

CITY OF WATERTOWN, NEW YORK
REVISED AGENDA
Monday, January 7, 2019

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, January 7, 2019, 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 - Designating Depositories of City Funds for 2019
- Resolution No. 2 - Approving Agreement Between the New York State Unified Court System and the City of Watertown
- Resolution No. 3 - Authorizing the City Manager to Enter Into and Execute the Contract with the New York State Division of Homeland Security and Emergency Services for a Cyber Security Equipment Grant
- Resolution No. 4 - Authorizing the City Manager to Enter Into an Agreement for Professional Services with GYMO Architecture, Engineering, & Land Surveying, D.P.C. for Environmental Investigations at 424 Van Duzee Street, Parcel Number 1-18-102.000
- Resolution No. 5 - Approving Salary Structure and Annual Pay Increase for Watertown Housing Authority Employees
- Resolution No. 6 - Finding That Changing the Approved Zoning Classification of 114 Dorsey Street, Parcel Number 9-12-116.000, From Residence B to Commercial Will Not Have a Significant Impact on the Environment

- Resolution No. 7 - Approving the 2017-2021 Collective Bargaining Agreement Between the City of Watertown and the Watertown Police Benevolent Association, Inc.
- Resolution No. 8 - Approving Intergovernmental Agreement Relative to Dog Control Services With County of Jefferson
- Resolution No. 9 - Appointment to Fill Unexpired Term of Vacant City Council Seat, Sarah V. Compo

ORDINANCES

LOCAL LAW

PUBLIC HEARING

- 7:30 p.m. Resolution Approving the Special Use Permit Request Submitted by Michael Ablan of Genuine Homes, LLC to Allow a Nine-Unit Multifamily Dwelling at 518 Pine Street, Parcel Number 10-10-120.000
- 7:30 p.m. Ordinance Changing the Approved Zoning Classification of 114 Dorsey Street, Parcel Number 9-12-116.000 from Residence B to Commercial

OLD BUSINESS

STAFF REPORTS

1. Tree Watertown's 2018 Annual Report

NEW BUSINESS

EXECUTIVE SESSION

To discuss proposed, pending or current litigation.

WORK SESSION

Next Work Session is scheduled for Monday, January 14, 2019, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY, JANUARY 22, 2018.

Res No. 1

December 18, 2018

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Annual Designation of Bank Depositories

In accordance with City Charter section 30, City Council shall designate at its first meeting in each year the banks located in the City for the deposit of all City funds. Accordingly a resolution has been prepared for City Council consideration which establishes the depositories for City funds for the period January 1, 2019 through December 31, 2019.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to be "R. Finn", written over the text "City Manager recommends approval."

RESOLUTION

Page 1 of 1

Designating Depositories of
City Funds for 2019

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS Section 30 of the City Charter requires the City Council to designate each year at its first meeting some incorporated bank or banks or trust company located in the City of Watertown for the deposit of all moneys belonging to the City,

NOW THEREFORE BE IT RESOLVED that the following banks be and they are hereby designated as depositories of the City of Watertown, New York for the year beginning January 1, 2019 and ending December 31, 2019:

- Community Bank, N.A.
- Key Bank
- WSB Municipal Bank

And,

BE IT RESOLVED that Community Bank, N.A., Key Bank and WSB Municipal Bank each be required to either execute a bond, deliver to the City of Watertown, New York, approved collateral or to deposit at a mutually agreed upon depository approved collateral of a value up to TWENTY-FIVE MILLION DOLLARS (\$25,000,000).

Seconded by

Res No. 2

January 2, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Approving Agreement Between the New York State Unified Court System and the City of Watertown

Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor emergency repairs to the facilities.

As the landlord for the State's City Court facilities, the City of Watertown has been asked to enter into an Agreement to provide the aforementioned services. The term of the Agreement is effective April 1, 2018 for a maximum of five (5) years through March 31, 2023, unless terminated earlier or extended pursuant to its terms. The initial period of this contract is April 1, 2018 through March 31, 2019.

Once this Agreement is approved by the City Council, the City will submit the required budget documents to the NYS Unified Court System for approval and the budget will be incorporated as Appendix B of this Agreement.

A resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement Between the
New York State Unified Court System
and the City of Watertown

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is required by law to furnish and maintain adequate court facilities for use by Trial Courts of the State of New York, and

WHEREAS Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of court facilities and performance of minor repairs therein, and with the ability to cover the cost thereof, and

WHEREAS Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor emergency repairs thereof, and

WHEREAS the City of Watertown is responsible for furnishing and maintaining the City Court facility,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Agreement between the New York State Unified Court System and the City of Watertown, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute this Agreement and the budget incorporated as Appendix B on behalf of the City of Watertown.

Seconded by



**UNIFIED COURT SYSTEM
FIFTH JUDICIAL DISTRICT**
ONONDAGA COUNTY COURTHOUSE
600 S. STATE STREET
SYRACUSE, NEW YORK 13202-3099
PHONE: (315) 671-2111
FAX: (315) 671-1175

LAWRENCE K. MARKS
Chief Administrative Judge

JAMES C. TORMEY
Justice of Supreme Court
District Administrative Judge
Fifth Judicial District

MICHAEL V. COCCOMA
Deputy Chief Administrative Judge
Courts Outside New York City

MICHAEL A. KLEIN, ESQ.
District Executive

JAMES P. SHANAHAN
Principal Administrative Assistant

DATE: December 7, 2018

TO: Richard M. Finn
City Manager
City of Watertown
245 Washington St., Room 302
Watertown, NY 13601

FROM: Michael A. Klein, Esq.

RE: Five-Year Agreement (2018-2023) between the Unified Court System (UCS) and the City of Watertown for Court Cleaning and Minor Repairs - Contract No. C300420

Please be advised that we are hereby initiating the establishment of a new five-year contract between the UCS and the City of Watertown for the interior cleaning and minor repairs, and preventative building and property maintenance services for court facilities. The contract period shall be retroactive to April 1, 2018.

The proposed budget for services to be rendered pursuant to the first year (2018-19) of said contract shall be **\$33,116.0**, as detailed in Appendix B of the Agreement. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2018-2019 period shall be 100% of that amount.

The contract document enclosed consists of three parts [**please sign in blue ink**]:

- 1) **Agreement** (covering Terms of the Contract, Extension and Termination, the Scope of Services, Inspection of Court Facility/Facilities, Maintenance of Effort, Maximum Compensation, Reimbursement and Payment, Auditing of Books, Notices, and Miscellaneous Provisions); **Please sign on page 13 and have notarized on the following Acknowledgment form**
- 2) Appendix A (the Standard Clauses for All New York State Contracts); **no signature necessary**
- 3) Appendix B (the Final budget for maximum reimbursement, issued this year for the base contract year; **signed by an appropriate representative of the municipality.**

Contract Agreement for the City of Watertown SFY 2018-2019
(Contract No. C300420)

Two copies of this contract agreement packet should be signed, notarized, and returned to this office.

Our Facilities Coordinator, Chele Stirpe, is available to answer any questions you may have. You may contact her at 315-671-2124 or mstirpe@nycourts.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Klein". The signature is fluid and cursive, with the first name being the most prominent.

Michael A. Klein
District Executive

Attachments: Contract Agreement (including Acknowledgment Document)
Appendix A (Standard Clauses for New York State Contracts)
Appendix B (Budget Form for SFY 2018-2019)

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM
AND
City of Watertown**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

City of Watertown
Watertown City Hall
245 Washington St., Room 302
Watertown, NY 13601

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the

Watertown Municipal Building ("Court Facilities") as well as minor and emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

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

I. **TERM**

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2018** for a maximum of five (5) years through **March 31, 2023**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2018** and terminate on **March 31, 2019**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to

approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

D. Upon completion of the five-year contract, UCS will submit to the Office of the State Comptroller (OSC) a cumulative reconciliation identifying approved contract amounts and actual expenditures for each budget category listed in Appendix B. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

II. EXTENSION AND TERMINATION

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. SCOPE OF SERVICES

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. INSPECTION OF COURT FACILITIES

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. MAINTENANCE OF EFFORT

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. **MAXIMUM COMPENSATION**

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. **REIMBURSEMENT AND PAYMENT**

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. AUDITING OF BOOKS

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. NOTICES

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Michael A. Klein
Unified Court System
Fifth District Administrative Office
600 S. State Street, Suite 300
Syracuse, NY 13202

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. **MISCELLANEOUS PROVISIONS**

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C30020

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality
City of Watertown New York

For: NEW YORK STATE
UNIFIED COURT SYSTEM

Name: Richard M. Finn
Title: City Manager, City of Watertown

Maureen McAlary, Director
Division of Financial Management

Dated: _____

Dated: _____

March, 2015

**New York State Unified Court System
Appendix A
Standard Clauses for all Contracts**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements,

including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) IDENTIFICATION NUMBER(S).

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.
- In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**Unified Court System
Court Cleaning and Minor Repairs Proposed Budget Form**

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2018 to March 31, 2019

Name of County or City: City of Watertown

Court Spaces to be Cleaned and
Repaired Pursuant to this Budget

List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total Building Net Usable Square Feet	Court Related	
			Net Usable Sq. Ft.	Aid Eligible Percentage
Municipal Building 245 Washington Street	Owned	30,072	7,531	25%
Combined		30,072	7,531	25%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:

Name and Address of Affected Building(s)	Nature of Changes	Target Date

1 Cleaning Costs:

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1						
2						
3						
4						
5						
6						
1(a) Subtotal:						\$0

1(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request	
7	1	Municipal Bldg	\$32,048	\$13,977	\$46,025	25%	\$11,506
8							
9							
10							
11							
12							
1(b) Subtotal:						\$11,506	

1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request	
13	Cleaning Supplies	Municipal Bldg	1	\$16,500	25%	\$4,125
14						
15						
16						
17						
18						
1(c) Subtotal:						\$4,125

1(d) - Total Cleaning Costs (1a+1b+1c): **\$15,631**

2 Trash Removal and Disposal

2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19	Watertown Public Works	Municipal Bldg	1	\$6,250	25%	\$1,563
20						
21						
22						
23						
2(a) Total:						\$1,563

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
24	Watertown Public Works	Municipal Bldg	1	\$9,300	25%	\$2,325
25						
26						
27						
28						
2(b) Total:						\$2,325

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c) **\$3,888**

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29						
30						
31						
32						
33						
34						
3(a) Subtotal:						\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
35							
36							
37							
38							
39							
40							
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
41	Filters	Municipal Bldg	1	\$500	25%	\$125
42						
43						
44						
45						
46						
3(c) Subtotal:						\$125

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d) **\$125**

4 GRAND TOTAL - ALL "CLEANING COSTS": Grand Total Boxes 1d + 2c + 3d: 4 **\$19,644**

- 5 Proposed "Tenant" Work Use the following codes: a - Flooring and Carpeting
 b - Painting
 c - Interior Ceilings
 d - Bathrooms
 e - Fixtures
 f - Minor Renovation
 g - Other (Identify)

Work to be Performed:

	Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
57									
								Total (5):	\$0

6 TOTAL - 100% REIMBURSIBLE EXPENSES:
 (Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$19,644**

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

a - Pest Control

e - Security & Alarm Systems

b - Elevators

f - Property Maintenance

c - HVAC

g - Other (Identify)

d - Telephone Wiring

	Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
58	b	Elevatitt	Elevator Maint	Municipal Bldg	\$5,500	25%	\$1,375
59	c	Siemens	Boiler Maint	Municipal Bldg	\$7,000	25%	\$1,750
60	c	Hyde Stone	Mech/HVAC Maint	Municipal Bldg	\$20,000	25%	\$5,000
61	F	Avaya	Telephone Maint	Municipal Bldg	\$15,000	25%	\$3,750
62	e	STAT Commun.	Alarm/Security System	Municipal Bldg	\$7,500	25%	\$1,875
63	f	Kraft Power	Genrator Maint	Municipal Bldg	\$1,200	25%	\$300
64	f	Watert Public Works	Snow/Debris Removal	Municipal Bldg	\$8,200	25%	\$2,050
65							
66							
67							
68							
7(a) Subtotal:							\$16,100

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
69	1	Municipal Bldg	\$50,130	\$14,708	\$64,838	25%	\$16,210
70	1	Municipal Bldg	\$33,486	\$24,790	\$58,276	25%	\$14,569
71							
72							
73							
74							
75							
76							
7(b) Subtotal:							\$30,779

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
77	Repair parts, small tools,	Municipal Bldg	1	\$2,800	25%	\$700
78	lawnhose, trimmer,					
79	snowblower, mower, misc.					
80						
81						
7(c) Subtotal:						\$700

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): **\$47,579**

8 Total - Building and Property Maintenance Costs: 8 **\$47,579**

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) 9 **\$11,895**

10 Total Proposed Direct Costs (Item 6 + Item 9): 10 **\$31,538**

11 Overhead Costs (Item 10 x .05): 11 **\$1,577**

12 Total Proposed Contract Amount (Item 10 + Item 11): 12 **\$33,115**

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:	Richard M.Finn
Title:	City Manager
Signature:	
Date:	

County or City:	City of Watertown
Address:	245 Washington St.-Suite 302
Phone:	315-785-7730

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

13	Painting, minor work to kitchenette area, convert back room for court employee locker room
62	Upgrading existiing and adding to alarm/security system

Res No. 3

December 19, 2018

To: Richard M. Finn, City Manager
From: David S. Wurzburg, Information Technology Manager
Subject: NYS Homeland Security and Emergency Services FY 2017 Cyber Security Grant

The City has been notified by the Department of Homeland Security that the City's Cyber Security Grant for Fiscal Year 2018-19 has been approved. The funding allocation is \$50,000 for the purchase of a new e-mail system and Office Suite. This grant will cover roughly 95% of the costs of the first year of the new systems. The transition to these new systems will significantly improve the City's IT security and reliability, as well as ensuring that these two major software products are kept up to date with protection against the latest security threats.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to be "R. Finn", written over the text "City Manager recommends approval".

