

**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, March 18, 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 - Approving Employment Agreement Between the City of Watertown and Ann Marie Saunders, City Clerk
- Resolution No. 2 - Appointment to the Transportation Commission, Betsy Penrose
- Resolution No. 3 - Reappointment to Board of Ethics, Rande S. Richardson
- Resolution No. 4 - Reappointment to Board of Ethics, James D. St. Croix
- Resolution No. 5 - Appointment to Board of Ethics, James A. Mills
- Resolution No. 6 - Reappointment to Community Action Planning Council, Thomas J. Bruno
- Resolution No. 7 - Reappointment to Community Action Planning Council, Christina E. Stone
- Resolution No. 8 - Reappointment to Community Action Planning Council, Stanley Zaremba

- Resolution No. 9 - Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program
- Resolution No. 10 - Approving Agreement for Services, Interactive Procurement Technologies by BidNet
- Resolution No. 11 - Accepting Bid for Thompson Park Zoo Pavilion, D.E.W. Builders Inc.
- Resolution No. 12 - Endorsing the Jefferson County Comprehensive Economic Development Strategy of 2012
- Resolution No. 13 - Approving Modified Payment in Lieu Of Taxes (PILOT) Agreement, New York Air Brake Corporation

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Adjourned City Council Meeting
2. Thompson Park Sledding Fence
3. Letter from Stevenson's Polar Bear Concessions – Request to negotiate concession vendor fee

NEW BUSINESS

EXECUTIVE SESSION

The proposed acquisition, sale or lease of real property when publicity would affect the value thereof.

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, APRIL 1, 2012.

Res No. 1

March --, 2013

To: Members of City Council

From: Jeffrey E. Graham, Mayor

Subject: Approving Employment Agreement Between the City of Watertown and
Ann M. Saunders, City Clerk

At my request, the City Attorney has prepared a proposed Employment Contract with City Clerk, Ann M. Saunders. Ms. Saunders has reviewed the document, and the attached resolution is for Council consideration.

March 18, 2013

RESOLUTION

Page 1 of 1

Approving Employment Agreement Between the City of Watertown and Ann Marie Saunders, City Clerk

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 Charter of the City of Watertown details the Power and Duties of the Watertown City Council, and

WHEREAS in accordance with §20, Paragraph 5, the Council has a duty to enter into a contract with an appointed City Clerk for a period of time, which may, by reason of its duration, bind a future Council to its terms. However, in no event shall any Council enter into any one contract with an appointed City Clerk for a period exceeding two years,

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

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

Seconded by

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of March, 2013, by and between the City of Watertown, New York, a municipal corporation having offices at 245 Washington Street, Watertown, New York 13601, hereinafter called "Employer or City Council," and Ann Marie Saunders, an individual residing at 212 Green Street, Watertown, New York 13601, hereinafter called "Employee" or "City Clerk."

WITNESSETH

WHEREAS, Employer desires to employ the services of Employee as City Clerk of the City of Watertown, as provided for in the Charter of the City of Watertown; and

WHEREAS, Employee desires to be employed as City Clerk of the City of Watertown;

WHEREAS, it is the desire of both parties to describe certain Employee benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee, and to provide inducement for her to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's service at such time that the City Council may desire,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Power and Duties of the City Clerk

The City Council hereby agrees to employ Employee as City Clerk of the City of Watertown to perform the functions and duties specified in the Watertown City of Watertown Charter and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

Section 2. Term

A. The term of this Agreement shall be from May 1, 2013 through April 30, 2015.

B. The City Clerk serves at the pleasure of the City Council and nothing herein shall be taken or construed to prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Clerk at any time, subject only to the provisions of Section 3 of this Agreement, when effective.

- C. In the event Employee determines to voluntarily resign as City Clerk before expiration of the term of this Agreement, then Employee shall give the City Council thirty (30) calendar days advance notice unless the parties agree otherwise.

Section 3. Early Termination and Severance Pay

- A. In the event employment of the City Clerk is terminated other than for just cause (as defined in Section 3(D)), and prior to the expiration of the term of this Agreement, the City Council agrees to pay Employee three months' salary, on a biweekly basis, as a severance. The City will, during the severance payment period, provide continuing medical insurance on the same terms as described at Section 6. Employee shall, upon such termination, also be compensated in a lump sum for all earned vacation calculated at the rate of pay in effect upon termination, less appropriate withholdings.
- B. For purposes of this Section 3, a failure of the City Council to renew the City Clerk's Contract shall not be deemed a termination entitling the City Clerk to severance pay if the City Council shall notify the City Clerk, in writing, by February 1st of the year requiring renewal, that the Contract shall not be renewed. If the City Council does not inform the City Clerk by February 1st of the year requiring renewal that the Contract will not be renewed, then any subsequent failure to renew shall entitle the City Clerk to the Severance Pay called for in Section 3(A).
- C. In the event City Council at any time reduces the salary, compensation, or other benefits of the City Clerk in an amount greater than an applicable across-the board reduction for all employees of the City, or the City Clerk resigns following a suggestion, either formal or informal, by the City Council that she resign, then in that event the City Clerk may at her option be deemed terminated, and entitled to the benefits as provided in Section 3(A). However, prior to a "deemed" termination, the City Clerk must give the City Council notice of her intention to treat a particular action as a termination and provide the City Council ten (10) days to "cure" any claimed termination.
- D. In the event the City Clerk is terminated for "just cause," the Employer's only obligation to the City Clerk is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined as the commission of a crime or other action involving dishonesty or moral turpitude.
- E. Contemporaneously with the delivery of all of the severance pay set forth at Section 3(A) above, the City Clerk shall execute and deliver to Employer a release, releasing Employer from all claims that City Clerk may have against Employer relating to the termination of employment.

- F. The terms of this Agreement shall remain in full force and effect unless and until it expires of its own terms, or is sooner terminated.

Section 4. Salary

For the term of this Agreement, Employer agrees to pay Employee for her services as City Clerk an annual gross salary of \$58,500.00, payable in installments at the same time as other employees of the City of Watertown are paid.

Section 5. Retirement and Deferred Compensation Benefits

- A. The City Clerk shall be covered by the same retirement system as all other non-public safety employees (New York State Employee Retirement System), and will enter the system as a Tier 5 employee.
- B. The City Clerk shall have the option of converting up to 3 sick days and 3 vacation days, per fiscal year, into dollars to be contributed to the Employee's Section 457 deferred compensation plan.
- C. The City Clerk shall have the right to continue health insurance into retirement with the continuing contribution of total premium established at Section 6 of this Agreement.

