONTAINING 0.004 Acres (166 Square Feet) of land more or less.

and

WHEREAS the above described real property has never been assigned a public purpose by the City Council,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, pursuant to Section 23(b) of the General City Law, §247 of the Charter of the City of Watertown as amended by Local Law No. 1 of 1983, adopted December 3, 1984, effective January 17, 1985, and the Ordinance, Municipal Code, Chapter 16 adopted by the City Council on June 6, 1977, finds that the offer of \$1.00 submitted by Jerry O'Connell, 6609 South Salina Street, Nedrow, NY 13120, to purchase the above described portion of Parcel No. 7-01-116.000

# RESOLUTION

Page 3 of 3

Authorizing the Sale of a Portion of Parcel No. 7-01-116.000 (AKA Iron Block Site) to Jerry O'Connell

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

Total .....

YEA	NAY

is a fair and reasonable offer and is hereby accepted, and

BE IT FURTHER RESOLVED that the property sale will include an easement on the portion of Parcel No. 7-01-116.000 retained by the City of Watertown allowing Jerry O'Connell access to maintain his exterior wall, and

BE IT FURTHER RESOLVED that the sale is contingent on Jerry O'Connell combining the purchased portion of Parcel No. 7-01-116.000 with Parcel No. 7-01-116.001 by filing a new deed in the County Clerk's office, and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered and directed to execute a Quit Claim Deed of said property to Jerry O'Connell upon receipt of the above-mentioned sum of money in cash only to the City Comptroller.

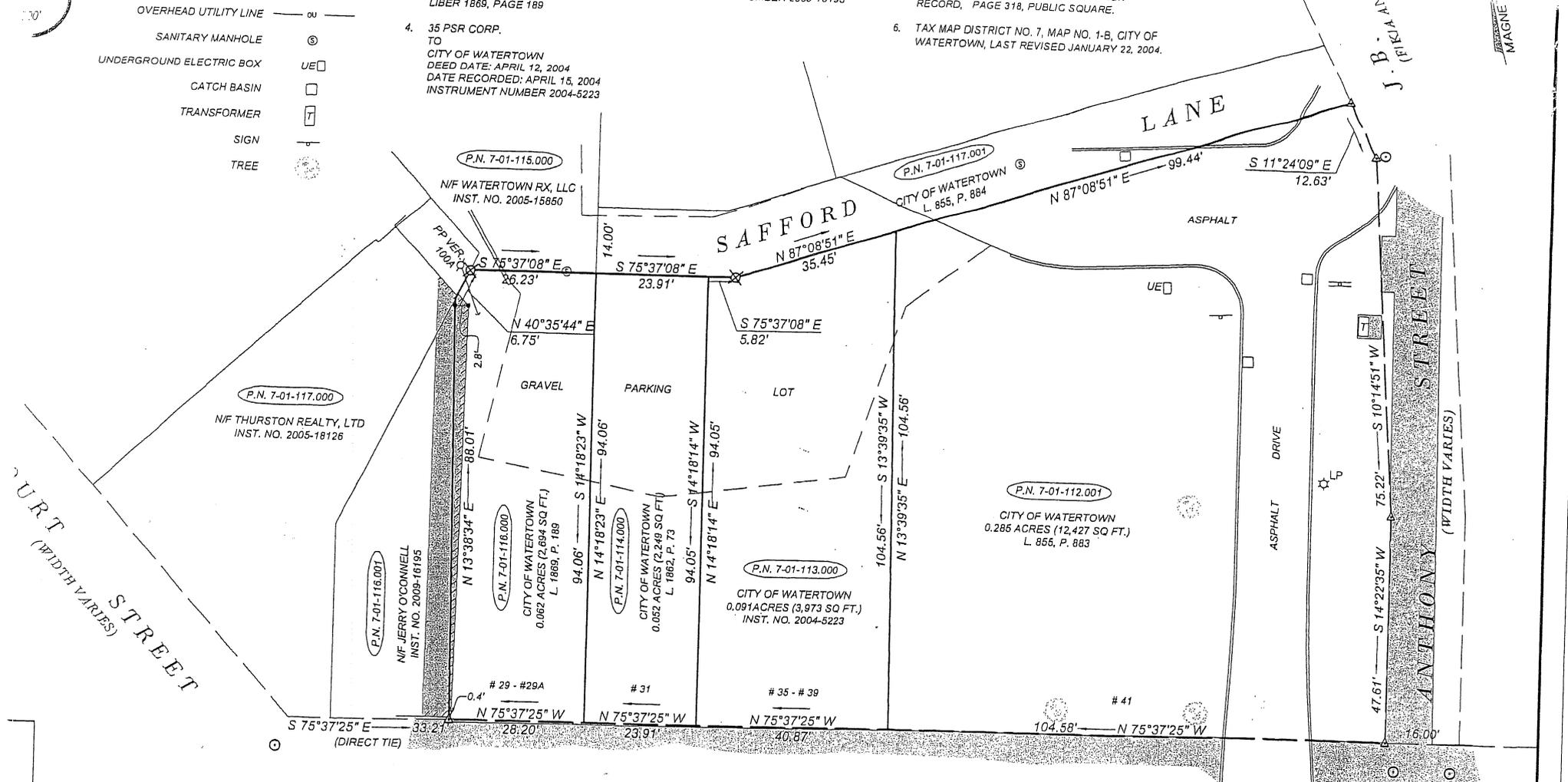
**Seconded by**

OVERHEAD UTILITY LINE

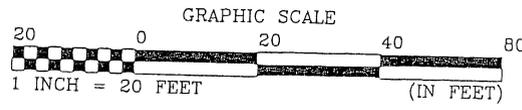
- SANITARY MANHOLE 
- UNDERGROUND ELECTRIC BOX 
- CATCH BASIN 
- TRANSFORMER 
- SIGN 
- TREE 

4. 35 PSR CORP.  
TO  
CITY OF WATERTOWN  
DEED DATE: APRIL 12, 2004  
DATE RECORDED: APRIL 15, 2004  
INSTRUMENT NUMBER 2004-5223

6. TAX MAP DISTRICT NO. 7, MAP NO. 1-B, CITY OF WATERTOWN, LAST REVISED JANUARY 22, 2004.



PUBLIC SQUARE  
(WIDTH VARIES)



COURT STREET  
(WIDTH VARIES)

J. B. BAKER (E) MAGNE  
ANTHONY STREET  
(WIDTH VARIES)

TO  
IF.

October 17, 2013

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Approving Pole Attachment Agreement, National Grid

Over the years, the City of Watertown has used the facilities owned by National Grid to display the City's holiday decorations. In support of this 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.

Under the terms of this contract, the City of Watertown is charged for the energy consumed. While the contract term is from November 11, 2013 through January 31, 2014, the lights will only be energized from 6:00 p.m. on December 6, 2013 through 4:00 p.m. on January 3, 2013.

While the Agreement calls for the City to obtain Liability Insurance to indemnify National Grid, the City is self-insured for liability. 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.