RESOLUTION

Page 1 of 1

Authorizing the City Manager to Enter Into and Execute the Contract with the New York State Division of Homeland Security and Emergency Services for a Cyber Security Equipment Grant

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown was awarded \$50,000 in funding from the New York State Division of Homeland Security and Emergency Services (NYS DHSES) for cyber security enhancement equipment, and

WHEREAS the grant will assist with significantly improving the City's Information Technology security and reliability, as well as ensuring that certain software products are kept up to date with protection against the latest security threats,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the City Manager to accept the grant award in the amount of \$50,000 from the New York State Division of Homeland Security and Emergency Services, and

BE IT FURTHER RESOLVED the City Manager is authorized to enter into and execute the NYS DHSES Award Contract, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is authorized to act on behalf of the City Council in all further matters related to the financial assistance for this project.

Seconded by

<p>STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p>NYS COMPTROLLER'S NUMBER: T190380 (Contract Number) ORIGINATING AGENCY CODE: 01077</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Watertown, City of 224 S. Massey Street Watertown, NY 13601</p>	<p>TYPE OF PROGRAMS: WM2017 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM17190380</p>
<p>FEDERAL TAX IDENTIFICATION NO: 15-6000419 MUNICIPALITY NO: (if applicable) 220259000-000 SFS VENDER NO: 1000002584 DUN & BRADSTREET NO: 071600076</p>	<p>INITIAL CONTRACT PERIOD: FROM 12/01/2018 TO 08/31/2020 FUNDING AMOUNT FOR INITIAL PERIOD: \$50,000.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable)</p>
<p>CHARITIES REGISTRATION NUMBER: n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: _____, Date: _____ State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Richard Finn, City of Watertown, Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____</p>

12/11/2018

Award Contract

Award Contract

SHSP

Project No.

Grantee Name

CY17-1057-E00

Watertown, City of

12/11/2018

12/11/2018

Award Contract

Award Contract

SHSP

Project No.

Grantee Name

CY17-1057-E00

Watertown, City of

12/11/2018

Award Contract

SHSP

Project No.

CY17-1057-E00

Grantee Name

Watertown, City of

12/11/2018

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1¹

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in

the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior 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 the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

M. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

N. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of DHSES and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

R. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

S. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.²

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the

Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. **Non-Responsibility:** In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. **Convenience:** The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. **Lack of Funds:** If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. **Force Majeure:** The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a. **Service of notice:** Written notice of termination shall be sent by:

i. personal messenger service; or

ii. certified mail, return receipt requested and first class mail.

b. **Effective date of termination:** The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a. Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the

advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:³ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:⁴ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:⁵ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:⁶ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld

funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall

comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, when a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales

records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G) (2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual 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. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

- a. The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c. The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d. The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

- a. to require updates or clarifications to the Questionnaire upon written request;
- b. to inquire about information included in or required information omitted from the Questionnaire;
- c. to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e. to require the Contractor 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. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

- a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:⁸ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and

mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) 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 Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES 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'). Contractor'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.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor 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, Contractor must document 'good faith efforts' to provide meaningful participation 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 Contractor acknowledges that if Contractor 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 Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor 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. Contractor shall comply with the following provisions of Article 15-A:

- i. Contractor 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.
- ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.
- iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.
- iv. The Contractor's EEO policy statement shall include the following, or similar, language:
 - a) The Contractor 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 Contractor 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 Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective 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 Contractor's obligations herein.
 - d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, 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. Staffing Plan

To ensure compliance with this Section, the Contractor 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. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

- i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
 - ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
 - iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual 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.

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
- b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor 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.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

- 1) All sums identified for payment to MWBEs had the Contractor 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 DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor 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 shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

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 AGENCY 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.

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.

(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) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual 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.

(e) This organization will include the provisions of sections (a) through (d) 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.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, 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 financial capacity.

a. The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement.

Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

ii. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

iv. DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make

required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with

all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6> .

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the

Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding

agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities

VER 07/15

Certified by - on

Award Contract

SHSP

Project No.

Grantee Name

CY17-1057-E00

Watertown, City of

12/11/2018

Budget Summary by Participant

Watertown, City of - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Cyber Security Enhancement Equipment (Encryption Software Applications)	05EN-00-ECRP	1	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00
Total					\$50,000.00	\$50,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$50,000.00	\$50,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$50,000.00	\$50,000.00	\$0.00

Award Contract**SHSP****Project No.**

CY17-1057-E00

Grantee Name

Watertown, City of

12/11/2018

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

12/11/2018
Rev. 07/2015

Award Contract

Certified by - on

Award Contract**SHSP****Project No.**

CY17-1057-E00

Grantee Name

Watertown, City of

12/11/2018

Work Plan**Goal**

To support cyber security preparedness capabilities within New York State's local governments.

Objective #1

G & T Workplan Code - 03. Establish/enhance cyber security program.

Investment Justification - Cyber Security

NYS Critical Capability

Primary - Cyber Security

To enhance cyber security preparedness capabilities.

Task #1 for Objective #1

Purchase allowable cyber security equipment. Train appropriate personnel in the proper use of the equipment and place the equipment in service.

Performance Measure

1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced cyber security capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Award Contract**SHSP****Project No.****Grantee Name**

CY17-1057-E00

Watertown, City of

12/11/2018

Special Conditions**I. ALL GRANT FUNDS:**

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at <http://www.fema.gov/grants>
2. All expenditures under this grant must support the Goals and Objectives outlined in the 2017 2020 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at <http://www.dhSES.ny.gov/planning/#strat>.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) ([https://www.fema.gov/authorized equipment list](https://www.fema.gov/authorized%20equipment%20list)).
2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data

required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhSES.ny.gov/grants/eph.cfm>.

G. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

1. Participation in and successful completion of the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform

the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient ; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

December 22, 2018

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning and Community Development Director
Subject: 424 Van Duzee Street Site – Environmental Investigation

At the September 17, 2018 City Council meeting, City Council directed Staff to work with GYMO, Architecture, Engineering, & Land Surveying, D.P.C. (GYMO) to finalize the details of a proposal to complete additional environmental studies on the City owned parcel of land located at 424 Van Duzee Street. Staff has been working with GYMO to finalize the attached proposal that includes updating the existing Phase 1 Environmental Site Assessment and the completion of a Phase 2 Soil and Underground Storage Tank Investigation. The additional environmental investigation was prompted in part by the proposal from the Jefferson County SPCA to acquire a portion of the site for the construction of a new facility for the organization.

As you will see in the attached proposal, GYMO is proposing to update the previously completed Phase 1 Environmental Site Assessment per ASTM E1527-13 “Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process.”

GYMO is also proposing an asbestos survey that will consist of the visual identification and sampling of suspect asbestos containing materials at the property. Although much of the fire and demolition debris was removed from the site, there is a possibility that the soil around the perimeter of the remaining concrete slabs could be contaminated with asbestos-containing materials. This work will analyze several soil samples to determine if asbestos-containing materials are present.

A Petroleum Contaminated Soil Investigation is also proposed for the site that will include soil sampling around the perimeter of the remaining concrete slabs. Soils will be sampled using a Geoprobe to approximately 10’ below the surface or to refusal (bedrock). In addition to screening for petroleum, the samples will be analyzed for polychlorinated biphenyls (PCBs) and pesticides.

Soils underneath the existing concrete slabs will also be sampled using a Geoprobe with a concrete coring attachment. Samples will also be taken to a depth of 10’ below the surface or to bedrock. The soils under the slabs will be analyzed for petroleum, PCBs and pesticides.

Finally, GYMO is proposing to conduct a ground penetrating radar investigation in two areas where historical Sanborn Fire Insurance Maps show that two gas tanks were once located on the site.

When discussed with the Council in September, the cost proposed was \$13,210. The total cost for completing the work in GYMO's proposal is \$18,765. While the cost has increased, it should be noted that Staff requested that additional testing be completed so that the City would have a better understanding of potential environmental challenges at the site. The additional work added to the scope includes the soil samples and testing underneath the concrete slabs, as well as additional analysis of the soil samples to include PCBs and pesticides. Funding will be out of the contingency account.

A resolution has been prepared for City Council consideration that authorizes the City Manager to enter into an agreement with GYMO, Architecture, Engineering, & Land Surveying, D.P.C. to update the existing Phase 1 Environmental Site Assessment and the completion of a Phase 2 Soil and Underground Storage Tank Investigation for the City-owned parcel of land located at 424 Van Duzee Street.

ACTION: City Manager recommends proceeding with the proposed environmental investigation of the City owned property located at 424 Van Duzee Street by contracting with GYMO, Architecture, Engineering, & Land Surveying, D.P.C.

A handwritten signature in black ink, appearing to be 'R. H. Smith', is written over the end of the ACTION line.

RESOLUTION

Page 1 of 1

Authorizing the City Manager to Enter Into an Agreement for Professional Services with GYMO Architecture, Engineering, & Land Surveying, D.P.C. for Environmental Investigations at 424 Van Duzee Street, Parcel Number 1-18-102.000

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns a certain parcel of land known as 424 Van Duzee Street, Parcel Number 1-18-102.000, and

WHEREAS said parcel of land was a formal industrial site that was the home of various uses over time, and

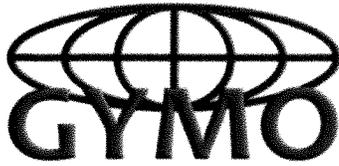
WHEREAS the City Council desires to investigate the site for potential environmental contamination such as asbestos, petroleum, polychlorinated biphenyls (PCBs) and pesticides to determine what, if any, environmental remediation may be needed at the site, and

WHEREAS the City Council has before it a proposal from GYMO, Architecture, Engineering, & Land Surveying, D.P.C., to update the existing Phase 1 Environmental Site Assessment and for the completion of a Phase 2 Soil and Underground Storage Tank Investigation,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the completion of an update to the existing Phase 1 Environmental Site Assessment and the completion of a Phase 2 Soil and Underground Storage Tank Investigation by GYMO, Architecture, Engineering, & Land Surveying, D.P.C., in an amount of \$18,765, as detailed in the proposal dated December 21, 2018, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the proposal on behalf of the City Council.

Seconded by



ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING

December 21, 2018

Mr. Michael Lumbis
Planning & Community Development Director
City of Watertown
245 Washington Street
Watertown, NY 13601

Edward G. Olley, Jr., AIA
Patrick J. Scordo, PE
Ryan G. Churchill, PE
Scott W. Soules, AIA
Brandy W. Lucas, MBA
Hayward B. Arthur III, MPS, IE
Howard P. Lyndaker III, PLS

Gregory F. Ashley, PLS

In Consultation
Leo F. Gozalkowski, PLS
Stephen W. Yaussi, AIA

Re: Phase I Environmental Site Assessment - Update,
Asbestos Survey, and Phase II Soil and UST Investigation
424 Vanduzee Street
Watertown, NY 13601

File: 2018-Proposal

Mr. Lumbis,

Thank you for the opportunity to provide professional environmental services for the above referenced property in Watertown, NY. This proposal is for the execution of a Phase I Environmental Site Assessment, an Asbestos Survey, Petroleum Contaminated soil sampling, and a Ground Penetrating Radar (GPR) investigation at two suspected underground storage tank locations, on one parcel (parcel # 1-18-102.00).