Section 6. Health Insurance

The Employee shall be covered by the same health plan as all other employees. If Employee elects family healthcare coverage, Employee shall contribute 19% of the total premium for said plan. If Employee elects single healthcare coverage, Employee shall contribute 25% of the total premium for said plan. Deductions for the cost of the premium contribution for the coverage elected by Employee shall be withheld from Employee's installments of salary. Premium contributions shall commence as of August 29, 2011. Employee shall be permitted to participate in the City's Section 125 Plan.

Section 7. Other Benefits

- A. Vacation: Employee shall earn twenty (20) days vacation per year, to be scheduled with consideration of other employees' requests. Employee may, at her option, carry over not more than ten (10) days vacation leave in any one given year. Such carryover of vacation leave shall not be cumulative from year to year.
- B. Sick Leave: Employee's accrual of sick leave shall be at the rate of one (1) day per month. Accrued sick leave is not paid out in cash upon termination of employment for any reason.

C. Holidays: The City of Watertown observes the following holidays:

New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas.

When a holiday falls on a Saturday, Employee shall be given time off on the preceding Friday. When a holiday falls on a Sunday, Employee shall be given time off on the following Monday.

D. Bereavement: The City of Watertown agrees to provide up to three (3) days of bereavement leave per death in the immediate family. Immediate family is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother or father-in-law, brother or sister-in-law, stepson, stepdaughter.

E. Maternity Leave: Employee shall be entitled to the same maternity leave benefits which are provided by the City to City Management and Management Confidential employees.

Section 8. Professional Development

Employer agrees to budget for and to pay for professional dues, subscriptions, travel and subsistence expenses of the City Clerk for professional participation and travel, meetings and occasions adequate to continue her professional development. Said participation on City time shall include the International Institute of Municipal Clerks and its dues, New York State Association of City and Village Clerks conference and its dues, and the New York State Association of Municipal Historians and its dues.

Section 9. Performance Evaluation

The City Council shall review and evaluate the performance of the City Clerk as required by the City's Charter. Employer agrees to review base salary and/or other benefits of the City Clerk at the time of each review.

Section 10. Residency

For the term of this Agreement, Employee shall remain a resident of the City of Watertown. Employee acknowledges that City residence is a condition of retaining the Office of City Clerk.

Section 11. Indemnification

Employer shall defend and indemnify Employee, in accordance with Section 18 of the N.Y. Public Officers Law, in any action or special proceeding arising from Employee's performance of duties as City Clerk, unless those actions were illegal or otherwise outside the scope of her duties or authority.

Section 12. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Mayor of the City of Watertown
Suite 302, Municipal Building
245 Washington Street
Watertown, New York 13601

(2) EMPLOYEE: Ann Marie Saunders
212 Green Street
Watertown, New York 13601

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 13. General Provisions

- A. The Agreement shall constitute the entire Agreement between the parties in connection with its subject matter.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, of portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. There shall be no changes in this Agreement, unless agreed to in writing and approved by majority vote on the Council and by Employee.
- D. This Agreement is subject to all provisions of the City Charter of Watertown, New York.

IN WITNESS WHEREOF, the City of Watertown has caused this Agreement to be signed and executed on its behalf by its Mayor and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Date: _____

City of Watertown
By: Jeffrey E. Graham, Mayor

Date: _____

Ann Marie Saunders
Employee

Res No. 2

March 6, 2013

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Appointments to the Transportation Commission

The following individual has been recommended to be appointed to the Transportation Commission effective April 1, 2013:

Betsy Penrose

Attached for City Council consideration is a resolution appointing Ms. Penrose to a three-year term, such term expiring on April 1, 2016.

RESOLUTION

Page 1 of 1

Appointment to the Transportation
Commission – Betsy Penrose

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

YEA	NAY

Introduced by

RESOLVED that the following individual is appointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2016:

Betsy Penrose
1127 Academy Street
Watertown, New York 13601

Seconded by

Res Nos. 3, 4, 5

March 5, 2013

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Appointment and Reappointments to the Board of Ethics

At the request of the City Council, the following members of the Board of Ethics were contacted and have agreed to serve another one-year term, such term expiring on December 31, 2013:

Rande S. Richardson
269 Flower Avenue West
Watertown, New York

James D. St. Croix
636 Davidson Street
Watertown, New York

Additionally, at the request of the City Council a resolution appointing Mr. James A. Mills, 945 Sherman Street, Watertown, NY, to the Board of Ethics for a one-year term, such term expiring on December 31, 2013 has been drafted.

RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,
Rande S. Richardson

Introduced by

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

RESOLVED that the following individual is hereby reappointed to the City of Watertown's Board of Ethics for a one-year term expiring on December 31, 2013:

Rande S. Richardson
269 Flower Avenue West
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,
James D. 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

RESOLVED that the following individual is hereby reappointed to the City of Watertown's Board of Ethics for a one-year term expiring on December 31, 2013:

James D. St. Croix
636 Davidson Street
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Appointment to Board of Ethics,
James A. Mills

Council Member BURNS, Roxanne M.

Council Member BURTO, Jason R.

Council Member BUTLER, Joseph M. Jr.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is hereby appointed to the Board of Ethics, for a one-year term expiring on December 31, 2013:

James A. Mills
945 Sherman Street
Watertown, New York 13601

Seconded by

Res Nos. 6, 7, 8

March 12, 2013

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: Jefferson County Community Action Planning Council Appointments

At the Regular Meeting of the City Council of March 4, Melinda Gault, Executive Director of the Jefferson County Community Action Planning Council, addressed Council to discuss the City's appointments to the CAPC Board of Directors. As was explained at that time, one of the requirements of the Community Service Block Grants that CAPC is a recipient of requires their board members to have "sponsorship" from the elected officials which appoint them.

At the City Council Work Session of March 11, three members of the City Council agreed to sponsor specific CAPC appointments as their official designee. As such, the appropriate resolutions have been drafted for City Council approval.