A resolution approving the Agreement with National Grid 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 BUTLER, Joseph M. Jr  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

***Introduced by***

---

WHEREAS the City of Watertown 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 Pole 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 Pole 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 Sharon Addison is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

**Seconded by**

Date \_\_\_\_\_

NationalGrid  
Attn: Gerald J. Haenlin, Manager  
Community and Customer Management  
21265 NYS Rt 232  
Watertown, NY 13601

RE: Pole Attachment Agreement

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 Monday, November 11, 2013 to Friday, January 31, 2014, 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 of any poles, wires, or apparatus. Individuals shall by test or observation determine that poles are safe to climb. If the integrity of any pole 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 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 System 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 there from) 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:

Over →

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.

-----  
Sharon Addison, City Manager

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

NIAGARA MOHAWK POWER CORPORATION

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

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

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

Revised: August 28, 1995

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 10-16-13 Ref: PW 033-13
<b>To:</b>	Sharon Addison, City Manager	
<b>Subject:</b>	Holiday Decorations National Grid Pole Attachment Agreement	

Attached for your review and City Council approval is the proposed 2013-2014 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 11<sup>th</sup> through January 31<sup>st</sup> and the energized period as running from 6:00 p.m. on Friday, December 6<sup>th</sup> through 4:00 p.m. on Friday, January 3<sup>rd</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, 2013/2014  
     National Grid:  
         Pole Attachment Agreement



# Holiday Streetlight Decoration Schedule

## INSTALLED INVENTORY

Type of Decoration	Quantity
Candy Cane 6ft	19
Candy Cane 8ft - Lighted	23
Christmas Z-Tree - Lighted	15
Snowflake - Lighted	21
Wreath 4ft	25
Wreath 5ft - Lighted	14
LED Light Strings (3 Strands/ Pole)	33
Christmas Banners (Green)	10
Christmas Banners (Red)	10
Outdoor Mechanical Timers	44
	<b>214</b>

Candy Cane - 6ft





Candy Cane - 8ft



Christmas Z-Tree



Christmas Z-Tree - New Style



Snowflake



Wreath - 4ft



Wreath - 5ft

**Celebrations Warm White LED  
Indoor/Outdoor 50 Light Set (40830-71)**

SKU 9207192 | 843518020883

**\$ 5.99**



**Product Details:**

- 50 lights
- Warm white
- Indoor/outdoor use
- 3.5" spacing between bulbs
- Green cord
- Approximately 14' lighted length
- 25,000 hour bulbs
- Connect up to 43 strings of the same set

**LED Light Strings**



Christmas Banners

# Outdoor Mechanical Timers

## Model 49382US and 59382 Daily Mechanical Timer

### Instructions

- 1) Adjust timer dial to correct time by turning dial until the correct time is set against the arrow head.
- 2) To set "ON" time, push segment pins down to corresponding "ON" period. To set "OFF" time, pull segment pins up to corresponding "OFF" time.
- 3) Set manual override switch to  position.
- 4) Switch unit to "ON" position and plug into timer.

\*Note: To override current settings, simply push override switch.

- If you are using an outdoor extension cord, plug into your timer receptacle. If you are not using an outdoor extension cord, plug your outdoor Christmas or other incandescent lights into your timer receptacle. The total cumulative wattage of all the lights must not exceed 500W.
- For best results, plug your timer directly into a wall receptacle that is at least 1 or 2 feet above the ground with outlets facing down. This prevents snow accumulation on the timer.

**DO NOT SUBMERGE IN WATER.**

**DO NOT EXCEED RATED CAPACITY.**

Use a 3 conductor, GFCI-protected outlet.

This device must be mounted in a vertical position with the receptacle facing downwards and the receptacle not reaching the ground level.

### SPECIFICATIONS

8' 14/3 SJTW cord  
 125V / 60Hz  
 15A / 1875W Resistive (general purpose)  
 4A / 500W Tungsten (lighting)  
 5A / 625VA Fluorescent (ballast)  
 15FLA, 90LRA



Coleman Cable, Inc.  
 Waukegan, IL 60085  
 © 2008 Coleman Cable, Inc.  
 Printed in China





## Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
2	Arsenal Street	South Side	Aluminum Poles	None	No	N/A	Un-Metered	No
3	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
4	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
5	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
7	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
8	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
9	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
10	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
11	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
12	Arsenal Street	North Side	Aluminum Poles	None	No	N/A	Un-Metered	No
13	Arsenal Street	South Side	Ornamental	None	No	N/A	Un-Metered	No
14	Arsenal Street	North Side	Ornamental	None	No	N/A	Un-Metered	No
15	Arsenal Street	South Side	Ornamental	None	No	N/A	Un-Metered	No
16	Arsenal Street	North Side	Ornamental	None	No	N/A	Un-Metered	No
17	Arsenal Street	South Side	Ornamental	None	No	N/A	Un-Metered	No
18	Arsenal Street	North Side	Ornamental	None	No	N/A	Un-Metered	No
19?	Arsenal Street	South Side	New Style Ornamental	None	No	N/A	Un-Metered	No
20	Arsenal Street	North Side	Ornamental	None	No	N/A	Un-Metered	No
1	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
2	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
3	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
5/4	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
7/6	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
9/8	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
11/10	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
13/12	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
15/14	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
17/16	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
1?	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
2	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
3	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
4	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
5	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
6	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
7	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
8	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
9	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
10	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
12	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
13	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
14	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
23	Coffeen Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.



## Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
24	Coffeen Street	Southwest Side	Aluminum Poles	None	No	N/A	Un-Metered	No
6S 16	Court Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No
6S 15	Court Street	Northeast Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 17	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 14	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 18G	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 19	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 13	Court Street	Northeast Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 20	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 12	Court Street	Northeast Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 21	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 11	Court Street	Northeast Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 10	Court Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No
6S 9	Court Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No
1	Franklin Street	Southwest Side	Streetscape Ornamental	None	No	N/A	Un-Metered	No
1A?	Franklin Street	Northeast Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
2	Franklin Street	Southwest Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
3	Franklin Street	Northeast Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
4	Franklin Street	Southwest Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
5	Franklin Street	Northeast Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
6	Franklin Street	Southwest Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
7	Franklin Street	Northeast Side	New Style Ornamental	None	No	N/A	Un-Metered	No
9	Franklin Street	Northeast Side	Ornamental	None	No	N/A	Un-Metered	No
10	Franklin Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No
11	Franklin Street	Southwest Side	Ornamental	None	No	N/A	Un-Metered	No
12	Franklin Street	Northeast Side	Ornamental	None	No	N/A	Un-Metered	No
13	Franklin Street	Southwest Side	Ornamental	None	No	N/A	Un-Metered	No
14	Franklin Street	Northeast Side	Ornamental	None	No	N/A	Un-Metered	No
15	Franklin Street	Southwest Side	Ornamental	None	No	N/A	Un-Metered	No
16	Franklin Street	Southwest Side	Ornamental	None	No	N/A	Un-Metered	No
17	Franklin Street	Northeast Side	Ornamental	None	No	N/A	Un-Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Metered	Yes
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Metered	Yes
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Metered	Yes
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Metered	Yes
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Metered	Yes
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Metered	Yes
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Metered	Yes
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Metered	Yes
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Metered	Yes
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Metered	Yes
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.



## Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
2	Mill Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
1	Mill Street	Exterior Perimeter - West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
4	Mill Street	Exterior Perimeter - West Side	Aluminum Poles	None	No	N/A	Un-Metered	No
2-43	Mill Street	Exterior Perimeter - East Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-2	Public Square	Exterior Perimeter - East Side	Streetscape Ornamental	Christmas Tree	Lights	70 watts (50 C9 LED lamps)	Un-Metered	No
3	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	70 watts (50 C9 LED lamps)	Un-Metered	No
4	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
5	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
6	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
7	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
8	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
2-34A	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	70 watts (50 C9 LED lamps)	Un-Metered	No
2-35	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-13	Public Square	Exterior Perimeter - West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-14	Public Square	Exterior Perimeter - West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-15?	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	70 watts (50 C9 LED lamps)	Un-Metered	No
2-16	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
2-17	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
2-6	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
2-5	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
2-4	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
2-3	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	70 watts (50 C9 LED lamps)	Un-Metered	No
1A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Red Banners	No	N/A	Un-Metered	No
2A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
3A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Green Banners	No	N/A	Un-Metered	No
4A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Red Banners	No	N/A	Un-Metered	No
5A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Green Banners	No	N/A	Un-Metered	No
6A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Red Banners	No	N/A	Un-Metered	No
7A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Green Banners	No	N/A	Un-Metered	No
8A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Red Banners	No	N/A	Un-Metered	No
9A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Green Banners	No	N/A	Un-Metered	No
10A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Red Banners	No	N/A	Un-Metered	No
11A	Public Square	Interior Main Island - Interior	Streetscape Ornamental	Green Banners	No	N/A	Un-Metered	No
1	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
2	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
3	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
4	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.



## Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
5	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
6	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
7	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
8	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
9	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
10	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
11	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
12	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
13	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
14	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
15	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
16	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
17	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
18	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
19	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
20	State Street	North Side	New Style Ornamental	None	No	N/A	Un-Metered	No
3	Washington Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
9-60	Washington Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-10	Washington Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
9	Washington Street	West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
9-1	Washington Street	East Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
9-2	Washington Street	West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
5	Washington Street	East Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
6	Washington Street	East Side	Ornamental	LED String	Lights	<b>TBD</b>	Un-Metered	No
6A?	Washington Street	West Side	New Style Ornamental	None	No	N/A	Un-Metered	No
7	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
8	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
9	Washington Street	East Side	Ornamental	LED String	Lights	<b>TBD</b>	Un-Metered	No
10	Washington Street	West Side	Ornamental	LED String	Lights	<b>TBD</b>	Un-Metered	No
11	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
12	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
13	Washington Street	East Side	Ornamental	LED String	Lights	<b>TBD</b>	Un-Metered	No
14	Washington Street	West Side	New Style Ornamental	None	No	N/A	Un-Metered	No
15	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
16	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
17	Washington Street	East Side	Ornamental	LED String	Lights	<b>TBD</b>	Un-Metered	No
18	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
19	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
20	Washington Street	West Side	Ornamental	LED String	Yes	<b>TBD</b>	Un-Metered	No
21	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
22	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
23	Washington Street	East Side	Ornamental	LED String	Yes	<b>TBD</b>	Un-Metered	No
24	Washington Street	West Side	Ornamental	LED String	Yes	<b>TBD</b>	Un-Metered	No

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.

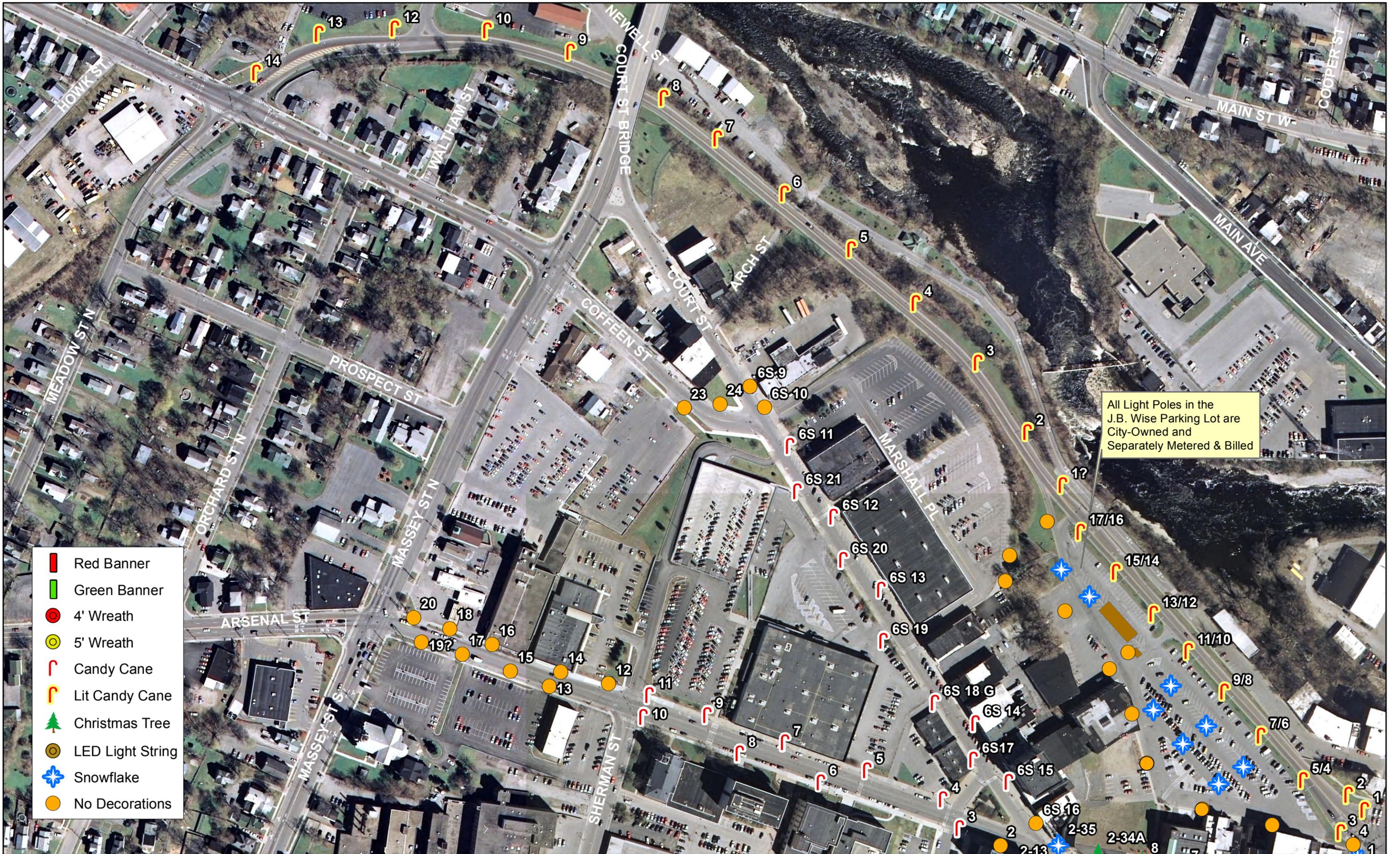


## Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
25	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
26	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
27	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
28	Washington Street	West Side	Ornamental	LED String	Yes	<b>TBD</b>	Un-Metered	No
29	Washington Street	East Side	Ornamental	LED String	Yes	<b>TBD</b>	Un-Metered	No
30	Washington Street	West Side	Ornamental	LED String	Yes	<b>TBD</b>	Un-Metered	No
31	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.