Phase I Environmental Site Assessment - Update:

The Phase I Environmental Site Assessment update will be conducted per ASTM E1527-13 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process".

Costs for this proposal are as follows:

Database Reviews, Site Reconnaissance, Interviews and Report..... \$1,550

Asbestos Survey:

The asbestos survey will consist of the visual identification and sampling of suspect asbestos containing materials at the property. Suspect materials will be sampled and will be analyzed by a certified laboratory for asbestos content. Bulk and soil samples will be collected for analysis.

The quantities stated below are estimates based assumptions of the construction. Due to the actual conditions, the labor hours and samples required to complete the requested work may be more or less than the estimated quantities. Rush Labs will be estimated as NOB materials at \$75.00/sample and Friable materials at \$25.00/sample; the turn-around-time will be 24 hours for results. The project will be invoiced based on the hours worked and samples taken at the unit costs stated above.

The location of all samples will be recorded on a field drawing to identify the exact locations of samples collected. Photographs corresponding to each sample location will be indexed to the site plan. Destructive sampling is anticipated and will not affect the integrity of any structure or its components.

It is the responsibility of the client to obtain authorized access to the site prior to any field work.

The recommended ASTM sampling protocols will be followed; and any deviations in the number of samples collected for a particular location will be qualified and appropriate documentation provided to support the deviation.

Once the site survey has been completed, GYMO DPC will deliver a final report detailing the following:

- Location and quantity of asbestos containing materials in the subject property.
- Analytical results of all samples collected during the survey.
- Photos to assist in clarifying materials, locations, and conditions.

Costs for this proposal are as follows:

Asbestos Building Inspector., Management & Logistics (Labor)	\$1,020
Report Preparation	\$1,000

Lab Fees:

NOB Materials (8 samples @\$65/sample).....	\$ 520
Friable Materials (3 samples @\$15/sample)	\$ 45
Soil Samples (30 samples @\$35/sample).....	\$1,050
Freight	<u>\$ 50</u>

\$ 3,685

Petroleum Contaminated Soil Investigation:

Based on the preliminary Phase I Investigation, anecdotal evidence was uncovered that the entity who was maintaining the vacant property over the years was applying used motor oil on the site to control weed growth; this likely occurred along the perimeter of the buildings. Soils will be sampled using a Geoprobe to approximately ten (10) feet below the surface, or to refusal (bedrock), approximately every 150 feet along the remaining concrete slabs. Visual observations of the samples will be recorded (staining, etc.). The samples will also be screened with a Photo Ionization Detector (PID). If PID readings are below 10 ppm, no sample will be collected. If above 10 ppm, the sample will be collected and placed in a cooler with blue ice. For budgetary purposes, we estimate that up to five (5) samples may be sent for analysis. The actual number analyzed will be invoiced. Due to the likely weathering that has occurred over time, samples for petroleum analysis will only be analyzed for CP-51 8270 (SVOC). And, based on historic uses of the site, samples will also be analyzed for PCBs and Pesticides.

Once the site survey has been completed, GYMO DPC will deliver a final report detailing the following:

- Location of sample collection points
- Analytical results of all samples analyzed.
- Photos to assist in clarifying materials, locations, and conditions.

Costs for this proposal are as follows:

Labor & Management.....	\$ 940
Reporting.....	\$ 680
Geoprobe Drilling and Sampling	\$2,100
SVOC Soil Samples (5 samples @\$124/sample).....	\$ 620
PCB and Pesticide Soil Samples (5 samples @\$195/sample).....	\$ 975
Freight	<u>\$ 50</u>
	\$5,315

Under Slab Soil Investigation:

Historical data detail the facility has been used in an Industrial setting since the late 1800's, including as a manufacturing site for steam engines. Due to the nature of the industrial work at the site, there is concern that the soils beneath the concrete slabs could contain solvent and/or petroleum contamination. Soils will be sampled using a Geoprobe with a concrete coring attachment to approximately ten (10) feet below the surface, or to refusal (bedrock). It is estimated that up to 15 cores will be advanced along the concrete slabs. Visual observations of the samples will be recorded (staining, etc.). The samples will also be screened with a Photo Ionization Detector (PID). If PID readings are below 10 ppm, no sample will be collected. If above 10 ppm, the sample will be collected and placed in a cooler with blue ice. For budgetary purposes, we estimate that up to five (5) samples may be sent for analysis. The actual number analyzed will be invoiced. Due to the likely weathering that has occurred over time, samples for petroleum analysis will only be analyzed for CP-51 8270 (SVOC). And, based on historic uses of the site, samples will also be analyzed for PCBs and Pesticides.

Once the site survey has been completed, GYMO DPC will deliver a final report detailing the following:

- Location of sample collection points
- Analytical results of all samples analyzed.
- Photos to assist in clarifying materials, locations, and conditions.

Costs for this proposal are as follows:

Labor & Management.....	\$ 940
Reporting.....	\$ 680
Geoprobe Drilling and Sampling	\$2,100
SVOC Soil Samples (5 samples @\$124/sample).....	\$ 620
PCB and Pesticide Soil Samples (5 samples @\$195/sample).....	\$ 975
Freight	<u>\$ 50</u>
	\$5,315

Ground Penetrating Radar (GPR) Investigation:

Based on a review of historical Sanborn Fire Insurance Maps, we propose conducting a GPR survey to determine if two gas tanks identified on the maps are still in place.

Once the site survey has been completed, GYMO DPC will deliver a final report detailing the following:

- A map of the survey area
- The GPR Results and associated maps
- Photos to assist in clarifying materials, locations, and conditions.

Costs for this proposal are as follows:

Labor & Management.....	\$ 550
Reporting.....	\$ 510
GPR Subcontractor	<u>\$1,840</u>
	\$2,900

Grand Total \$18,765

If this is acceptable, please provide us notice to proceed by signing and dating below. We are prepared to commence work on this effort upon notice.

Michael Lumbis

Date

If you have any questions, please do not hesitate to contact me. We look forward to working with you.

Sincerely,
GYMO Architecture, Engineering & Land Surveying, D.P.C.

**Ronald
Peterson**

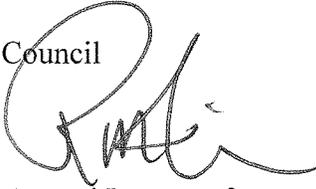
Digitally signed by Ronald
Peterson
DN: cn=Ronald Peterson,
o=GYMO Project Manager,
ou=Environmental,
email=rpeterson@gymopdc.c
om, c=US
Date: 2018.12.21 15:51:03
-05'00'

Ronald W. Peterson
Environmental Project Manager

[HTTPS://GYMODPC.SHAREPOINT.COM/SITES/2018-232V-VANDUZEESTPHASEIII/SHARED DOCUMENTS/PROPOSAL_CONTRACT/VANDUZEE_PROPOSAL_122118.DOCX](https://GYMODPC.SHAREPOINT.COM/SITES/2018-232V-VANDUZEESTPHASEIII/SHARED%20DOCUMENTS/PROPOSAL_CONTRACT/VANDUZEE_PROPOSAL_122118.DOCX)

Res No. 5

December 24, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Approving Salary Structure and Annual Increase for
Watertown Housing Authority Employees

In conformity with the requirements of the New York State Housing Law and the United States Housing Act, the City Council of the City of Watertown is being asked to approve salary increases for the employees of the Watertown Housing Authority (WHA). By correspondence dated December 20, 2018, the City was notified that the Watertown Housing Authority Board adopted a resolution establishing the cost of living increase for all employees at two percent (2%) for calendar year 2019.

A resolution approving the recommended two percent (2%) cost of living increase for all employees of the Watertown Housing Authority is attached for City Council consideration. A copy of the 2019 salary structure for the WHA is attached for your review. Mr. Robare will be present at Monday's City Council meeting should the Council have any further questions regarding the WHA's recommendations.

RESOLUTION

Page 1 of 1

Approving Salary Structure and Annual Pay Increase for Watertown Housing Authority Employees

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Council Member
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS in conformity with the requirements of the New York State Public Housing Law § Section 32, Sub Division 1, compensation for Watertown Housing Authority employees can be fixed only upon the approval of the local legislative body, which is the City Council of the City of Watertown, and

WHEREAS the Watertown Housing Authority has reported that it is the desire of the Watertown Housing Authority Board to authorize a two percent (2%) cost of living increase for all employees effective January 1, 2019, and

WHEREAS by resolution adopted on December 20, 2018, the Watertown Housing Authority Board approved a two percent (2%) cost of living increase for all employees, effective January 1, 2019, by modification to its existing salary structure,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the 2019 salary structure for all employees of the Watertown Housing Authority which contains a two percent (2%) cost of living increase, effective January 1, 2019, with salary structures attached and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager is hereby authorized and directed to forward a certified copy of the resolution to the Watertown Housing Authority.

Seconded by

Watertown Housing AUTHORITY



December 20, 2018



East Hills

Maywood
Terrace

Skyline
Apartments

Hilltop
Towers

Midtown
Towers

LeRay St.
Apartments

Meadowbrook
Apartments

Mr. Richard Finn
City Manager
Watertown Municipal Building
245 Washington Street
Watertown, New York 13601

Re: Annual Salary Comparability Approval by City Council

Dear Mr. Finn:

In conformity with the requirements of the New York State Public Housing Law Section 32, Sub Division 1, compensation for the Watertown Housing Authority (WHA) employees can be fixed only upon approval of the local legislative body, which is the City Council of the City of Watertown. Recently at its regular meeting that was held at Midtown Towers, 142 Mechanic Street, Watertown, New York on Thursday, December 20, 2018, the WHA Board of Commissioners approved a 2% cost of living adjustment effective January 1, 2019.

The WHA Board is requesting a resolution by the City Council of Watertown approving the 2% cost of living adjustment for all positions. These changes will be effective January 1, 2019. A copy of the WHA's Board resolution and salary structure are enclosed for your review.

If you have any questions, you can contact me at the address or number below.

Sincerely,

Michael Robare
Executive Director



Providing Decent, Safe and Affordable Housing

142 Mechanic St. • Watertown, NY 13601 • 315-782-1251
FAX: 315-782-9394 • www.WHANY.org

Watertown Housing Authority

Administrative Office
142 Mechanic Street
Watertown, NY 13601

Resolution #2018-43

The following Resolution was moved by Rev. Jeffrey E. Smith, seconded by Gerard Pacific and unanimously carried:

BE IT RESOLVED that the Board of Commissioners of the Watertown Housing Authority hereby approve the following salary changes for the WHA that will become effective January 1, 2019:

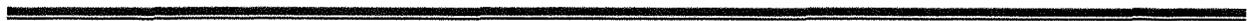
- A 2.00 % Cost of Living increase for all positions.

I hereby certify that the foregoing is a true copy and the whole of said Resolution adopted by the Watertown Housing Authority on December 20, 2018, and that said meeting was regularly called and duly constituted.

Witness my hand and seal of the Watertown Housing Authority this 20th day of December 2018.




Michael Robare, Executive Director



Step System (Administration) that will become effective January 1, 2019

Watertown Housing Authority

Each year the steps will be adjusted accordingly with the cost of living adjustment (COLA) approved by the WHA Board, then by the City Council.