RESOLUTION

Page 1 of 1

Reappointment to Community Action
Planning Council, Thomas J. Bruno

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

YEA	NAY

Introduced by

RESOLVED that the following individual is hereby reappointed to the Jefferson County Community Action Planning Council for a two-year term expiring on December 31, 2013, and

BE IT FURTHER RESOLVED that the following individual is hereby the official designee of City Council Member Teresa M. Macaluso in his appointment to the Jefferson County Community Action Planning Council:

Thomas J. Bruno
148 Francis Street
Watertown, NY 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to Community Action
Planning Council, Christina E. Stone

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

YEA	NAY

Introduced by

RESOLVED that the following individual is hereby reappointed to the Jefferson County Community Action Planning Council for a two-year term expiring on December 31, 2013, and

BE IT FURTHER RESOLVED that the following individual is hereby the official designee of Mayor Jeffrey E. Graham in her appointment to the Jefferson County Community Action Planning Council:

Christina E. Stone
20258 County Route 63
Watertown, NY 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to Community Action
Planning Council, Stanley Zaremba

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

YEA	NAY

Introduced by

RESOLVED that the following individual is hereby reappointed to the Jefferson County Community Action Planning Council for a two-year term expiring on December 31, 2013, and

BE IT FURTHER RESOLVED that the following individual is hereby the official designee of City Council Member Joseph M. Butler in his appointment to the Jefferson County Community Action Planning Council:

Stanley Zaremba
505 Franklin Street
Watertown, NY 13601

Seconded by

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

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

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

Attached for City Council consideration is an Agreement between the City of Watertown and the County of Jefferson, acting through the Jefferson County Office for the Aging. Under the terms of this Agreement, the City will provide transportation services, through our CitiBus program to residents of Jefferson County who are sixty years of age or older to enable them to access and receive health, welfare and nutrition services. The Agreement is for the term October 1, 2012 to March 31, 2013, at a cost not-to-exceed \$4,605.00. Although this Agreement should have been sent to us earlier, we anticipate this occurring more timely in the future.

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

RESOLUTION

Page 1 of 1

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

Council Member BURNS, Roxanne M.
 Council Member 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 New York State Office for the Aging has agreed to provide State and Federal funds to the County of Jefferson to furnish specified transportation services to certain elderly residents within the County of Jefferson, and

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

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

WHEREAS the term of this Agreement is from October 1, 2012 through March 31, 2013, at a cost not-to-exceed \$4,605.00,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Agreement between the City of Watertown and Jefferson County, acting through the Jefferson County Office for the Aging, a copy of which is attached and made a part of this resolution, and

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

Seconded by

County of Jefferson
Office of the County Attorney

County Office Building
175 Arsenal Street
Watertown, New York 13601
(315) 785-3088 (315) 785-5178 Fax

Fax not authorized for service



March 4, 2013

City of Watertown
Sharon Addison, City Manager
245 Washington Street
Watertown, NY 13601

Re: Jefferson County Office for the Aging Agreement -
CitiBus (Transportation for the Elderly Program) - (10/1/12-3/31/13)

Dear Sir/Madam:

Please find enclosed, three duplicate originals of the above referenced agreement(s) for review and signature (in the presence of a Notary Public) by an authorized official. Once signed and notarized, kindly return all original duplicates to my attention with the proper insurance certificate(s) in order for us to forward them to the Chairman of the Board of Legislators for execution. Please be advised that contracts are not fully executed until proper insurance certificates are reviewed and approved.

Please note the updated insurance requirements in your contract. Also, I have enclosed a memo and a sample insurance certificate that you should provide to your insurance agent in order to expedite the receipt of proper insurance certificates by this office. If a certain insurance requirement referenced in your agreement does not pertain to you, please make a request for a waiver of such coverage in writing directly to this office, to the attention of the County Attorney.

In order to further streamline the execution process, *please do not send the contracts without the certificates*. If your agent needs to update your certificates, please have them sent directly to you for inclusion in the packet. Contracts without proper insurance certificates will be returned to the department and will cause significant delays in the execution process. **Please contact Peter J. Fazio, Jefferson County Office for the Aging Director if you have any questions regarding the provisions of the agreement(s).**

Thank you in advance for your anticipated cooperation.

Sincerely,

A handwritten signature in cursive script that reads 'Kimberly A. Snow'.

Kimberly A. Snow
Confidential Secretary
to the County Attorney

enc.

cc: Peter J. Fazio, OFA

County of Jefferson
Office of the County Attorney



County Office Building
175 Arsenal Street
Watertown, New York 13601
(315) 785-3088 (315) 785-5178 Fax
Fax not authorized for service

MEMO

TO: CONTRACT VENDOR

SUBJECT: INSURANCE CERTIFICATE REQUIREMENTS

Attached to this Memo is a model Acord form insurance certificate. The model form is to assist you in providing an acceptable certificate of liability insurance to this office and in order to expedite execution of your contract with the County. Please note that the attached model certificate may include insurance provisions which are not applicable to your particular contract.

Please provide this memo and the attached Acord form to your insurer(s) for their review and use in providing this office with an acceptable insurance certificate.

Please note that the insurance certificate(s) received by this office from your insurer(s) must provide the following information -

1. PRODUCER: The authorized insurance entity producing the certificate
2. DATE: Date that the certificate is being issued;
3. INSURED: Name and address of the Insured;
4. INSURER: Name of the Insurer;
5. TYPE OF INSURANCE: Types and amounts as provided in the model certificate;
Note: policy numbers and effective/expiration dates must also be included. The effective/expiration dates must reflect coverage being in effect during the contract period.
6. DESCRIPTION OF OPERATIONS: language regarding additional insured must conform to model certificate language with insertion of the specific contract and contract period to which the certificate applies;
7. CERTIFICATE HOLDER: language must conform to model certificate language;
8. CANCELLATION: 30 day notice of cancellation must be provided;
9. AUTHORIZED REPRESENTATIVE: must contain required signature

Note: Workers Compensation and Disability Insurance Coverage - This office prefers that the appropriate workers compensation/disability insurance documentation from the NYS Workers Compensation Board be submitted. Also, in the event that such insurance policies are provided separately through a self-insured group, or if such coverage is not required, this office will require the appropriate NYS Workers Compensation Board certificates to be submitted.

Please be advised that an insurance certificate received by this office which does not provide the necessary information or which modifies or otherwise alters the required language contained in the model form will result in a rejection of the insurance certificate and a request for a certificate which provides the necessary information and/or required language.