0 200 400 Feet

Holiday Decorations - Black River Parkway and Arsenal Street

2012



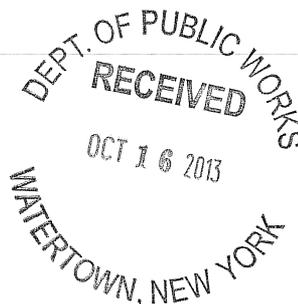


## Holiday Streetlight Decoration Anticipated Electrical Costs

	Type of Decoration	Lights	Timer	Wattage Drawn	Wattage Drawn on Timer	KW/ Hour	KW/ Day	City's Cost/ Day @ \$.12/ KWH	Cost of Decoration/ Season	Number Installed	Total Cost of the Decoration/ Season
Lights ON (8) hours	Candy Cane	Lights	Required	120	3	0.12	0.98	\$ 0.12	\$ 3.90	23	\$ 89.62
	Christmas Tree	Lights	Not Required	240	0	0.24	5.76	\$ 0.69	\$ 22.81	10	\$ 228.10
	Christmas Tree	LED Lights	Not Required	70	0	0.07	1.68	\$ 0.20	\$ 6.65	5	\$ 33.26
	Snowflake	Lights	Required	480	3	0.48	3.86	\$ 0.46	\$ 15.30	21	\$ 414.83
	Wreath	LED Lights	Not Required	70	0	0.07	1.68	\$ 0.20	\$ 6.65	14	\$ 93.14
	LED String Lights	LED Lights	Not Required	150	0	0.15	3.60	\$ 0.43	\$ 14.26	33	\$ 470.45
							1.14	17.57	\$ 2.11	\$ 69.57	106

October 14, 2013

Mr. Gene Hayes, DPW  
City of Watertown  
245 Washington St  
Watertown, NY 13601



Dear Mr. Hayes:

**Re: Attachments to National Grid Poles**

It is the time of year again when municipalities begin planning for decorating their business districts for the holidays. This letter is to inform you of National Grid's policy and procedure regarding any and all attachments (not just holiday) to our facilities and the energy used by such, whether they are attached to poles owned by National Grid or by the municipal corporation.

National Grid's policy is to permit civic organizations and/or municipal corporations to temporarily (typically not to exceed 120 days per calendar year) attach seasonal decorations, announcements and special-event notifications of reasonable size to our facilities if they are considered safe and adequate to support the attachments.

If you are planning to install holiday decorations or other types of attachments on our poles, we **require** that a signed Attachment Agreement be submitted to our office along with an insurance certificate, showing proof of public liability and property damage insurance and specifying the amount and duration of coverage. Attachments to jointly owned poles must be approved by the appropriate telephone company in addition to receiving National Grid's approval.

Your written request should include the following:

- ◆ Location of attachments. (Pole number(s), street names, etc.)
- ◆ Date you wish to install decorations or attachments
- ◆ Date you will remove decorations or attachments
- ◆ Projected square area of attachment, weight of material, type of material, length of support arm (if applicable)
- ◆ Method of attachment to facility
- ◆ Name of contact person and phone number
- ◆ \*Connected wattage at each location
- ◆ \*Type of controller (time clock, photo cell, number of hours of operation)

\*Need for attachments that require energy from National Grid-installed convenience outlets. The information will allow us to calculate a flat rate bill based on P.S.C. 207, S.C.#2, Non-Demand Rate for the energy used through the outlets. The flat rate bill will be sent after the January termination date given on the attachment contract. Please provide us with the name of the civic organization or municipal corporation responsible for the electric service bill. We will also need to know the name of the contact person and telephone number in case any problems arise.

Over→

**Page 2**  
**Holiday Decorations**

We will be more than happy to process your request as a service to you at no charge. However, if we need to modify our facilities for safety clearances or other installation concerns, you will be billed. We will discuss this with you prior to proceeding with any field changes in case an alternate location is available.

If any proposed attachment requires energy on a pole where a convenience outlet does not exist, we can install a convenience outlet for you. Charges for these outlets vary depending on the type of pole it is being installed on. Again, energy used will be billed. Please contact us for more information.

Enclosed is an Attachment contract. Please complete, sign and return the contract along with your insurance certificate prior to installation.

As a reminder, an agreement and insurance certificate are also required for any other attachments or the use of convenience outlets at any time throughout the year (i.e., flag attachments, festival, flower baskets, banners, etc.).

Best wishes for a safe and happy holiday season. If you have any questions, please feel free to contact your Consumer Representative, Todd Froyssell, at 315-785-7225.

Sincerely,



Gerald J. Haenlin, Manager  
Community and Customer Management

Enclosure

Tabled

October 15, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Agreement for Services for Vision and Dental City  
Employee Plan, Relph Benefit Advisors

The attached resolution was included in the September 3, 2013 agenda. At that time, City Council elected to table the resolution because of their desire for more information on the matter. The resolution was moved from the table on September 16 and October 7 for further discussion pending additional information.

After further discussions with Relph Benefit Advisors, it has been agreed that they will rewrite the COBRA Service Agreement removing any charges or fees. Until the new Agreement is ready for Council consideration, I ask that this remain tabled.

# RESOLUTION

Page 1 of 1

Approving Agreement for Services for Vision and Dental City Employee Plan, Relph Benefit Advisors

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

Total .....

YEA	NAY

***Introduced by***

Council Member Teresa R. Macaluso

WHEREAS the City of Watertown approved on May 20, 2013 to allow its employees to participate in a vision and dental insurance policy as an Employee Welfare Benefits Plan within the meaning of the ERISA, which benefit is available to all City employees, and

WHEREAS in order to comply with the Employee Retirement Income Security Act, Relph Benefit Advisors will administer the COBRA plan on our behalf,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Services with Relph Benefit Advisors, attached hereto and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute this Agreement on behalf of the City of Watertown.

**Seconded by** Council Member Joseph M. Butler Jr.

## Agreement for Services

**Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between City of Watertown, hereinafter referred to as "Employer," and Relph Benefit Advisors, including its affiliate Flexible Benefits System, Inc., hereinafter collectively referred to as "RBA".