2019 COLA = 2.00%

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
MANAGEMENT EMPLOYEES								
Human Resources Manager								
Human Resources Manager (Salary)	\$50,677	\$52,451	\$54,287	\$56,187	\$58,154	\$60,189	\$62,295	\$64,476
Human Resources Manager (Hourly)	\$27.84	\$28.82	\$29.83	\$30.87	\$31.95	\$33.07	\$34.23	\$35.43
Modernization Manager								
Mod Manager (Salary)	\$53,674	\$55,553	\$57,497	\$59,510	\$61,592	\$63,748	\$65,979	\$68,289
Mod. Manager (Hourly)	\$29.49	\$30.52	\$31.59	\$32.70	\$33.84	\$35.03	\$36.25	\$37.52
Maintenance Supervisor								
Maint. Supervisor (Salary)	\$52,661	\$54,504	\$56,412	\$58,386	\$60,430	\$62,545	\$64,734	\$66,999
Maint. Supervisor (Hourly)	\$28.93	\$29.95	\$31.00	\$32.08	\$33.20	\$34.37	\$35.57	\$36.81
Occupancy Supervisor								
Occ. Supervisor (Salary)	\$51,628	\$53,435	\$55,305	\$57,241	\$59,244	\$61,318	\$63,466	\$65,687
Occ. Supervisor (Hourly)	\$28.37	\$29.36	\$30.39	\$31.45	\$32.55	\$33.69	\$34.87	\$36.09
Accounting Supervisor								
Accounting Supervisor (Salary)	\$56,739	\$58,725	\$60,780	\$62,908	\$65,109	\$67,388	\$69,746	\$72,188
Accounting Supervisor (Hourly)	\$31.18	\$32.27	\$33.40	\$34.56	\$35.77	\$37.03	\$38.32	\$39.66
NON - MANAGEMENT EMPLOYEES								
Public Housing Specialist								
Public Housing Specialist (Salary)	\$28,863	\$29,873	\$30,918	\$32,001	\$33,121	\$34,280	\$35,480	\$36,721
Public Housing Specialist (Hourly)	\$15.86	\$16.41	\$16.99	\$17.58	\$18.20	\$18.84	\$19.49	\$20.18
Senior Public Housing Specialist								
Sr. Public Housing Specialist (Salary)	\$31,928	\$33,046	\$34,203	\$35,400	\$36,639	\$37,921	\$39,248	\$40,622
Sr Public Housing Specialist (Hourly)	\$17.54	\$18.16	\$18.79	\$19.45	\$20.13	\$20.84	\$21.56	\$22.32
Account Clerk								
Acct. Clerk (Salary)	\$30,632	\$31,704	\$32,813	\$33,962	\$35,150	\$36,381	\$37,654	\$38,972
Acct. Clerk (Hourly)	\$16.83	\$17.42	\$18.03	\$18.66	\$19.31	\$19.99	\$20.69	\$21.41
Senior Account Clerk								
Senior Account Clerk (Salary)	\$35,498	\$36,741	\$38,026	\$39,357	\$40,735	\$42,161	\$43,636	\$45,163
Senior Account Clerk (Hourly)	\$19.50	\$20.19	\$20.89	\$21.62	\$22.38	\$23.17	\$23.98	\$24.82
Tenant Relations Coord.								
Ten. Rel. Coord. (Salary)	\$32,518	\$33,656	\$34,835	\$36,054	\$37,316	\$38,622	\$39,974	\$41,373
Ten. Rel. Coord. (Hourly)	\$17.87	\$18.49	\$19.14	\$19.81	\$20.50	\$21.22	\$21.96	\$22.73
Administrative Assistant								
Administrative Assistant (Salary)	\$33,180	\$34,341	\$35,543	\$36,787	\$38,075	\$39,407	\$40,787	\$42,214
Administrative Assistant (Hourly)	\$18.23	\$18.87	\$19.53	\$20.21	\$20.92	\$21.65	\$22.41	\$23.19
Information Tech. Specialist								
Info. Tech. Specialist (Salary)	\$41,039	\$42,475	\$43,962	\$45,501	\$47,094	\$48,742	\$50,448	\$52,213
Info. Tech. Specialist (Hourly)	\$22.55	\$23.34	\$24.15	\$25.00	\$25.88	\$26.78	\$27.72	\$28.69

Step System (Maintenance) that will become effective January 1, 2019

Watertown Housing Authority

2019 COLA = 2.00%

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Maintenance Workers										
Maintenance Workers (Salary)	\$27,621	\$28,588	\$29,589	\$30,624	\$31,696	\$32,806	\$33,954	\$35,142	\$36,372	\$37,645
Maintenance Workers (Hourly)	\$13.28	\$13.74	\$14.23	\$14.72	\$15.24	\$15.77	\$16.32	\$16.90	\$17.49	\$18.10
Facility Maintenance Workers										
Facility Maintenance Worker (Salary)	\$30,361	\$31,423.42	\$32,523	\$33,657.55	\$34,837	\$36,056	\$37,319.80	\$38,627	\$39,979	\$41,377
Facility Maintenance Worker (Hourly)	\$14.60	\$15.11	\$15.64	\$16.18	\$16.75	\$17.33	\$17.94	\$18.57	\$19.22	\$19.89
Maintenance Mechanic										
Maintenance Mechanic (Salary)	\$36,057	\$37,319	\$38,625	\$39,977	\$41,376	\$42,824	\$44,323	\$45,875	\$47,480	\$49,142
Maintenance Mechanic (Hourly)	\$17.34	\$17.94	\$18.57	\$19.22	\$19.89	\$20.59	\$21.31	\$22.06	\$22.83	\$23.63
Crew Chief										
Crew Chief (Salary)	\$38,815	\$40,174	\$41,580	\$43,035	\$44,541	\$46,100	\$47,714	\$49,384	\$51,112	\$52,901
Crew Chief (Hourly)	\$18.66	\$19.31	\$19.99	\$20.69	\$21.41	\$22.16	\$22.94	\$23.74	\$24.57	\$25.43
Stock Attendant										
Stock Attendant (Salary)	32,325	33,457	34,628	35,840	37,094	38,395	39,739	41,131	42,571	44,061
Stock Attendant (Hourly)	\$15.54	\$16.08	\$16.65	\$17.23	\$17.83	\$18.46	\$19.11	\$19.77	\$20.47	\$21.18

Res No. 6

December 19, 2018

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Finding That Changing the Approved Zoning Classification of 114 Dorsey Street, Parcel Number 9-12-116.000 Will Not Have a Significant Impact on the Environment

At its December 4, 2018 meeting, the City Planning Board adopted a motion recommending that the City Council change the approved zoning classification of 114 Dorsey Street, Parcel Number 9-12-116.000, from Residence B to Commercial District. The Council has scheduled a public hearing on the request for Monday, January 7, 2018, at 7:30 p.m.

The City Council must complete Part 2, and Part 3 if necessary, of the Short Environmental Assessment Form and adopt the attached resolution before it may vote on the Zone Change Ordinance. The resolution states that the proposed zone change will not have a significant impact on the environment.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to read "R. Finn", is written over the text "City Manager recommends approval." The signature is fluid and cursive.

RESOLUTION

Page 1 of 2

Finding That Changing the Approved Zoning Classification of 114 Dorsey Street, Parcel Number 9-12-116.000, From Residence B to Commercial Will Not Have a Significant Impact on the Environment

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown, New York, has before it an Ordinance for the zone change application of Rejean Roux to change the approved zoning classification of 114 Dorsey Street, Parcel Number 9-12-116.000, from Residence B to Commercial, and

WHEREAS the City Council must evaluate all proposed actions submitted for its consideration in light of the State Environmental Review Act (SEQRA), and the regulations promulgated pursuant thereto, and

WHEREAS the adoption of the proposed ordinance would constitute such an “Action,” and

WHEREAS the City Council has determined that the proposed ordinance is an “Unlisted Action” as that term is defined by 6NYCRR Section 617.2 (ak), and

WHEREAS there are no other involved agencies for SEQRA review as that term is defined in 6NYCRR Section 617.2 (s), and

WHEREAS to aid the City Council in its determination as to whether the proposed zone change will have a significant impact on the environment, Part I of a Short Environmental Assessment Form has been prepared by the applicant, a copy of which is attached and made part of this Resolution,

RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of 114 Dorsey Street, Parcel Number 9-12-116.000, From Residence B to Commercial Will Not Have a Significant Impact on the Environment

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Mayor BUTLER, Jr., Joseph M.

Total

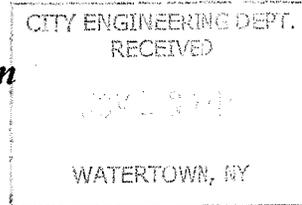
YEA	NAY

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that:

1. Based upon its examination of the Short Environmental Assessment Form and comparing the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known and the adoption of the zone change will not have a significant impact on the environment.
2. The Mayor of the City of Watertown is authorized to execute the Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.
3. This Resolution shall take effect immediately.

Seconded by

**Short Environmental Assessment Form
Part 1 - Project Information**



Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			CITY ENGINEERING DEPT. RECEIVED 03/01/04 WATERTOWN, NY	
Name of Action or Project: <i>ROUX ZONE CHANGE</i>				
Project Location (describe, and attach a location map): <i>114 DORSEY STREET</i>				
Brief Description of Proposed Action: <i>OWNER WISHES TO HAVE P.N. 912116 (114 DORSEY ST.) REZONED FROM RESIDENCE B DISTRICT TO A COMMERCIAL DISTRICT. SEE ATTACHED TAX MAP AND SURVEY PLAT.</i>				
Name of Applicant or Sponsor: <i>REJEAN ROUX</i>			Telephone: <i>315-783-0818</i>	
			E-Mail: <i>-</i>	
Address: <i>18183 HICKORY LANE</i>				
City/PO: <i>WATERTOWN</i>		State: <i>N.Y.</i>	Zip Code: <i>13601</i>	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO	YES
			<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO	YES
			<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		<i>0.387</i> acres		
b. Total acreage to be physically disturbed?		<i>0.387</i> acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<i>1.35</i> acres		
4. Check all land uses that occur on, adjoining and near the proposed action.				
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland				

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action? <i>School Building</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: <i>EXISTING</i>	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: <i>EXISTING</i>	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>PATSY A. STORINO P.L.S.</u> Date: <u>Nov 9, 2018</u> Signature: <u>[Handwritten Signature]</u>		

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

***Short Environmental Assessment Form
Part 3 Determination of Significance***

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Public Hearing 7:30 p.m.

December 21, 2018

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning & Community Development Director
Subject: Approving the Special Use Permit Request Submitted by Michael Ablan of Genuine Homes, LLC to Allow a Nine-Unit Multifamily Dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000

Michael Ablan of Genuine Homes, LLC has submitted the above Special Use Permit request to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000. The City Council has scheduled a public hearing on the request for 7:30 p.m. on Monday, January 7, 2019.

The Planning Board reviewed the request at its December 4, 2018 meeting and adopted a motion recommending that City Council approve the request with the condition listed in the Resolution.

Attached is a copy of the Special Use Permit application, the report on the request prepared for the Planning Board and a copy of the Planning Board meeting minutes.

At the request of the City Council, Code Enforcement Staff researched the applicant's ownership record of Code compliance and found no history of violations or any other Code-related issues.

After the Public Hearing, the City Council must respond to the questions in Part II, and Part III if necessary, of the Short Environmental Assessment Form before it may vote on the Resolution. The Resolution finds that the nine-unit multifamily dwelling will not have a significant effect on the environment and approves the Special Use Permit with the condition listed in the Resolution.

Action: City Manager recommends approval.

A handwritten signature in black ink, appearing to read 'RM Finn', is written over the end of the 'Action' line.

RESOLUTION

Page 1 of 1

Approving the Special Use Permit Request Submitted by Michael Ablan of Genuine Homes, LLC to Allow a Nine-Unit Multifamily Dwelling at 518 Pine Street, Parcel Number 10-10-120.000

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa L.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Introduced by

Council Member Cody J. Horbacz

WHEREAS Michael Ablan of Genuine Homes, LLC has made an application for a Special Use Permit to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on December 4, 2018, and voted to recommend that the City Council of the City of Watertown approve the Special Use Permit with the following condition:

1. The applicant must obtain a building permit and any other permits required by the City Code Enforcement Bureau prior to construction.

and

WHEREAS a public hearing was held on the proposed Special Use Permit on January 7, 2019, after due public notice, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow a nine-unit multifamily dwelling at 518 Pine Street is an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that a Special Use Permit is hereby granted to Michael Ablan of Genuine Homes, LLC, to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000, contingent upon the applicant meeting the condition listed above.

Seconded by Council Member Mark C. Walczyk



CITY OF WATERTOWN, NEW YORK

245 Washington Street, Watertown, NY 13601
Office: (315) 785-7740 - Fax: (315) 785-7829

Special Use Permit Application

APPLICANT INFORMATION

Name: *Genuine Homes LLC (Michael Ablen + James Adams)*

Mailing Address: *69 W Babcock St
Governor NY 13642*

Phone Number: *315 236 3256*

Email: *ablenm@gmail.com*

PROPERTY INFORMATION

Property Address: *518 Pine St, Watertown NY 13601*

Tax Parcel Number(s): *10-10-120.000*

Property Owner (if not applicant): *May E Allen*

If applicant is not owner or owner's representative, indicate interest in the property:

Signed Purchase Agreement (attach) Signed Lease (attach) None yet

Zoning District: *Residential C*

Land Use:

Required Attachments:

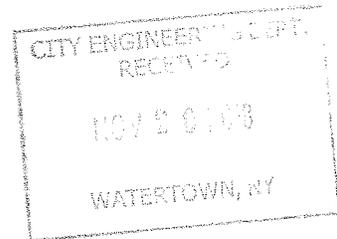
- 8.5x11 parcel map with property outlined with heavy black ink
- Sketch of the site drawn to an engineering scale (e.g. 1"=20')
- Completed Part I of the Environmental Assessment Form (SEQR)

REQUEST DETAILS

Proposed Use:

Explain proposal (use additional 8.5x11 sheets if necessary):

See Attachments



I certify that the information provided in this application is true to the best of my knowledge.