Thank you for your cooperation.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OF ID ME
CODD-17 DATE 04/08/07

PRODUCER Insurance Entity Producing Certificate Address Phone: fax: ..	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Vendor Name Vendor Address	INSURER A: Insurance Company Name	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	policy number	date	date	EACH OCCURRENCE \$1,000,000. DAMAGE TO RENTED PREMISES (EA accident) \$ MED EXP (Any one person) \$ 10,000. PERSONAL & ADY INJURY \$1,000,000. GENERAL AGGREGATE \$2,000,000. PRODUCTS - COMP/DP AGG \$2,000,000.
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROD <input type="checkbox"/> JECT <input type="checkbox"/> LOC				
Y	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	policy number	date	date	COMBINED SINGLE LIMIT (EA accident) \$1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	policy number	date	date	<input checked="" type="checkbox"/> WE STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000. E.L. DISEASE - EA EMPLOYEE \$ 500,000. E.L. DISEASE - POLICY LIMIT \$
Y	OTHER NYS Disability Professional Liability				Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder, its officers, employees & agents are listed as primary and non-contributory additional insureds as required by written contract:

List specific contract and contract period

CERTIFICATE HOLDER Jefferson County 195 Arsenal Street Watertown, NY 13601	COVD01	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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References in this Agreement to the singular shall be deemed to include the plural; references to the male gender shall be deemed to include the female gender; and references to an individual shall be deemed to include other legal entities where the context so indicates.

SECTION 2. TERM OF AGREEMENT

This Agreement shall take effect on October 1, 2012, and is for the period of October 1, 2012 through and including March 31, 2013.

SECTION 3. TERMINATION

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

SECTION 4. CONTRACTOR REPRESENTATIONS AND ACKNOWLEDGMENTS

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

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

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

SECTION 5. GENERAL STATEMENT OF SERVICES AND RESPONSIBILITIES

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

SECTION 6. RECORD KEEPING; AUDIT AND INSPECTION

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

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

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

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

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

SECTION 7. GRIEVANCE PROCEDURES

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

SECTION 8. COMPLIANCE WITH ALL LAWS

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

SECTION 9. FINANCIAL ARRANGEMENTS

COUNTY shall pay CONTRACTOR in full satisfaction for SERVICES rendered in accordance with this Agreement the sum, not to exceed FOUR THOUSAND SIX HUNDRED FIVE DOLLARS (\$4,605.00) for the entire period of the Agreement. PARTICIPANT contributions are projected to be TWO THOUSAND TWENTY-FIVE DOLLARS (\$2,025.00). The total value of the Agreement shall not exceed SIX THOUSAND SIX HUNDRED THIRTY DOLLARS (\$6,630.00) for the entire period of the Agreement. CONTRACTOR shall submit a claims for SERVICES rendered for each month as soon as practicable following the conclusion of that month. Any claims submitted after said tenth day of the month for payment for SERVICES for the prior month may be held by COUNTY for payment with the subsequent month's claim. Each claim shall be accompanied by: (A) a listing of PARTICIPANTS who were actually provided with SERVICES by CONTRACTOR in the given month with reference to the number of one-way trips provided to each PARTICIPANT; and (B) and a monthly listing of the amount of contributions received from all PARTICIPANTS.

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

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

SECTION 10. CONTRACT DEEMED EXECUTORY

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

SECTION 11. ASSIGNMENT; SUBCONTRACTING

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

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

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

SECTION 12. INSURANCE REQUIREMENTS

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

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

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

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

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

SECTION 13. INDEMNIFICATION

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

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

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

SECTION 14. NON-DISCRIMINATION

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

SECTION 15. NONWAIVER

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

SECTION 16. REMEDIES

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

SECTION 17. APPLICABLE LAW

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

SECTION 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

SECTION 19. SEVERABILITY

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

SECTION 20. MODIFICATION OF AGREEMENT

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

SECTION 21. NO THIRD PARTY BENEFICIARIES

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

SECTION 22. USE OF HEADINGS

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

SECTION 23. NOTICES

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

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

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

SECTION 24. SURVIVING OBLIGATIONS

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

SECTION 25. NO PROMISE OF EXPANDED SERVICE AREA

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

SECTION 26. ENTIRE AGREEMENT

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

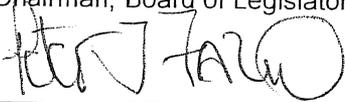
IN WITNESS WHEREOF, the Parties have executed this Agreement.

COUNTY OF JEFFERSON

CONTRACTOR

By: _____
Carolyn D. Fitzpatrick
Chairman, Board of Legislators

By: _____
Sharon Addison
City Manager, City of Watertown

By:  _____
Peter J. Fazio
Director, Office for the Aging

Tax Id No. _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this ___ day of _____, 20___, before me personally came **CAROLYN D. FITZPATRICK**, to me personally known, who, being by me duly sworn, did depose and say that she is the Chairman of the Board of Legislators of Jefferson County, the municipal corporation described in and which executed the foregoing instrument; that she signed her name hereto for and on behalf of said County by order of the Jefferson County Board of Legislators.

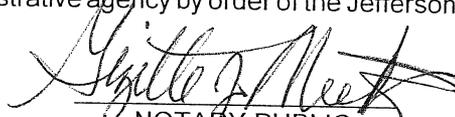
NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this 5th day of March, 2013, before me personally came **PETER J. FAZIO**, to me personally known, who, being by me duly sworn, did depose and say that he is the Director of the Jefferson County Office for the Aging, the administrative agency described in and which executed the foregoing instrument; that he signed his name hereto for and on behalf of said administrative agency by order of the Jefferson County Board of Legislators.



NOTARY PUBLIC

Gizelle J. Meeks
Notary Public, State of New York
No. 04ME6108205
Qualified in Jefferson County 2014
Commission Expires 06/12/____

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this ___ day of _____, 20___, before me personally came **SHARON ADDISON**, to me personally known, who, being by me duly sworn, did depose and say that (s)he is the City Manager of the City of Watertown, the **CONTRACTOR** described in and which executed the foregoing instrument, and (s)he executed said instrument for and on behalf of said **CONTRACTOR**.

NOTARY PUBLIC

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 278

Authorizing Agreement with the City of Watertown (Citibus)
for Transportation Services for the Elderly

By Legislator: Michael J. Docteur

Whereas, The Office for the Aging and this Board of Legislators desire to contract for the provision of certain programs and services for the elderly.

Now, Therefore, Be It Resolved, That pursuant to Section 95-a of the General Municipal Law, Jefferson County enter into an agreement with the City of Watertown (Citibus) for the period of October 1, 2012 through March 31, 2013 for the provision of transportation services for persons 60 years of age or older, at a cost of approximately \$4,605 funded by the NYS AAA Transportation grant as recognized in the Adopted 2012 Office for the Aging budget, and be it further

Resolved, That the Chairman of the Board be and is hereby authorized and directed to execute said agreement on behalf of the County of Jefferson with the approval of the County Attorney as to form and content.