**Whereas**, Employer is the Plan Sponsor for purposes of the Employee Retirement Income Security Act responsible for the administration of its employee benefit program; and

**Whereas**, Employer wants to retain RBA to provide administrative benefit relief services and to assist with Employer obligations; and

**Now, therefore, in consideration of the promises and of the mutual covenants and agreements contained herein, the Employer and RBA agree as follows:**

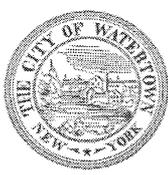
1. RBA agrees to offer administrative services relief to Employer, which may include administration of all applicable health insurance plans, COBRA services, Flexible Spending Accounts (FSA), Health Reimbursement Arrangements (HRA) and wellness programs. Attached Exhibit "A" will reflect the actual services to be provided as requested by Employer. RBA however shall not be responsible for the consequences of any action taken or omitted by the Employer as Plan Sponsor or Plan Administrator in connection with the administration of the Plan.
2. As designated on Exhibit "A", RBA agrees to make available COBRA services, FSA – cafeteria compensation plan, a HRA plan, all in accordance with Internal Revenue Code §125, §105(h) and all other applicable sections.
3. Employer designates and appoints RBA to perform the functions and duties necessary to prepare, implement and operate within the direction and scope and on behalf of Employer.
4. Employer agrees to provide employee/plan information to RBA in a format compatible and acceptable to RBA. Employer agrees that RBA will rely on the information provided by Employer in the performance of their duties under this Agreement.
5. RBA shall have the right to retain outside services, when deemed appropriate and economically feasible.
6. Employer agrees to provide all data as requested and to make necessary payroll deductions and assist RBA in implementing and operating its employee benefits program.
7. Employer has named RBA as Agent of Record for services as designated on Exhibit "A" and will utilize RBA as their agents or brokers in providing fringe benefits to employees for all benefit plans designated, now in place, introduced or elected in the future, while this contract is in place, which may include some or all of the following services:
  - Medical
  - Dental
  - Vision
  - Life
  - Accidental Death & Dismemberment
  - NYS Disability
  - Short-Term Disability
  - Long Term Disability
  - Voluntary Benefit Plans
  - Employee Assistance Program (EAP)
  - COBRA
  - Flexible Spending Account(s)
  - Health Reimbursement Arrangement(s)
  - Administrative Services
  - Wellness Program
8. Employer agrees to keep all RBA documents confidential and to treat them as proprietary and agrees to restrict the use and agrees not to disclose details of the plan design(s) and/or supplemental documents to other parties unless Employer has received written permission from RBA or except where authorized or required by law. This section shall survive the termination of this Agreement.
9. Employer agrees to pay RBA an administrative fee for service based on the most current attached Exhibit "A", which may be updated annually or from time to time with 30 days prior written notice. Employer shall be billed and payment due 30 days from date billed.

## General Terms:

10. **Term.** The term of this Agreement shall be for the following period: April 1, 2013 through December 31, 2014.
11. **Termination.** This Agreement may be terminated upon any of the following:
  - a. Expiration of this Agreement
  - b. Written mutual agreement of parties to terminate
  - c. Written notice to Employer or RBA should either party materially fail to comply with the terms of this Agreement
  - d. Sixty (60) days written notice by either party to the other to terminate with or without cause (however, in the event of early termination by the Employer a \$500 fee shall apply to offset the administrative set-up costs as well as a transfer of record fee of \$1.00 per record or a minimum fee of \$300 whichever is greater)
  - e. Failure of Employer to pay service fee to RBA as agreed
  - f. Failure of Employer to keep adequate funding requirements as explained herein
12. **Independent Advice.** Employer understands that RBA is not giving Employer any legal, tax or financial advice concerning any of the matters relating to this Agreement. Employer acknowledges that it has had the opportunity to consult with its independent legal, tax and financial advisors and is not relying on RBA for any such advice and is not expecting RBA to provide any such advice to an account holder.
13. **Governing Law/Venue.** This Agreement shall be governed in all respects by the laws of the State of New York. Venue shall be in Monroe County, New York.
14. **Notice.** Employer authorizes RBA to accept directions and/or data transmitted to RBA through facsimile, electronic/data transmissions, U.S. Mail or other means (FedEx, UPS, etc.) by authorized representatives, including duly appointed third parties, of Employer. Employer acknowledges its responsibility for the accuracy and completeness of any communication and is solely responsible for any adverse consequences that may result from errors or inaccuracies caused by the quality of such transmissions. RBA may fully rely on any communication with no obligation to review it or verify its accuracy.
15. **Independent Relationship.** It is expressly acknowledged by the parties hereto that this Agreement is not intended to create nor shall it be deemed or construed to create any relationship between Employer and RBA other than that of independent entities contracting with each other solely for the purpose of effecting the provisions herein. Neither party, nor any of their respective officers, directors, or employees shall be construed to be the agent, employee, or representative of the other, except as specifically provided herein.
16. **Confidentiality.** For the purposes of this Agreement, the term "Confidential Information" means non-public information about the disclosing Party's business or activities that is proprietary and confidential, which shall include, without limitation, all business, financial, technical and other information of a Party marked or designated "confidential" or by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential. Confidential Information includes written or other tangible information but will not include information that (a) is in or enters the public domain without breach of this Agreement; (b) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (c) the receiving Party can establish that it developed independently. The terms and conditions of this Agreement will be deemed to be the Confidential Information of each Party and will not be disclosed without the prior written consent of the other Party. All Personally Identifiable Information collected through the RBA process will be deemed to be the Confidential Information of Employer. Each Party agrees (a) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.
17. **Indemnity.** RBA agrees to and shall indemnify, defend and hold Employer, its subsidiaries and affiliates, and their respective directors, officers, agents and employees harmless from and against any and all claims, costs, damages, demands, lawsuits, liabilities and expenses (including reasonable attorney's fees, including the allocable expense of in-house counsel and interest), and for any and all injuries or damages to persons (including death) or to property, arising out of, resulting from, or in any way connected with the acts or omissions of RBA, its agents or employees, under this Agreement.

Employer agrees to and shall indemnify, defend and hold RBA, its subsidiaries and affiliates, and their respective directors, officers, agents and employees harmless from and against any and all claims, costs, damages, demands, lawsuits, liabilities and expenses (including reasonable attorney's fees, including the allocable expense of in-house counsel and interest), and for any and all injuries or damages to persons (including death) or to property, arising out of, resulting from, or in any way connected with the acts or omissions of Employer, including failure to follow the advice of RBA, its agents or employees, under this Agreement.
18. **Limitation of Liability.** To the extent permitted by applicable law neither party will be liable to the other party or any third party for any special, indirect, consequential or punitive damages or costs arising out of or related to this Agreement.





CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

1869

DATE: 16 October, 2013

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Barben Avenue Sewer Extension

At Council's request I have contacted the property owners that would be affected by an extension of the sewer main on Barben Avenue from Marra Drive east to approximately the center of the lot at 285 Barben Ave.