Signature: *[Handwritten Signature]*

Date: *11-14-13*

To Watertown City Planning Board,

Proposed Use: Conversion from Nursing home into a 9 unit multifamily dwelling

Explain proposal: We would like the opportunity to convert this old nursing home into a nice 9 unit multifamily dwelling.

The building is 11k sqft, and the lot is 34k. There is enough space 9 spacious apartments, comprising of 2 bedroom, 1 bedroom and studio units. The building is equipped with central air and a zoned boiler system, so every apartment will have control over their own heating & cooling. The property is also fully fenced in, so tenants will have a place to let their animals defecate, rather than on the streets or other peoples property. The property also has a large off-street parking lot, so the streets won't be littered with cars.

The conversion itself will be relatively easy thanks to the current set up. We would be combining rooms in each wing to create apartments. There is currently 6 entrances to the building, which would easily suffice this number of apartments. Our biggest task will be adding kitchens & bathrooms to each unit, but fortunately the basement is extremely open and accessible.

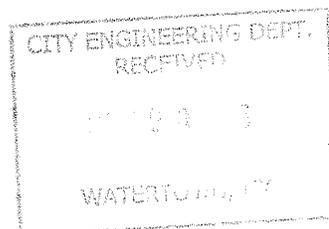
I would be more than happy to give a complete scope of work and/or sit down with anyone interested in the more minute details of the project. We currently own and manage 58 units in Jefferson/St.Lawrence county. We operate at full occupancy and invest every dollar we make back into the properties. We do most of our own work, and only work with professional and ethical sub-contractors. I have many tenants willing to give testimonials on their opinions on us as landlords. I've attached pictures of some of our current units, and have many more available upon request.

Thank you very much for taking the time to consider our proposal. We are really excited about this project and hope you give us the opportunity to bring our vision of this place into life.

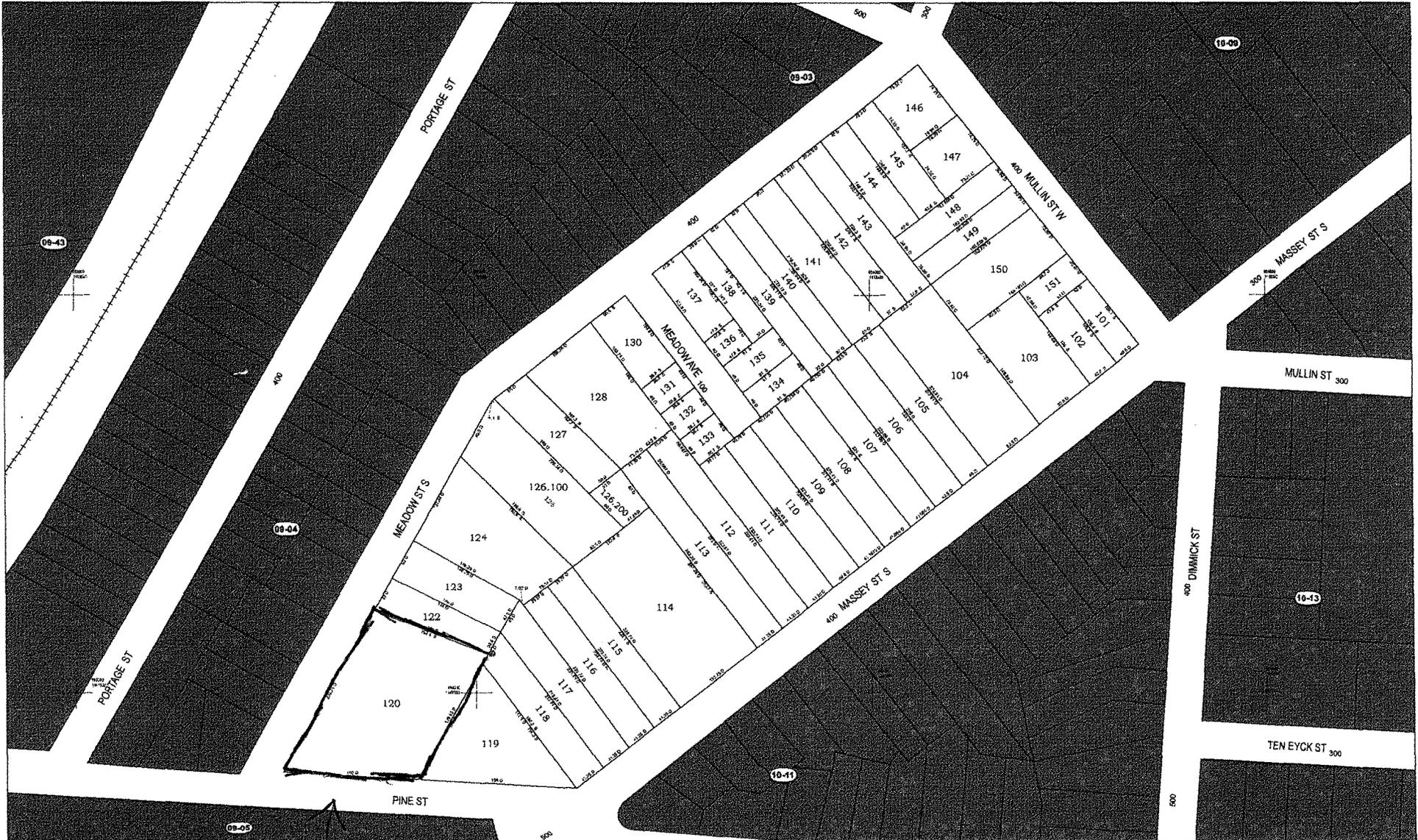
Michael Ablan



11-20-18



518 Pine St



Prepared by
City of Watertown GIS
For
City of Watertown
Assessment Department

For Tax Purposes Only
Not to be Used for Conveyance

WATER TOWN
CITY OF NY

Block	Lot	Area	Value
10	119	0.12	12,000
10	120	0.15	15,000
10	121	0.10	10,000
10	122	0.12	12,000
10	123	0.10	10,000
10	124	0.12	12,000
10	125	0.10	10,000
10	126	0.12	12,000
10	127	0.10	10,000
10	128	0.12	12,000
10	129	0.10	10,000
10	130	0.12	12,000
10	131	0.10	10,000
10	132	0.12	12,000
10	133	0.10	10,000
10	134	0.12	12,000
10	135	0.10	10,000
10	136	0.12	12,000
10	137	0.10	10,000
10	138	0.12	12,000
10	139	0.10	10,000
10	140	0.12	12,000
10	141	0.10	10,000
10	142	0.12	12,000
10	143	0.10	10,000
10	144	0.12	12,000
10	145	0.10	10,000
10	146	0.12	12,000
10	147	0.10	10,000
10	148	0.12	12,000
10	149	0.10	10,000
10	150	0.12	12,000
10	151	0.10	10,000

Property Line	Block	Parcel ID
-----	10	103
-----	10	104
-----	10	105
-----	10	106
-----	10	107
-----	10	108
-----	10	109
-----	10	110
-----	10	111
-----	10	112
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-----	10	149
-----	10	150
-----	10	151

1 Inch = 50 Feet *
0 50 100 200 Feet
www.water-town-ny.gov



Tax Map
City of Watertown
Jefferson County, NY

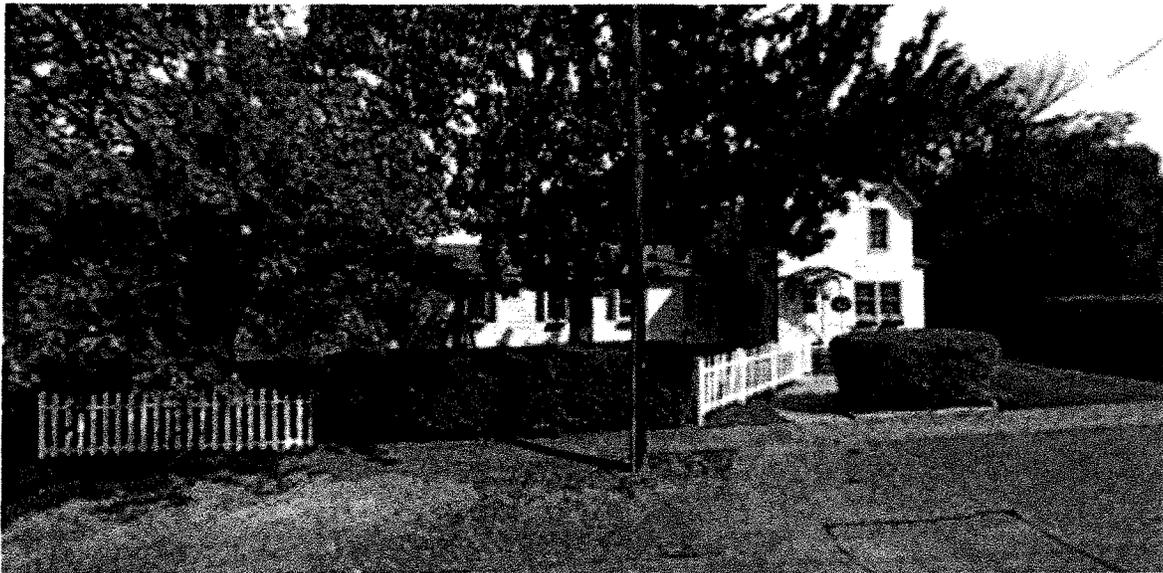
Section 10 Block 10

Printed Date: 11/20/2017

Google Maps 518 Pine St



Imagery ©2018 Google, Map data ©2018 Google 20 ft



518 Pine St

Watertown, NY 13601



SDG Image Mate Online

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Commercial

[Property Info](#)
[Owner/Sales](#)
[Inventory](#)
[Improvements](#)

[Tax Info](#)

[Report](#)
[Comparables](#)

Municipality of City of Watertown			
SWIS:	221800	Tax ID:	10-10-120.000
Account #:	16093580		
Tax Map ID / Property Data			
Status:	Active	Roll Section:	Taxable
Address:	518 Pine St		
Property Class:	633 - Aged - home	Site Property Class:	633 - Aged - home
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	RC - Residential C	Bldg. Style:	Not Applicable
Neighborhood:	00608 -	School District:	Watertown
Property Description:	165x207 1010120		
Total Acreage/Size:	165 x 207	Equalization Rate:	---
Land Assessment:	2018 - \$16,500 2017 - \$16,500	Total Assessment:	2018 - \$195,000 2017 - \$195,000
Full Market Value:	2018 - \$205,263 2017 - \$211,957		
Deed Book:	923	Deed Page:	217
Grid East:	993388	Grid North:	1447488
Special Districts for 2018			
Description	Units	Percent	Value
SW001-Sewer Water Relevy	0	0%	559.34