Seconded by Legislator: Michael F. Astafan

State of New York)
) ss.:
County of Jefferson)

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. 278 of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 10th day of November, 2012 and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 14th day of November, 2012.

Clerk of the Board of Legislators

JEFFERSON COUNTY OFFICE FOR THE AGING
GRIEVANCE PROCEDURES

I. Purpose

A. In accordance with Section 306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Jefferson County Office for the Aging has established the following process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act.

II. Notifying Participants of Right to File Grievance

A. The Jefferson County Office for the Aging and each of its service provider agencies providing Title III services ("service provider agencies") shall notify participants and applicants of their right to file a grievance, as follows:

- 1) A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries shall also be written in languages other than English where required to serve the client/applicant population.
- 2) In-home services participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.

B. Denial of Service. A participant or applicant who is denied Title III services must be given the reasons for the denial. For housekeeping, homemaker, home delivered meals, case management, and other services for which written applications are made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For congregate meals, transportation, recreation and other services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

III. Grievance Process

A. Filing of Grievance

(1) Participants must submit their grievances in writing to the person(s) or office that has been designated by a service provider or by the Jefferson County Office for the Aging Director, whichever is appropriate, to conduct the initial review. The reviewer may be the director of the service provider agency of the Jefferson County Office for the Aging, or any other person designated by such director who is not familiar with or otherwise involved in the grievance.

(2) The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstance with which the participant is dissatisfied. The Jefferson County Office for the Aging or service provider may grant an extension for good cause shown.

(3) The grievance should be filed on the form provided by the Jefferson County Office for the Aging which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.



JEFFERSON COUNTY OFFICE FOR THE AGING

250 ARSENAL STREET
WATERTOWN, NEW YORK 13601-2529
(315)785-3191
Fax (315)785-5095

STEVEN E. BINION
Director

COMPLAINT LETTER FORM

Date: _____

TO: Mr. Steven E. Binion, Director
Jefferson County Office for the Aging
250 Arsenal Street
Watertown, New York 13601

Dear Mr. Binion:

I am writing to request a review of the following grievance:

- I was denied service.
- I am not satisfied with the quality of service or an activity provided by your agency or by your service provider.
- I have the following grievance (briefly describe):

Date/estimated date of the event or action complained of: _____

(This form must be filed within thirty (30) calendar days of this event or action unless you are granted an extension for good cause.)

Please describe in detail what happened or what your grievance is (if you need extra space, use the back side of this form):

Please state, if you know, what relief you are seeking:

Signed _____

Name (please print) _____

Address: _____

Phone Number: _____

Res No. 10

March 7, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Agreement for Services – Interactive Procurement Technologies by BidNet

Purchasing Manager Amy Pastuf has been working to implement a paperless bid process as detailed in the attached report. This web-based process for posting our bids and the software to manage the notification and tracking process are free for use to municipal organizations and interested vendors in New York State. The website also provides an “alert” system to vendors based on commodity codes for a fee of \$80 annually.

Local participation has gained momentum with the counties of Clinton, Franklin, Jefferson and St. Lawrence, as well as the Watertown City School District, planning to join in the spring of 2013. This modernization to the bid process will save time, money and resources while still complying with the New York State General Municipal Law.

Attached for Council consideration is resolution approving the Agreement for Services for a one-year term.

RESOLUTION

Page 1 of 1

Approving Agreement for Services,
Interactive Procurement Technologies by BidNet

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 wishes to upgrade the bid process to an electronic format to streamline procedures for the City Purchasing Department as well as potential bidders, and

WHEREAS the Purchasing Manager, Amy M. Pastuf, has contacted Interactive Procurement Technologies by BidNet to implement a paperless bid process, and

WHEREAS there is no cost to the City to participate in this service currently utilized by over 140 government agencies in New York State,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Services with Interactive Procurement Technologies by BidNet for a one-year term, and

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

Seconded by

AGREEMENT FOR SERVICES

Parties to this Agreement: The parties to this Services Agreement (hereinafter referred to as “the Agreement”) are City of Watertown (hereinafter referred as the “Participating Organization”) and International Data Base Corp., doing business under the trade name Interactive Procurement Technologies by BidNet, a legally incorporated body having its principal place of business at 20A Railroad Avenue, Albany, New York 12205 (hereinafter referred to as “IPT”).

RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, IPT has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services (hereinafter referred to as “The Network”)

WHEREAS the Participating Organization wishes to join The Network and benefit from the services provided by IPT;

THE PARTIES AGREE:

1. **Description of Services:** System Membership: The Participating Organization has agreed to join The Network. It is understood that IPT will provide the Participating Organization with access to The Network.
2. **Term of Agreement:** This Agreement shall become effective on the date of the execution for an initial term of twelve (12) months (the “Initial term”). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.
3. **Payment for Services:**

3.1 Participating Organization Fees:

- 3.1.1. **Subscription Fees:** There will be no subscription fees incurred by the Participating Organization under this Agreement.
- 3.1.2. **Mailing Fees:** IPT will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers.
- 3.1.3. **Programming Fees:** The Participating Organization agrees to use The Network on an “as is” basis. Any customized work requested by the Participating Organization shall be made available at One Hundred and Twenty-five dollars (\$125) per hour.
- 3.1.4. **Surplus Auction Fees:** Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to IPT for items sold.

- 3.1.5. Future Enhancements: IPT reserves the right to offer future services to the Participating Organization which may or may not include service fees.

3.2 Supplier Registration Fees:

- 3.2.1. Basic Service: This option gives suppliers access to search for documents of interest for all Participating Organizations actively using The Network at no charge, but requires them to remember to login frequently to ensure they are able to view opportunities before they close. This includes bids, addendums and awards.
- 3.2.2. Optional Value Added Service: Suppliers that choose to register for the value added service option will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on The Network that matches their profile.
- 3.2.3. Future Enhancements: IPT reserves the right to offer future services to all registered suppliers which may or may not include separate service fees.

4. **Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.
5. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.
6. **Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.
7. **Governing Law:** This Agreement shall be governed by the laws of the State of New York.
8. **Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
9. **Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by IPT in connection of this Agreement, will be the exclusive property of IPT.
10. **Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access The Network. Sharing of usernames and passwords is strictly prohibited. The Participating Organization also agrees to obtain written consent from IPT prior to showing demonstrations of The Network to any third party.
11. **Warranty:** IPT shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to IPT on similar projects.