The property owners located at 282 and 285 Barben Avenue will be required by code to connect to the new sewer. Enclosed are copies of the e-mail responses to the Engineering Department. One owner is positive and one is negative on the project.

The property owner at 286 Barben Avenue believed he is already connected to a sanitary main. This service was not in our records and I asked DPW to conduct an investigation of the field condition. This property does have a sanitary connection, however the service is located across private lots before connecting at the Western Outfall Trunk Sewer, and it was also found to be plugged. While this owner would not be required to connect to the new sewer at their expense if constructed, we would recommend to the owner that they do. This would avoid future plugging problems and also avoid future access issues for them across private property. A copy of the report from DPW is also enclosed.

The project would entail the installation approximately 260 LF of an 8" main that would connect to an existing manhole at the Western Outfall Trunk Sewer. The pre-design estimate to construct the work is approximately \$52,000 assuming a contractor installs the main and the engineering work is completed in the Engineering Office.

3 Encl

Cc. Gene Hayes, Superintendent of Public Works  
Ken Mix, Planning and Community Development Coordinator  
Jim Mills, City Comptroller

## Giso, Elaine

---

**From:** sfavreau@twcny.rr.com  
**Sent:** Wednesday, September 25, 2013 11:25 AM  
**To:** Hauk, Kurt  
**Subject:** Additional response on extending the sewer line on Barben Ave.

Dear Kurt,

As per our phone call, I am sending this follow-up e-mail to let you know that I am not in favor of extending the sewer line up Barben Ave. at this time. I just had a licensed plumber here to give me an estimate of work and cost involved to attach my house to a sewer line. He estimated it would cost me between \$7000 and \$8000. I have had no problems with my septic system since I moved here in 1998. I have it serviced regularly and, in fact, just had it pumped this summer and everything was in good shape.

Since I would be required by city code to hook on to the sewer system if it is extended up Barben Ave., I am not in favor of having the sewer line extended.

Thank you.

-- Susan Favreau  
282 Barben Ave.  
Watretown, NY 13601

## Giso, Elaine

---

**From:** Peter Dephtereos [pjd\_4@yahoo.com]  
**Sent:** Tuesday, September 17, 2013 8:28 AM  
**To:** Hauk, Kurt  
**Subject:** Barben Ave. Sewer

Mr.Hauk,

I am writing in response to your letter regarding the extension of the sanitary sewer on Barben Avenue. As I mentioned at the work session on September 9th, my leach field is beginning to fail and needs to be replaced. I have spoken to Desormo Excavation about replacing the leach field, and they estimate the cost to be somewhere between \$4500.00-5000.0. I believe this is vey similar to the cost it would be to connect to the city sewer system. This being said, I would much rather invest my money connecting to the city sewer system than I would having to maintain a septic system. I believe it is beneficial to have all residents of a populated community connected to a sewer system rather than trying to maintain their own septic systems.

Please contact me with any further questions.

Peter Dephtereos  
285 Barben Avenue  
315 778-4964



# City of Watertown Department of Public Works Work Order Report

**Work Order Number** *G8120-1518*

**Department** Sanitary Sewer Maintenance  
**Project ID** *S100.2005.06*  
**Project Manager** Keenan, Patrick  
**Activity** Inspect  
**Street** 286 Barben Ave  
**Facility Name**  
**Location Description** Lateral exits the rear of the cellar.

**Status** Completed

**Billed On**  
**Invoice Number**  
**Invoice Amount**  
**Payment Status**  
**Date**  
**Invoice Note**

**Details** Gene,

The owner at this property believes that he is currently tied to City sewer. He is paying the sewer fee on the water bill, but we have no record of the service. Our maps show other services on that sheet but not for this property. It may have been an oversight but you never know. Can you have PK investigate where his service runs and where it ties in? Justin can be there to locate it with the GPS.

Thanks,  
Kurt

**Notes** Coordinate with property owner, televise sewer lateral, locate and have GIS map the location.

**Priority** Scheduled

**Start Date Actual** 9/27/2013  
**Stop Date Actual** 10/7/2013

<b>Labor Cost Actual</b>	\$953.66
<b>Equipment Cost Actual</b>	\$351.00
<b>Material Cost Actual</b>	\$0.00
<b>Other Cost Actual</b>	\$0.00
<b>Total Cost Actual</b>	<b>\$1,304.66</b>

**Labor (Actual)**

Start Date	Last Name	First Name	Activity	Total Hours	Cost
9/27/2013	Demarse	David	Televise Sewers	1.00	\$33.44
9/27/2013	Mott	Roger	Televise Sewers	1.00	\$44.67
9/27/2013	Ossola	Thomas	Supervisor	2.00	\$108.15
9/27/2013	Segouin	Ryan	Televise Sewers	2.00	\$52.82
10/3/2013	LaFex	Jacob	Inspect	5.00	\$105.02
10/3/2013	Mott	Roger	Sewer Vac Operation	5.00	\$223.34
10/3/2013	Ososkalo	Stephan	Sewer Vac Operation	5.00	\$222.03
10/3/2013	Patchen	Derek	Inspect	5.00	\$164.19
<b>Labor Totals</b>				<b>26.00</b>	<b>\$953.66</b>

**Equipment (Actual)**

Start Date	ID	Description	Total Usage	Cost
9/27/2013	1-091	Pickup Service 4x2	1.00	\$20.00
9/27/2013	1-087	Paratransit	2.00	\$66.00
10/3/2013	1-087	Paratransit	5.00	\$165.00
10/3/2013	1-091	Pickup Service 4x2	5.00	\$100.00
<b>Equipment Totals</b>			<b>13.00</b>	<b>\$351.00</b>

**Work Order Number** *G8120-1518*

**Material (Actual)**

Start Date	Description	Quantity	Unit Price	Cost
			<b>Material Cost</b>	<b>\$0.00</b>

**Other (Actual)**

Start Date	Vendor	Description	Other Cost	Cost
				<b>\$0.00</b>

**Daily Remarks**

Gene,

The owner at this property believes that he is currently tied to City sewer. He is paying the sewer fee on the water bill, but we have no record of the service. Our maps show other services on that sheet but not for this property. It may have been an oversight but you never know. Can you have PK investigate where his service runs and where it ties in? Justin can be there to locate it with the GPS.