Photographs

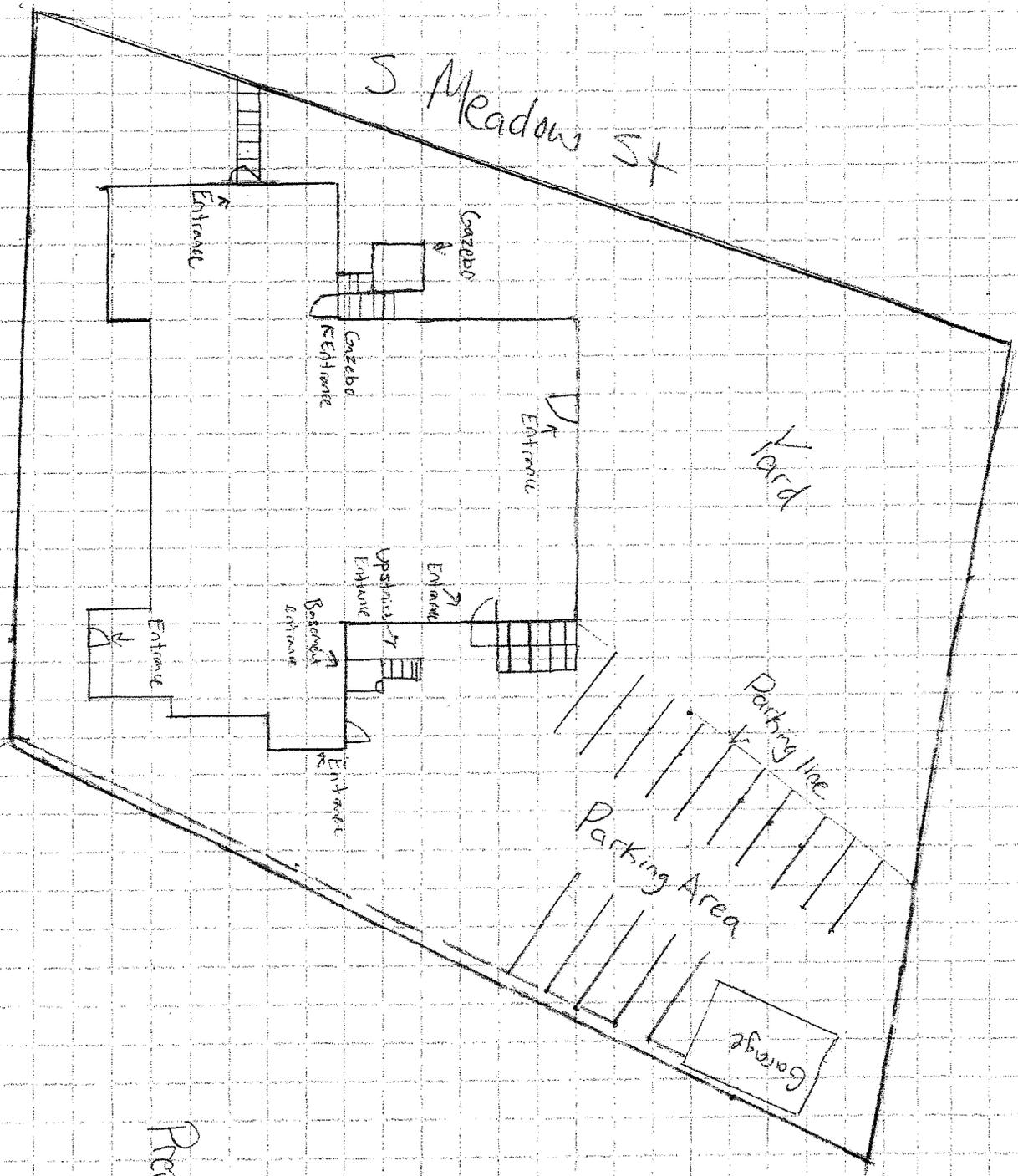
(Click on photo to enlarge it.)

Photo

Maps

[View Tax Map](#)
[Pin Property on GIS Map](#)
[View in Google Maps](#)
[View in Bing Maps](#)
[Map Disclaimer](#)

Special Districts for 2017			
Description	Units	Percent	Value
SW001-Sewer Water Relevy	0	0%	591.62
Land Types			
Type		Size	
Primary		165 × 207	



S Meadows St

Yard

5th Pine St

PINE ST

Garage

Parking Area

Parking Lic.

Prepared by:

Michael Holm

315 286-3251

Scale

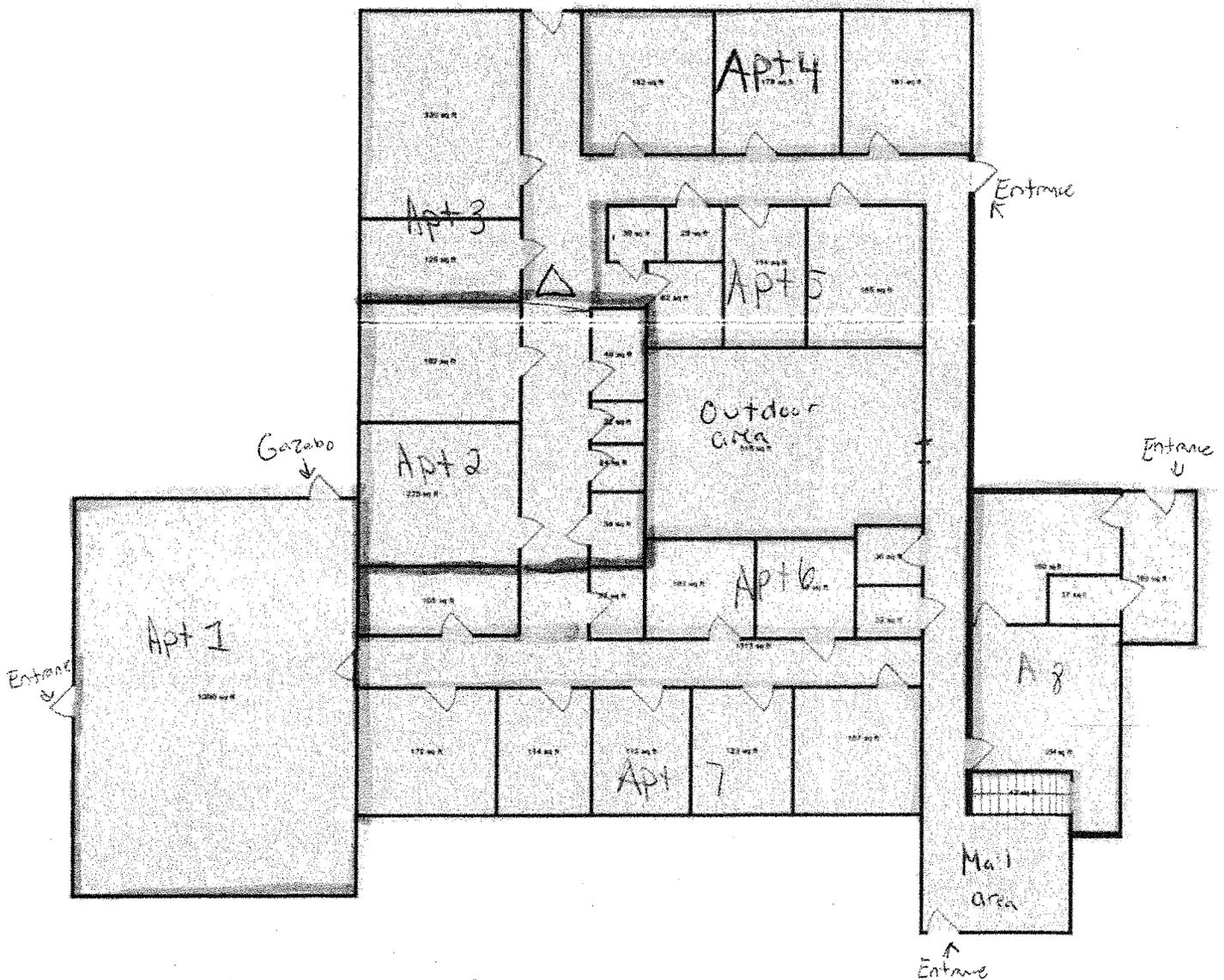
30' = 1"

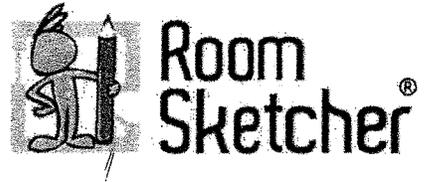


Pine St Project

- Sketch shows current floor plan.
- Highlighted areas show combined rooms for apartments

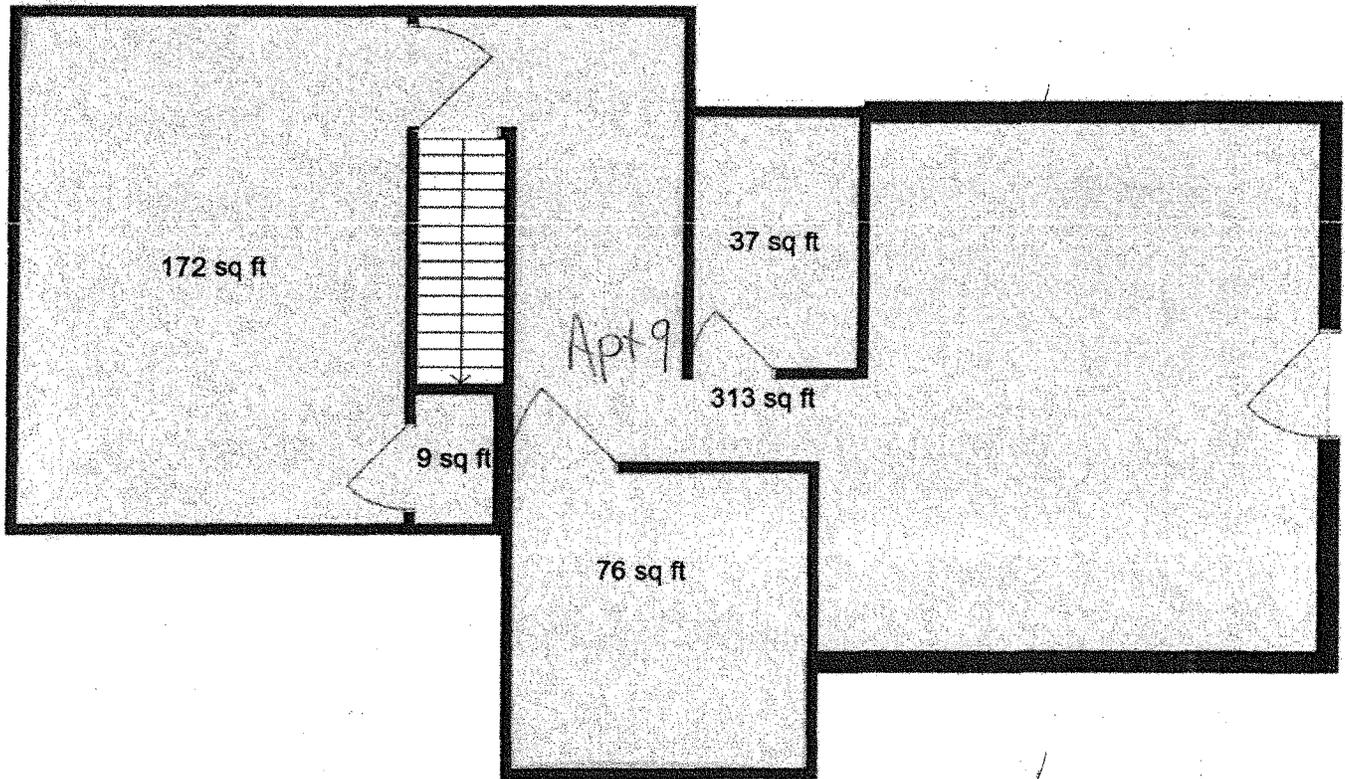
Entrance 1. Floor





Pine St Project

2. Floor



Short Environmental Assessment Form

Part 1 - Project Information

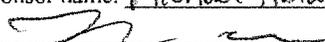
Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information				
Name of Action or Project: <i>Nursing Home Conversion into Multi-unit</i>		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> CITY ENGINEERING DEPT. RECORDS 12-20-13 WATERTOWN, NY </div>		
Project Location (describe, and attach a location map): <i>518 Pine St Watertown NY 13601</i>				
Brief Description of Proposed Action: <i>We would like to convert this nursing home into 9 apartments comprising of 2 bed, 1 bed + Studio.</i>				
Name of Applicant or Sponsor: <i>Michael Ablan</i>		Telephone: <i>315 286 3254</i>		
		E-Mail: <i>ablanmr@gmail.com</i>		
Address: <i>69 W Babcock St</i>				
City/PO: <i>Gouverneur</i>		State: <i>NY</i>	Zip Code: <i>13642</i>	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
<i>City of Watertown, Special Use Permit</i>				
3.a. Total acreage of the site of the proposed action?		<i>.78</i> acres		
b. Total acreage to be physically disturbed?		<i>0</i> acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<i>0</i> acres		
4. Check all land uses that occur on, adjoining and near the proposed action.				
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)				
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____				
<input type="checkbox"/> Parkland				

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	<input type="checkbox"/> NO <input type="checkbox"/> YES		

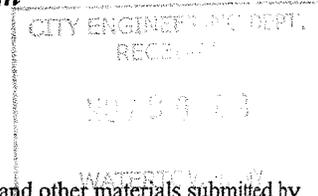
<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: <u>Michael Abian</u> Date: <u>11-14-13</u></p> <p>Signature: <u></u></p>		

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment



Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

Agency Use Only [If applicable]

Project:
Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

_____ Name of Lead Agency	_____ Date
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

PRINT FORM



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7740 – FAX: 315-785-7829

TO: Planning Board Members

FROM: Michael A. Lumbis, Planning and Community Development Director

SUBJECT: Special Use Permit Approval – 518 Pine Street

DATE: November 29, 2018

Request: Special Use Permit to allow a multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000

Applicant: Michael Ablan of Genuine Homes, LLC

Proposed Use: Multifamily dwelling

Property Owner: Heirs of Mary E. Allen

Submitted:

8 ½” x 11” Copy of Parcel Map: Yes A Sketch of the Site to Scale: Yes

Completed Part I of an
Environmental Assessment Form: Yes SEQRA: Unlisted Action

County Planning Board Review Required: No

Comments: The applicant proposes to convert the former Angels Inn adult home into a nine-unit multifamily building. The applicant proposes to use the existing parking area behind and along the west side of the building. Multifamily dwellings are permitted in Residence C Districts only by special approval of City Council, as per Section 310-6 of the Zoning Ordinance. This requires the applicant to apply for a Special Use Permit.