12. Signatures: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

City of Watertown
245 Washington Street
Watertown, NY 13601

Name: _____

Title: _____

Date: _____

Signature: _____

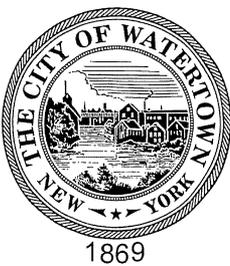
Interactive Procurement Technologies by BidNet®, a division of
International Data Base Corp.

Name: Dan Ansell _____

Title: Vice President _____

Date: _____

Signature: _____



CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL APastuf@watertown-ny.gov
☎(315) 785-7749 📠(315) 785-7752

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Agreement for Services – Interactive Procurement Technologies by BidNet
DATE: 3/6/2013

The City's Purchasing Department has been working to implement a "paperless" bid process to save time, money and resources while still complying with New York State General Municipal Law. During the last bid season, the City Purchasing Department began distributing bid packets via CD and e-mail for both commodity bids and construction projects. With the electronic version, potential bidders are able to review the bid documents in electronic form and, if they decide to bid, print the packet and submit it to the Purchasing Department as in the past. We have received numerous compliments to this "modernization" of the bid process. The Purchasing Department also distributes hard-copy versions to potential bidders upon request.

The City Purchasing Department has been interested in obtaining a mechanism for posting our bids online and software to manage the notification and tracking process. Currently, the Purchasing Department distributes bid packets and addenda through e-mail or the US Postal Service. Updates are tracked manually with a spreadsheet. There is no current mechanism for potential bidders to search for bid opportunities or to check for updates through a web-based interface.

The City Purchasing Department has been contacted by Interactive Procurement Technologies by BidNet a company that provides The Empire State Purchasing Group website (www.empirestatebidsystem.com). The website is provided free for use to municipal organizations and interested vendors in New York State. The website also provided an "alert" system to vendors based on commodity codes for a fee of \$80.00 annually. This service is currently utilized by over 140 government agencies in New York State. Up to this point, there has been little participation in the North Country area, but the counties of Clinton, Franklin, Jefferson and St. Lawrence and the Watertown City School District are planning to join in the Spring of 2013. With this local participation, it seems that the service would become a useful tool for the management of the bid process for the City of Watertown. The only cost to the City of Watertown would be the notification to our current vendors by mail or email. The hope is that the agencies from the North Country could work together to release a joint notification, thereby saving on the time and expense of the notification.

The attached Agreement for Services is for a one year term, which is renewed annually or terminated upon 60 days notice.

If you have any questions, please let me know.

March 12, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Thompson Park Zoo Pavilion,
D.E.W. Builders Inc.

The City Purchasing Department has advertised and received sealed bids for the Thompson Park Zoo Pavilion per our specifications.

Invitations to bid were issued to Northern New York and Syracuse Builders Exchange, the Dodge Reports and The Contract Reporter. Twenty-four (24) sets of bid specifications and plans were requested by area builders with seven (7) sealed bids received and publicly opened and read in the City Purchasing Department on Thursday, March 7, 2013, at 11:00 a.m.

Three bid alternatives were proposed in the bid specifications for consideration by the City Council are:

1. Furnish and install Cedar Shingle roofing, replacing the metal roof;
2. Install Boulder Creek stone veneer on all concrete footers, columns and the projection wall;
3. Construction the pavilion using a concrete stamp pattern.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department and Parks and Recreation Department, and it is their recommendation that the City accept the bid from D.E.W. Builders Inc. as the lowest qualifying bidder meeting our specifications in the amount of \$228,150.41. It is further recommended that the City Council forego the cedar shake roofing option in favor of the metal roofing that will require lower long-term maintenance costs. The remaining alternatives for stone veneer and stamped concrete total \$22,620.00 and their inclusion in the bid award would add aesthetic value to the project while remaining below the projected cost of the project. The base bid award total with alternatives 2 and 3 above totals \$250,770.41. The bids received are outlined in Ms. Pastuf's report, which is attached.

Funding to support this project is available from the Fiscal Year 2011-12 General Fund transfer to the Capital Fund of \$320,000. In addition, in Fiscal Year 2010-11, the Tourism Fund transferred \$43,000 to fund design services. Remaining funds on hand are approximately \$305,114.

RESOLUTION

Page 1 of 1

Accepting Bid for Thompson Park Zoo Pavilion
D.E.W. Builders Inc.

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

Total

YEA	NAY

Introduced by

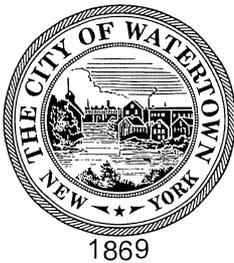
WHEREAS the City Purchasing Department has advertised and received sealed bids for the Thompson Park Zoo Pavilion, per our specifications, and

WHEREAS invitations to bid were issued to Northern New York and Syracuse Builders Exchange, the Dodge Reports and The Contract Reporter, with twenty-four (24) sets of bid specifications and plans requested by area builders with seven (7) sealed bids received and publicly opened and read in the City Purchasing Department on Thursday, March 7, 2013, at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with Engineering Department and Parks and Recreation Department, and it is their recommendation that the City Council accept the bid submitted by D.E.W. Builders Inc.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bid submitted by D.E.W. Builders Inc. as the lowest qualifying bidder for the Thompson Park Zoo Pavilion including Bid Alternatives 2 and 3, per our specifications, in the amount of \$250,770.41.

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL APastuf@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 785-7752

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2013-01 – Thompson Park Zoo Pavilion
DATE: 3/12/2013

The City's Purchasing Department advertised in the Watertown Daily Times on February 6, 2013 calling for sealed bids for the Thompson Park Zoo Pavilion as per City specifications. Bid Specifications were filed with the Northern New York and Syracuse Builders Exchange, the Dodge Reports and The Contract Reporter.

The successful bidder will be required to supply all labor, materials and equipment to complete the construction of a 50' x 50' cross-shaped pavilion at the New York State Zoo at Thompson Park as shown on the contract drawings, specifications, and bidding documents and as directed by the City Engineer. Work includes, but is not limited to the following:

- Demolition of the existing steel aviary
- Removal of asbestos material as per state and federal codes.
- Construct foundation and floor slab.
- Construction of a new 50'x50' Campion-style steel pavilion.
- Contractor to topsoil and seed all impacted areas.