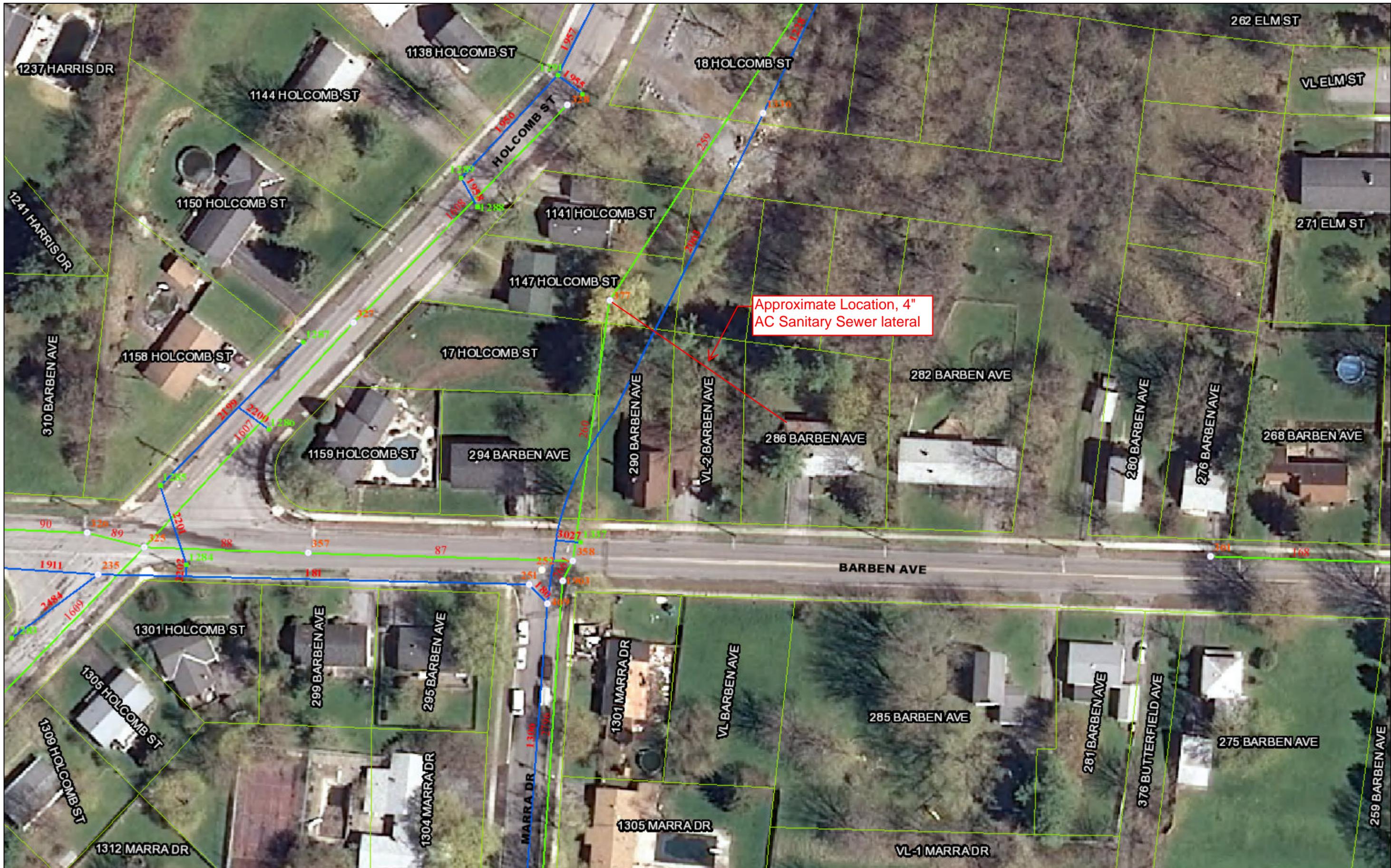
Coordinate with property owner, televise sewer lateral, locate and have GIS map the location.

9/26/13 T.O. Contacted Mr. Albert Gault this afternoon and set up a camera appointment for friday 9/27/13 at 11.00 am

9/27/13 T.O. Crew spent two hours trying to get thru this lateral that has obviously been plugged for years as it is septic. Homeowner Mr. Gault said he never had sewer problems. We got 97ft

With hand rods and were hitting something solid. This lateral is in the back yard of #290 Barben. We never got a picture on the camera but we tracked it out and directly in line with the lateral we found a MH. For the western outfall with a 4in lateral coming in to it.

10/3/13: Crew returned to the site and performed a PRCS entry into MH #377 which is on the WOTS behind house 290 Barben Ave. There is a 4" AC pipe that enters this MH that we have confirmed is the lateral for 286 barben Ave. The crew cleaned the line and removed root blockages with our sectional machine. IT was notified to locate the lateral with GPS, but they had difficulty obtaining a signal. A sketch will be prepared with ties to the lateral.



October 15, 2013

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Sales Tax Revenue – September 2013

The City has received the monthly sales tax revenue amount from Jefferson County. In comparison to September 2012, the September 2013 sales tax revenue on an actual to actual basis is down \$311,531 or 15.04%. In comparison to the original budget projection for the month of September, sales tax is down \$413,896 or 19.04%.

The year-to-date actual receipts are down \$73,568 or 1.54% while the year-to-date receipts on a budget basis are down \$310,252 or 6.17%. Year-to-date sales tax revenue is at \$4,716,710.

The attached spreadsheet shows the detail collections for this year and last year along with the budgeted amounts. Collections for the Fiscal Years' 2009-10, 2010-11, 2011-12 and 2012-13 have been included for historical perspective.

	<u>Actual 2009-10</u>	<u>Actual 2010-11</u>	<u>Actual 2011-12</u>	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
July	\$ 1,054,235	\$ 1,294,030	\$ 1,359,433	\$ 1,361,364	\$ 1,492,579	\$ 131,215	9.64%		
August	\$ 1,111,868	\$ 1,250,127	\$ 1,319,714	\$ 1,357,130	\$ 1,463,877	\$ 106,747	7.87%		
September	\$ 1,805,736	\$ 1,777,374	\$ 1,886,899	\$ 2,071,785	\$ 1,760,254	\$ (311,531)	-15.04%	(73,568)	-1.54%
October	\$ 1,081,394	\$ 1,147,531	\$ 1,215,879	\$ 1,301,624	\$ -				
November	\$ 1,056,203	\$ 1,203,035	\$ 1,207,881	\$ 1,274,589	\$ -				
December	\$ 1,606,018	\$ 1,681,408	\$ 1,897,409	\$ 1,714,672	\$ -			-	0.00%
January	\$ 1,103,884	\$ 1,213,795	\$ 1,195,675	\$ 1,276,483	\$ -				
February	\$ 921,272	\$ 984,089	\$ 1,036,230	\$ 1,160,663	\$ -				
March	\$ 1,572,098	\$ 1,445,902	\$ 1,624,451	\$ 1,453,454	\$ -			-	0.00%
April	\$ 1,121,188	\$ 1,190,708	\$ 1,217,913	\$ 1,293,493	\$ -				
May	\$ 1,079,512	\$ 1,164,270	\$ 1,224,057	\$ 1,373,513	\$ -				
June	\$ 1,709,687	\$ 1,654,800	\$ 2,029,525	\$ 1,609,032	\$ -			-	0.00%
YTD	<u>\$ 15,223,095</u>	<u>16,007,070</u>	<u>\$ 17,215,066</u>	<u>\$ 17,247,801</u>	<u>\$ 4,716,710</u>	<u>\$ (73,568)</u>	<u>-1.54%</u>		