The former Angels Inn Adult Home was previously a 24-bed, 17-room, supervised care facility that provided assisted living services to its residents. The retirement and assisted living facility closed in 2017 after many years in the community.

The subject property is surrounded by other residentially zoned land for at least 400 feet in all directions. This includes a large Residence C District to the north and an even larger Residence A District to the south. The CSX railroad tracks, slightly over 400 feet to the west, are zoned Heavy Industry, with a Light Industry District on the other side of the tracks.

Parking and Vehicular Circulation: Section 310.45(A) of the Zoning Ordinance states that, “Every multifamily dwelling shall provide, in connection with it, vehicle storage or off-street parking facilities for automobiles to the number of at least one for each dwelling unit provided in such multifamily dwelling. Each parking space or facility for each dwelling unit shall be at least 300 square feet. In addition, parking space shall be provided for guests on the site of the multifamily dwelling to the extent of 10% of the total dwelling units. The parking space for each vehicle shall be at least 300 square feet.”

The applicant proposes nine apartment units. This yields a requirement of ten spaces (one for each of the nine units plus the required guest space). The applicant depicts 13 proposed spaces on the site plan sketch, which is drawn at the 30’:1” scale. Upon measurement, the submitted drawing depicts the proposed spaces and the drive aisle both as abnormally narrow. However, satellite views of the property appear to indicate ample area for ten parking spaces and maneuverability.

Special Use Permit Standards: Special Use Permits require City Council approval after recommendation from the Planning Board and a Public Hearing. The procedure is outlined in Section 310.67 of the Zoning Ordinance.

Special Use Permit standards are found in Section 310-52.3 of the Zoning Ordinance. The standards are as follows:

A. General standards. In granting a special use permit, the City Council may specify appropriate conditions and safeguards in harmony with the following rules and standards. These conditions will be in addition to any that may be imposed as part of site plan approval.

(1) The use shall be of such location, size and character that it will be in harmony with the appropriate and orderly development of the district in which it is situated and will not be detrimental to the orderly development of adjacent districts. The nature and intensity of the operations involved in or conducted in connection with it shall be compatible with the general character and intensity of development of the neighborhood.

(2) The use's relation to streets giving access to it shall be such that traffic to and from the use will not be hazardous or inconvenient to the neighborhood or conflict with the normal traffic of the neighborhood. Convenient routes of pedestrian traffic shall be considered in relation to main traffic thoroughfares and to street intersections.

(3) The use's site layout shall minimize the inconvenience to the neighborhood by providing adequate parking and adequate visual and noise buffering. The parking requirements of this chapter shall be considered the minimum. The buffer composition, density and width shall be determined after considering the type of proposed use, type of uses surrounding it and the distance from the surrounding uses.

Building Permits and Other Approvals: It should be noted that if the City Council approves the request for a Special Use Permit for this property, the approval will be for the use of the property only. The approval does not extend to additional required permitting such as a building permit, plumbing permit, etc. The application for a building permit will require the submittal of stamped architectural drawings that shows that the proposed conversion meets the NYS Building Code and other requirements as determined by the City Code Enforcement Bureau.

Other: The applicant has submitted a purchase offer on the property that is contingent upon receiving a Special Use Permit. However, the applicant is not the current owner of the property, and as such, the applicant will need a letter authorizing him to apply for a Special Use Permit on the owner's behalf. Since the previous property owner, Mary E. Allen, is deceased, the applicant must obtain an authorization letter from Ms. Allen's heirs or someone with power of attorney over the estate.

Summary: The following should be included as contingencies in the motion to approve the Special Use Permit:

1. The applicant must obtain a building permit and any other permits required by the City Code Enforcement Bureau prior to construction.
2. The applicant must submit a letter from the property owner or someone with power of attorney over the property that authorizes him to apply for a Special Use Permit on their behalf.

cc: City Council Members
Michael Ablan, Genuine Homes, LLC
Justin Wood, City Engineer
Ben Arquitt, Civil Engineer I

**SPECIAL USE PERMIT
518 PINE STREET– PARCEL # 10-10-120.000**

The Planning Board then considered a request submitted by Michael Ablan of Genuine Homes, LLC for a Special Use Permit to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000.

Mr. Ablan attended to represent the request, along with James Adams, who Mr. Ablan introduced as his business partner.

Mr. Ablan began by saying that the existing building on the subject property was formerly the Angels Inn nursing home and that it had 24 rooms, all interconnected. He said that he would like to change it into a nine-unit dwelling and that it would be easy to make the conversions by connecting rooms. He added that it has a boiler system for the entire building, ample water, electric and other utilities.

Mr. Ablan then said that Staff's memorandum to the Planning Board discussed parking. He said that his scale was smaller, but based on a 300 square-foot requirement, the site could accommodate 11 spaces, and that if parking became an issue in the future, they could open up the garage for an additional two spaces. He noted that they could pave the yard if needed, but they could accommodate 10-plus spaces as it was now.

Ms. Capone then asked what Mr. Ablan planned to charge for rents. Mr. Ablan replied that monthly rents would run from \$500-to-\$600 for studios to \$800 for two-bedroom units. He added they would be affordable, but nice and that they had a few other units under their control at the moment and they always update everything, such as energy efficient windows, etc.

Ms. Fields then said that for full disclosure, Mr. Ablan was a licensed real estate agent, as was she, and that she and Mr. Ablan knew each other. Mr. Urda then asked her to confirm that she did not have any financial interest in the project. Ms. Fields replied that she did not. Mr. Katzman noted that it was New York State law that Ms. Fields and Mr. Ablan, both needed to make this full disclosure.

Mr. Coburn then said that as he read through, everything seemed to be in order. He then asked Staff about the summary item that dealt with parking. Mr. Urda replied that Staff was satisfied with Mr. Ablan's explanation of the site's parking capacity.

Mr. Katzman then noted that the property's previous owner, Mary E. Allen, was deceased and asked how that affected proceedings. Mr. Urda replied that Staff's memorandum discussed that issue and that the heirs of Mary E. Allen were the current legal owners under New York State law.

Mr. Katzman then asked who would pay for the utilities, Mr. Ablan or his tenants. Mr. Ablan replied that he would pay the utilities and added that he misspoke regarding rents, and that he planned to set them at \$600 for a studio, \$700 for a one-bedroom and \$800 for a two-bedroom, with all utilities included.

Mr. Arquitt then asked what side of the building the sewer line connected to in the basement. Mr. Ablan replied that he thought it was on the Pine Street side and that it was at least four inches in diameter. Mr. Adams then said that there was a 3.5-inch and a four-inch connection. Mr. Arquitt said that would likely be sufficient for nine units, but that they might be liable for an upgrade.

Mr. Ablan said that there was a sprinkler system in the building and that was why there were two lines. He said they did not plan to keep the sprinklers active and that they would likely drain it. Mr. Coburn said that Code Enforcement would address sprinkler requirements during the permitting process.

Mr. Coburn asked if anyone wanted to make a motion. Mr. Urda said that the Planning Board would not need to include the second summary item in a motion for approval. Ms. Fields then moved to approve the request submitted by Michael Ablan of Genuine Homes, LLC for a Special Use Permit to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000, contingent upon the following:

1. The applicant must obtain a building permit and any other permits required by the City Code Enforcement Bureau prior to construction.

Mr. Coburn then seconded the motion and all voted in favor.

**SPECIAL USE PERMIT
518 PINE STREET– PARCEL # 10-10-120.000**

The Planning Board then considered a request submitted by Michael Ablan of Genuine Homes, LLC for a Special Use Permit to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000.

Mr. Ablan attended to represent the request, along with James Adams, who Mr. Ablan introduced as his business partner.

Mr. Ablan began by saying that the existing building on the subject property was formerly the Angels Inn nursing home and that it had 24 rooms, all interconnected. He said that he would like to change it into a nine-unit dwelling and that it would be easy to make the conversions by connecting rooms. He added that it has a boiler system for the entire building, ample water, electric and other utilities.

Mr. Ablan then said that Staff's memorandum to the Planning Board discussed parking. He said that his scale was smaller, but based on a 300 square-foot requirement, the site could accommodate 11 spaces, and that if parking became an issue in the future, they could open up the garage for an additional two spaces. He noted that they could pave the yard if needed, but they could accommodate 10-plus spaces as it was now.

Ms. Capone then asked what Mr. Ablan planned to charge for rents. Mr. Ablan replied that monthly rents would run from \$500-to-\$600 for studios to \$800 for two-bedroom units. He added they would be affordable, but nice and that they had a few other units under their control at the moment and they always update everything, such as energy efficient windows, etc.

Ms. Fields then said that for full disclosure, Mr. Ablan was a licensed real estate agent, as was she, and that she and Mr. Ablan knew each other. Mr. Urda then asked her to confirm that she did not have any financial interest in the project. Ms. Fields replied that she did not. Mr. Katzman noted that it was New York State law that Ms. Fields and Mr. Ablan, both needed to make this full disclosure.

Mr. Coburn then said that as he read through, everything seemed to be in order. He then asked Staff about the summary item that dealt with parking. Mr. Urda replied that Staff was satisfied with Mr. Ablan's explanation of the site's parking capacity.

Mr. Katzman then noted that the property's previous owner, Mary E. Allen, was deceased and asked how that affected proceedings. Mr. Urda replied that Staff's memorandum discussed that issue and that the heirs of Mary E. Allen were the current legal owners under New York State law.

Mr. Katzman then asked who would pay for the utilities, Mr. Ablan or his tenants. Mr. Ablan replied that he would pay the utilities and added that he misspoke regarding rents, and that he planned to set them at \$600 for a studio, \$700 for a one-bedroom and \$800 for a two-bedroom, with all utilities included.

Mr. Arquitt then asked what side of the building the sewer line connected to in the basement. Mr. Ablan replied that he thought it was on the Pine Street side and that it was at least four inches in diameter. Mr. Adams then said that there was a 3.5-inch and a four-inch connection. Mr. Arquitt said that would likely be sufficient for nine units, but that they might be liable for an upgrade.

Mr. Ablan said that there was a sprinkler system in the building and that was why there were two lines. He said they did not plan to keep the sprinklers active and that they would likely drain it. Mr. Coburn said that Code Enforcement would address sprinkler requirements during the permitting process.

Mr. Coburn asked if anyone wanted to make a motion. Mr. Urda said that the Planning Board would not need to include the second summary item in a motion for approval. Ms. Fields then moved to approve the request submitted by Michael Ablan of Genuine Homes, LLC for a Special Use Permit to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000, contingent upon the following:

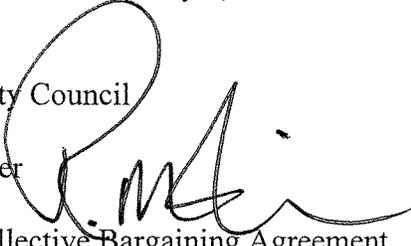
1. The applicant must obtain a building permit and any other permits required by the City Code Enforcement Bureau prior to construction.

Mr. Coburn then seconded the motion and all voted in favor.

Res No. 7

January 7, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Approving the 2017-2021 Collective Bargaining Agreement
Between the City of Watertown and the Watertown
Police Benevolent Association, Inc.

Negotiations have concluded between the City of Watertown and the Watertown Police Benevolent Association, for a successor contract to that which expired on June 30, 2017. PBA President Charles Bickel, III has notified me that the membership supports the Contract. The principal changes to the expiring Contract are listed below:

1. Wages Increases:
 - a. 2.75% effective July 1, 2017
 - b. 2.75% effective July 1, 2018
 - c. 2.75% effective July 1, 2019
 - d. 2.75% effective July 1, 2020

2. Longevity Change:
 - a. Change longevity from 7 years-\$350/13 years-\$700/19 years-\$1,050 to 7- years-\$700/12 years-\$1,050/17 years-\$1,400/21 years -\$2,000.
 - b. Employees hired after July 1, 2019 will not be eligible for longevity.