The following Bid Alternates were proposed in the Bid Specifications for consideration by the City Council:

- Bid Alternate 1 - Furnish and install Cedar Shingle roofing, replacing the metal roof.
- Bid Alternate 2 - Install Boulder Creek stone veneer on all concrete footers, columns and the projection wall.
- Bid Alternate 3 - Construct the pavilion using a concrete stamp pattern.

Twenty-four (24) sets of bid specifications and plans were requested by area builders. Seven (7) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Thursday, March 7, 2013 at 11:00 am, local time. The bid tally is provided on the attached sheet.

The bids were reviewed by City Engineering, Parks and Recreation and the Purchasing Department to ensure that the bid meets the required specifications. It is recommended that we accept the base bid proposal from D.E.W. for \$228,150.41. After consideration of the Bid Alternates, it is further recommended that the City Council forgo the Cedar Shake roofing option in favor of the metal roofing that will require lower long-term maintenance costs. The remaining alternates for stone veneer and stamped concrete total \$22,620.00 and their inclusion in the bid award would add aesthetic value to the project while remaining below the projected cost of the project. The base bid award total with Alternates 2 and 3 totals \$250,770.41

If there are any questions concerning this recommendation, please contact me at your convenience.

Description	Central New York Construction, Inc.	Con Tech Building Systems, Inc.	Continental Construction	D.E.W. Builders, Inc.	EJ Construction Group, Inc.	Meridian Construction Corporation	Northern Tier Contracting
	Barneveld, NY	Gouverneur, NY	Gouverneur, NY	Adams Center, NY	Liverpool, NY	Gilford, NH	Gouverneur, NY
Total Price	\$424,664.00	\$253,657.00	\$270,256.00	\$228,620.57	\$334,108.76	\$479,700.00	\$269,900.00
Alternative 1 (Cedar Shake Roof)	\$11,970.00	\$58,163.00	\$15,381.00	\$17,571.96	\$7,373.52	\$31,122.00	\$5,985.00
Alternative 2 (Stone Veneer on columns)	\$9,520.00	\$20,219.00	\$11,706.00	\$9,180.00	\$18,985.60	\$20,060.00	\$17,000.00
Alternative 3 (Stamped Concrete Slab)	\$17,920.00	\$5,100.00	\$5,573.00	\$13,440.00	\$9,632.00	\$20,496.00	\$11,200.00
Total Alternatives	\$39,410.00	\$83,482.00	\$32,660.00	\$40,191.96	\$35,991.12	\$71,678.00	\$34,185.00
Total Price with Alternatives	\$464,074.00	\$337,139.00	\$302,916.00	\$268,812.53	\$370,099.88	\$551,378.00	\$304,085.00

Res No. 12

March 13, 2012

To: The Honorable Mayor and City Council

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

Subject: Endorsing the Jefferson County Comprehensive Economic Development Strategy of 2012

At the City Council's March 11, 2013 Work Session, the City Council requested that the attached resolution be drafted for its consideration. The resolution endorses the 2012 Jefferson County Comprehensive Economic Development Strategy as the guide for economic development efforts within the County.

RESOLUTION

Page 1 of 1

Endorsing the Jefferson County
Comprehensive Economic Development
Strategy of 2012

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 Jefferson County authorized the formation of the Overall Economic Development Program (OEDP) Committee, now known as The Comprehensive Economic Development Strategy Committee (CEDS) in 1990 for the purpose of preparing a County-wide Economic Development Plan, in order to establish eligibility for federal economic development funds from the U.S. Economic Development Administration (EDA), and

WHEREAS the required plan was developed and adopted in 1991 and revised and readopted in 1999 and 2006, thus maintaining eligibility to receive EDA funds, and

WHEREAS the CEDS Committee has recently undertaken a process designed to develop comprehensive revisions to the 2006 plan, and

WHEREAS the CEDS Committee’s expressed purpose in undertaking this comprehensive revision was to both satisfy USEDAs requirements to maintain funding eligibility and to develop a plan update that will serve as a useful guide for economic development planning throughout all sectors of the County’s economy, and

WHEREAS the CEDS Committee adopted the revised and updated Comprehensive Economic Development Strategy Plan on November 14, 2012,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby endorses the Jefferson County Comprehensive Economic Development Strategy of 2012 as the guide for economic development efforts.

Seconded by

Res No. 13

March 13, 2013

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: New York Air Brake PILOT Modification

At its Work Session of March 11, City Council reviewed and discussed a modification request for the New York Air Brake Payment in Lieu of Taxes (PILOT) Agreement. At that time, City Council agreed to honor the request of the Air Brake Corporation and a resolution has been prepared for City Council consideration.

RESOLUTION

Approving Modified Payment in Lieu
Of Taxes (PILOT) Agreement, New
York Air Brake Corporation

Page 1 of 1

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, at its Regular Meeting of August 7, 1995 the City Council of the City of Watertown approved a Payment in Lieu of Taxes (PILOT) Agreement negotiated between the New York Air Brake Corporation, the Jefferson County Industrial Development Agency, the Watertown City School District, the County of Jefferson, and the City of Watertown, and

WHEREAS the New York Air Brake Corporation has requested a modification of said PILOT Agreement, and

WHEREAS the City Council of the City of Watertown believe a modification to said PILOT Agreement to be in the best interest of the citizens of the City of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves said modified PILOT Agreement, attached hereto and made part of this resolution, and

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

Seconded by

**AMENDMENT NUMBER ONE
TO PAYMENT IN LIEU OF TAXES AGREEMENT
(THE "PILOT AGREEMENT")**

This Amendment Number One is to a Payment in Lieu of Taxes Agreement by and among the **NEW YORK AIR BRAKE CORPORATION, KNORR BRAKE HOLDING CORPORATION, U.S., JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY, COUNTY OF JEFFERSON, CITY OF WATERTOWN** and **GREATER WATERTOWN SCHOOL DISTRICT** dated as of the last signature to the PILOT Agreement, September 21, 1995.

This Amendment Number One to the PILOT Agreement is made and effective as of January 1, 2013 by and among the parties above referenced and in their capacity as defined in the Pilot Agreement.

The purpose of this Amendment is to change the definitions in Paragraph 1 and to change the formula and method of determining the PILOT payments in Paragraph 2 of the PILOT Agreement.

Now therefore the parties hereto agree as follows:

1. Definitions. Terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the PILOT Agreement as amended.

2. All of the definitions in Paragraph 1 of the PILOT Agreement except Facility are hereby deleted. Facility is now changed and shall mean the following:

"Facility" means for the purpose of this Amendment, all of the Land and Improvements thereon as described in the Lease Agreement and currently assessed at an assessed value of Two Million Eight Hundred Seventy Six Thousand and No/100 Dollars (\$2,876,000.00) by the City".