Original Budget

	<u>2013-14</u>	<u>Actual 2013-14</u>	<u>Variance</u>	<u>%</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
July	\$ 1,428,628	\$ 1,492,579	\$ 63,952	4.48%		
August	\$ 1,424,184	\$ 1,463,877	\$ 39,692	2.79%		
September	\$ 2,174,150	\$ 1,760,254	\$ (413,896)	-19.04%	(310,252)	-6.17%
October	\$ 1,365,936	\$ -				
November	\$ 1,337,565	\$ -				
December	\$ 1,799,393	\$ -			-	0.00%
January	\$ 1,339,552	\$ -				
February	\$ 1,218,010	\$ -				
March	\$ 1,525,268	\$ -			-	0.00%
April	\$ 1,357,403	\$ -				
May	\$ 1,441,377	\$ -				
June	\$ 1,688,534	\$ -			-	0.00%
YTD	<u>\$ 18,100,000</u>	<u>\$ 4,716,710</u>	<u>\$ (310,252)</u>	<u>-6.17%</u>		

Total Budget \$ 18,100,000

October 16, 2013

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Sidewalk at Fairgrounds YMCA Pursuant to Lease

The Fairgrounds YMCA is requesting to install a 150 linear feet sidewalk. The Fairgrounds YMCA is located on land leased from the City. Section 2 of the Lease Agreement with Watertown Family YMCA, Inc. requires the YMCA to obtain approval from the City Council before constructing improvements to the premises.

The YMCA's contractor applied for a Sidewalk Permit from the Engineering Department, per the attached drawing. As stated in the attached request from Peter Schmitt at the YMCA, this sidewalk is needed to ensure the safety of the children entering the Y for programs. This sidewalk will conform to all City specifications, per the permit when issued.

At the request of Mayor Graham, a resolution will be presented this evening should Council desire.

**Addison, Sharon**

---

**From:** Peter Schmitt [ymca\_pschmitt@yahoo.com]  
**Sent:** Tuesday, October 15, 2013 12:15 PM  
**To:** Addison, Sharon  
**Subject:** Sidewalk

Sharon,

The Watertown Family YMCA is requesting permission from the City of Watertown to install 150 linear feet of sidewalk at the Fairgrounds YMCA to parallel the parking lot at the west end. Contractor will secure permit and build to specifications which have been communicated to the planning department.

Sidewalk is needed to ensure safety of children entering the Y for programs.

Thank you for your consideration of this improvement.]

Peter Schmitt  
CEO



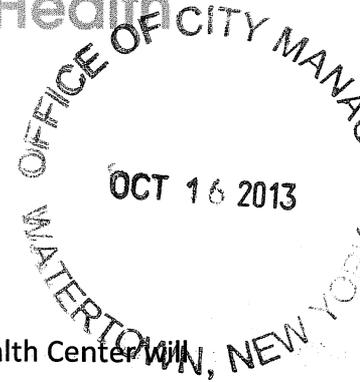
150' New Sidewalk

North Country Family Health Center, Inc.

238 Arsenal Street Watertown, NY 13601  
315.782.9450 FAX 315.782.2643

[www.childrens-clinic.org](http://www.childrens-clinic.org)

**North Country**  
Family Health



Tuesday, October 15, 2013

Dear Friends:

We expect that you have heard the good news that North Country Family Health Center will not be suspending operations. A rapid response by the New York State Department of Health, our legislators and Samaritan Medical Center (SMC) have made it possible for us to keep our doors open. SMC has agreed to assist us with addressing the significant financial difficulties we face by taking on the role of "temporary operator" to help develop a sustainable long-term solution that meets the needs of the community. They have also offered a loan of up to \$200,000 to sustain operations through the next month.

Thanks to their actions, we can continue to serve our patients, including the 10,000 individuals who are participants in our WIC program and the 12,000 more who are our medical, dental and behavioral health patients.

We wanted to assure you that North Country Family Health Center remains open, continuing to serve the families who rely on us for care. Again, we thank you for your support and hope we can count on your continued assistance as we move forward.

With SMC's help, we look forward to becoming a stronger, self-sustaining organization that can continue to serve our community for the next 40 years and beyond.

Thank you.

A handwritten signature in black ink that reads "Dan Wasneckak".

Dan Wasneckak,  
Executive Director



October 14, 2013

Ms. Sharon Addison  
City Manager  
City Hall, Municipal Bldg  
245 Washington Street  
Watertown NY 13601



Dear Sharon Addison:

Enclosed is our statistical summary for NYS Small Business Development Center (SBDC) at Jefferson Community College. This data is representative of our Federal year October 1, 2012 through September 30, 2013. All funding dollars invested by our clients as well as the jobs that were saved and or created are verified by our clients through independent surveys.

This past year we had a Federal directive to provide a 2 day Entrepreneurial Tract program on business training and planning for Ft. Drum retiring or transitioning military. The Watertown SBDC has been providing this training program since its inception in March of 2013. This Boots 2 Business program has been highly successful with a full class enrollment in each monthly class.

Should you have any questions about our programs, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Constance".

Eric Constance  
Regional SBDC Director

Enclosure  
res

## Statistical Summary

Gender	Military	Workshops
46 % Female	32 %	40
54 % Male		1090 Attendees

### JOBS

<u>Saved</u>	<u>Created</u>
86	203

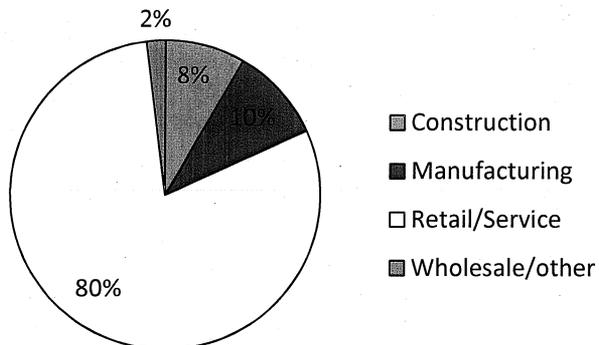
#### Clients

Oswego – 182  
 Watertown – 557  
 Total        739

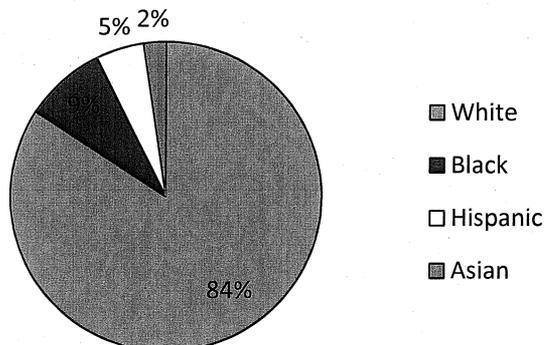
#### Impact

\$16,047,797.00  
 83 Funding projects

#### Business Type



#### Percentage



# Watertown Regional SBDC

## Client Statistics