3. Paragraph 2 of the PILOT Agreement is hereby deleted and the following added in its place:

"Commencing with the tax year beginning January 1, 2013 and for as long as the Facility is owned by the Agency and leased to the Company, the Payment Obligor agrees to pay to the Agency on behalf of the Taxing Jurisdictions in lieu of all taxes and assessments which would be levied upon the Facility during such tax years as if it were owned by the Company and not by the Agency, the amounts determined according to the following formula:

$$\text{PILOT} = \text{AV} \times \text{ATR} \times \text{PR}$$

WHERE

PILOT = Amount of payment in lieu of taxes due to the Taxing Jurisdictions for the applicable tax year.

AV = Assessed Value of the Facility which shall be determined from time to time by the City and which

is now assessed at Two Million Eight Hundred
Seventy-Six Thousand Dollars
Dollars (\$ 2,876,000).

ATR = Actual Tax Rate for the respective Taxing
Jurisdictions for the applicable year.

PR = Payment Ratio which for the purpose of this
Amendment is 1.00 for the applicable tax year.

4. The last sentence in Paragraph 3 of the PILOT Agreement is hereby deleted.

5. Paragraph 4 of the PILOT Agreement is amended to add the following language:

“Should the Facility or the Additions be conveyed to the Company and thus become taxable pursuant to New York RPTL Section 520, any payments payable under this Agreement as payments required in Lieu of Taxes shall be reduced by the amount of any taxes which are required to be paid under RPTL Section 520 for any such current tax year or portion thereof, and should such payment in lieu of taxes already have been made, the Taxing Jurisdictions shall refund any such amounts owing to the Company”.

6. The parties hereby ratify and confirm all of the other terms, covenants and conditions of the PILOT Agreement except as herein specifically modified.

7. This Amendment Number One has been ratified and confirmed by all of the parties hereto and each party has the authority to execute and deliver this Amendment Number One. It shall be binding on the parties hereto and their respective successors and assigns.

8. This Amendment may be executed in any number of counterparts, each of which shall deem to be an original for all purposes and all of which will constitute collectively a single Agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

9. This Amendment Number One shall become effective in respect to each of the parties hereto when signed by such party.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment Number One as of the date as set forth above.

SIGNATURE:

NEW YORK AIR BRAKE COMPANY

By: _____
Michael J. Hawthorne, President

JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Donald C. Alexander, CEO

CITY OF WATERTOWN

By: _____
Jeffrey E. Graham, Mayor

COUNTY OF JEFFERSON

By: _____
Carolyn D. Fitzpatrick, Chairperson

WATERTOWN CENTRAL SCHOOL
DISTRICT formerly known as
GREATER WATERTOWN SCHOOL
DISTRICT

By: _____
Michael R. Flick, Board President

KNORR BRAKE HOLDING
CORPORATION, U.S.

By: _____
J. Paul Morgan, Vice President

March 13, 2013

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Adjourned City Council Meeting

At the March 11 Work Session, City Council requested staff provide additional information regarding the Metropolitan Planning Organization Memorandum of Understanding (MoU) presented that evening. I have reached out to Mark Frechette, Director of the NYS Department of Transportation Region Seven, to participate in discussions and answer any questions the City Council may have regarding the MoU. Unfortunately, neither Mr. Frechette nor his Deputy are available to participate in the March 18th meeting.

I am proposing City Council adjourn tonight's meeting to Tuesday, March 26. At that time, DoT and City staff will be available to discuss the MoU and then Council would have the opportunity to vote on a resolution approving the document. I am also proposing that the City Council hold a Work Session after the completion of the Adjourned Meeting to continue discussions related to the FY 2013-14 Budget.

The date of Tuesday, March 26 is proposed so as not to conflict with the City's Volunteer Appreciation Event scheduled for March 25th in City Council Chambers.

March 14, 2013

To: The Honorable Mayor and City Council
From: Erin E. Gardner, Superintendent of Parks and Recreation
Subject: Thompson Park Sledding Fence

The Thompson Park Sledding Hill continues to be a popular destination for people of all ages during the winter season. The Parks and Recreation Department replaced the hay bales with a mesh ski fence and installed wooden-slatted snow fencing at two locations on the upper hill to prevent sledders from attaining dangerous speeds resulting in catastrophic impacts. Department personnel were responsible for maintaining all fencing and spent a considerable amount of time repairing and re-installing both sets of fencing. The ski fence required repair five times including replacing plastic poles which were snapped in half with more permanent metal stakes. The snow fence located on the upper hill also required repair and re-installation five times. The repair and re-installation required two staff members for a minimum of two hours per occurrence. The Superintendent of Parks and Recreation requests authorization to install the already purchased, permanent, green chain link fence on the upper hill. This will help to alleviate patrons from taking the fence down as they wish as well as reduce the amount of time spent by staff to repair and replace the snow fence.

March 7, 2013

Dear Mayor Graham and City Council Members,

This letter is a request to negotiate a fair fee for providing food service to the BRVHA horse shows.

I am the new owner of Stevenson's Polar Bear Concessions. This food vending business was formerly known as The Polar Bear. As the previous owners had done for many years, we have been requested to provide food service at the six BRVHA horse shows held each summer at the Watertown Fairgrounds. The BRVHA members have indicated they desire having a food vendor on site as a convenience, as they are busy participating in their horse events for many hours.

We recently learned that new for this year is a \$250 per event vendor fee assessed by the City of Watertown for events at the Fairgrounds. For a large event, such as a concert with potentially thousands of attendees, this fee seems very fair. However, for the small participant-based horse shows, this amount is unrealistically high. The previous owners indicate that their sales revenue for the horse shows ranged from \$300 to \$500 per show, depending on the size of the show and the weather. A \$250 fee would be at least 50% of the total revenue for the day. After factoring food cost, employee wages and other overhead, the fee as it is would cause our service at the events to be cost prohibitive.

I suggest a one-time annual negotiated fee for all of the BRVHA events. I am willing to pay the season's fee in advance of the first event.

We are hopeful that we can reach an agreement that will allow us to continue to serve the BRVHA events. Your participation in negotiating a fair fee is appreciated.

I look forward to hearing from you, as we are currently planning our 2013 season.

Respectfully,



Debra L. Stevenson

Owner-Stevenson's Polar Bear Concessions

315-286-1704