3. Changes in Health Benefits:
 - a. Increase in premium contribution from 13% to 14% immediately; 14.5% on July 1, 2019; 15% on July 1, 2020.
 - b. Implementation of mandatory mail order immediately.
 - c. Increase in prescription co-pay effective immediately: From \$10/\$30/\$50 to \$10/\$35/\$60.
 - d. New specialty drug co-insurance of 10% effective immediately.
 - e. Increase in health insurance deductible effective immediately: From \$200/\$600 to \$250/\$750.
 - f. Increase in medical co-pays effective July 1, 2019 from \$15/\$30 to \$20/\$30.

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

RESOLUTION

Page 1 of 1

Approving the 2017-2021 Collective Bargaining Agreement Between the City of Watertown and the Watertown Police Benevolent Association, Inc.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

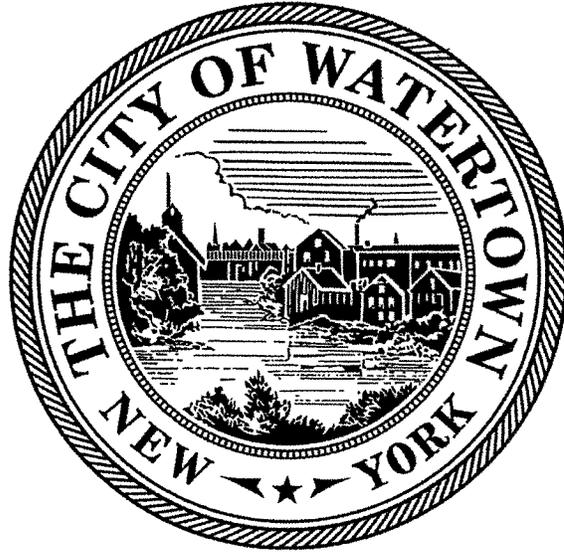
WHEREAS the 2014-2017 Employment Contract between the City of Watertown and the Watertown Police Benevolent Association, expired on June 30, 2017, and

WHEREAS negotiations have been concluded on a successor Contract,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Collective Bargaining Agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc., a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor, Jospheh M. Butler, Jr., and City Manager Richard M. Finn are hereby authorized and directed to execute the Agreement on behalf of the City.

Seconded by



2017-2021

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WATERTOWN

AND

THE WATERTOWN POLICE BENEVOLENT
ASSOCIATION, INC.

WATERTOWN, NEW YORK

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**2017-2021 CONTRACT
BETWEEN
THE CITY OF WATERTOWN
AND
THE WATERTOWN POLICE BENEVOLENT ASSOCIATION, INC.
WATERTOWN, NEW YORK**

WHEREAS, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, declares that it is the public policy of the State of New York and the purposes of the law to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policy and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employment Relations Board to resolve disputes, and by continuing the prohibition against strikes by public employees; and

WHEREAS, the City Council of Watertown, New York in accord with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, after determining the Watertown Police Benevolent Association, Inc. met the basic requirements for recognition under the Act, which include among other factors a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Watertown Police Benevolent Association, Inc. by adopting a resolution to this effect on January 8, 1968; and

WHEREAS, collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures and a contract has been evolved:

RESOLVED, that the City Council of Watertown, New York on behalf of the City of Watertown, New York hereinafter referred to as the "City", and the Watertown Police Benevolent Association, Inc., hereinafter referred to as the "Association", enter into this agreement the ____ day of January, 2019, as follows:

ARTICLE 1 - RECOGNITION

Effective upon the date of execution of this Agreement, the City recognizes the Association as the sole and exclusive representative of all employees of the Police Department as described herein: Police Officers; Sergeants; and Lieutenants.

ARTICLE 2 - GENERAL QUALIFYING CONDITIONS

SECTION 1. The City recognizes that the Association represents a common community of interest among its membership.

SECTION 2. The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such payroll deductions; however, after a one-month period of open change just prior to the new contract year, there will be no dues change permitted during the contract year. If there is a change, the Association will bear the expense of the program change.

SECTION 3. Effective upon the date of execution of this Agreement, the City shall extend to the Association the right to membership dues deduction, pursuant to Section 208 of Article 14 of the New York State Civil Service Law, so long as said Association shall remain the certified bargaining agent for all employees of the Police Department as described herein: Police Officers; Sergeants; Detectives and Lieutenants.

SECTION 4. The Association shall be entitled to have deducted from the wages or salaries of employees described in Section 3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed ninety percent (90%) of the regular membership dues, which represents the employee's pro-rata share of expenditures by the Association, less expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

SECTION 5. Notwithstanding any other provision, Sections 3 and 4 of Article 2 shall only apply to new employees of the Department and members of the Association who withdraw from the Association as of July 1, 1983. Employees of the Department who, as of July 1, 1983, are not members of the Association shall be exempt from membership dues deduction.

SECTION 6. The City agrees that the Association shall be the sole and exclusive representative of its membership for the purposes of the Public Employees Fair Employment Act.

SECTION 7. The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist or participate in such a strike.

SECTION 8. The City agrees that no member of the Association shall be discriminated against, coerced, restrained or influenced in any manner because of its membership in the Association or by reason of holding office in the Association.

SECTION 9. No clause or provision of this agreement shall be construed to cause the impairment or waiver of any State law now applicable to employees who are members of the Association.

SECTION 10. Effective upon the date of execution of this Agreement, notwithstanding any other provision, this contract shall not apply to the Police Chief and the Police Captain who are management's representatives in the Police Department.

ARTICLE 3 - TERM AND SCOPE OF AGREEMENT

SECTION 1. The term of this agreement shall be for the period July 1, 2017 through June 30, 2021.

SECTION 2. This agreement shall cover all terms and conditions of employment as defined in the New York State Public Employees Fair Employment Act.

ARTICLE 4 - COMPENSATION

SECTION 1.

- A.** The City shall continue to provide a separate Police Pay Plan as established by resolution of the City Council adopted June 18, 1973. The rate of compensation for the positions of Police Officer, Police Detective, Police Sergeant, and Police Lieutenant, shall be as provided in the attached Schedules A, B, C, and D.

Schedule A reflects a two and three quarters percent (2.75%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants, and Lieutenants in the Police Pay Plan effective July 1, 2017.

Schedule B reflects a two and three quarters percent (2.75%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants, and Lieutenants in the Police Pay Plan effective July 1, 2018.

Schedule C reflects a two and three quarters percent (2.75%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants, and Lieutenants in the Police Pay Plan effective July 1, 2019.

Schedule D reflects a two and three quarters percent (2.75%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants, and Lieutenants in the Policy Pay Plan effective July 1, 2020

- B.** In addition to the Pay Plan described in "A" above, the City agrees effective July 1, 2018 to a longevity payment plan in the following amounts:
1. Beginning at the commencement of seven years of service in the Police Department, a payment of \$700.
 2. Beginning at the commencement of twelve years of service in the Police Department, a payment of \$1,050.

3. Beginning at the commencement of seventeen years of service in the Police Department, a payment of \$1,400
4. Beginning at the commencement of twenty one years of service in the Police Department, a payment of \$2,000

Payments for longevity became effective July 1, 1985. Amounts paid under the longevity payment plan shall be used in determining the employee's regular rate of pay as stipulated in the Fair Labor Standards Act. Longevity payments shall be paid in pro-rata amounts on the regular City payroll.

Employees hired after July 1, 2019 will not be eligible for, nor entitled to, longevity payments.

C. For employees hired after July 1, 1994:

1. Salaries for Academy pay rate and Academy Completion Pay Rate are as established in Schedules A, B, C, & D. After the first year of employment, officers shall enter the existing wage step scale.
2. Effective July 1, 2001, the negotiated percentage increase as set forth in paragraph A above shall be applied to said schedule, and thereafter.

SECTION 2. As provided in the 1968-69 Contract, the City has amended the Rules of Administration of the Pay Plan to provide for a regular procedure for the review of pay grades assigned to class titles of positions. The City agrees to provide the President of the Association with a copy of the final decision by the City Council at the time the individual employee is notified.

SECTION 3.

- A. A Police Officer, Sergeant, or Lieutenant assigned to perform duties out of title in rank higher than his permanent rank shall be compensated for such performance on a per diem basis, which increased pay shall reflect the differential between the employee's regular pay and the pay which would be received in the higher position in accord with the provisions of 3 a. of the Rules for Administration of the Police Pay Plan.
- B. Assignment under this provision shall, insofar as practical, be made on a monthly shift basis.
- C. In those cases of vacation, illness, or emergency conditions, assignment may be for shorter periods.
- D. Assignment under this section shall be made by the Police Chief.

SECTION 4. All uniformed members of the Police Department shall be paid their accumulated time, overtime and holiday pay when earned. All members of the bargaining unit shall be paid their overtime in the first paycheck after the first full pay period following submission of their overtime slips.

SECTION 5. Overtime shall be paid at time and one-half for work performed beyond the employee's defined work shift/period. Members of the bargaining unit assigned to eight-hour days shall have a defined work period of 40 hours per week. Those members of the bargaining unit assigned to 12-hour shifts shall have a defined work period of 84 hours every two weeks. These agreed-upon work periods are designed to comply with the permissive establishment of a work period for police personnel under section 7(k) of the Fair Labor Standards Act. Overtime for personnel assigned to 12-hour shifts will be limited to two hours before the beginning of, or after the conclusion of, a scheduled 12-hour shift. Exceptions may be made during an emergency situation at the discretion of the Chief or his designee.

SECTION 6. At retirement, a member shall be paid for unused sick leave at the rate of twenty-five percent (25%) of his unused sick leave balance, up to a maximum of 45 days. If a member receives a benefit from the State Retirement System outlined under Article 10, Section 4(2) of the Contract, he or she shall not be eligible to receive cash for unused sick leave as described in this Section.

SECTION 7. Effective June 30, 1992, any officer who is ordered to return to duty after having completed his/her regular tour of service shall be guaranteed compensation at the rate of time and one-half of his/her regular hourly rate for a minimum period of two (2) hours. When an officer is ordered to report to duty prior to his/her scheduled shift, he/she will be paid overtime only for that time worked prior to the start time of the scheduled shift.

SECTION 8. Effective July 1, 2014, all members of the bargaining unit, assigned to the evening (3:00 p.m. – 11:00 p.m.) or night shift (11:00 p.m. – 7:00 a.m.), shall be guaranteed, and shall receive, line-up pay in the amount of \$1,700 per year; all other members of the bargaining unit shall be guaranteed, and shall receive, line-up pay in the amount of \$1,300 per year. Effective on July 1, 2015, for those members of the bargaining unit assigned to 12-hour shifts, the lineup pay for days (6:00 a.m. – 6:00 p.m.) shall be \$300 per year and the lineup pay for nights (6:00 p.m. – 6:00 a.m.) shall be \$700 per year. Lineup pay is payable on or before December 1st in the year for which it was earned. The parties further agree that pro-ration of the payment of line-up pay may be made if an employee fails to report to line-up for thirty (30) consecutive days.

SECTION 9. Effective July 1, 2001, officers required to carry a pager or other electronic device, and who do not have the option of refusing to a page, shall receive one thousand (\$1,000) dollars per year, to be paid with line-up pay. Effective July 1, 2012, I.D. Technicians shall receive an additional one thousand (\$1,000) dollar per year, to be paid with line-up pay. Said payment will be prorated based on date employee assumes I.D. Technician duties.

SECTION 10. Effective July 1, 2012, Field Training Officers shall receive compensation of one (\$1.00) dollar per hour for each hour that a Field Training Officer works with a recruit.

SECTION 11. A minimum compensation of two hours for court appearances required by City, County, State or Federal Agencies by subpoena shall be paid at the rate of time and one-half.

SECTION 12.

- A. The assignment of a Sergeant or Lieutenant to the Criminal Investigation Division (CID) shall be at the discretion of the Chief of Police.

- B. Upon the assignment to CID, the Sergeant's or Lieutenant's pay rate shall be increased to the next higher step. The assignment date to CID shall not affect the Sergeant's or Lieutenant's promotion anniversary date.
- C. The Sergeant or Lieutenant assigned to CID shall retain his/her current step if assigned to a non-CID position. If the Sergeant or Lieutenant assigned to CID is re-assigned to the Patrol Division at his/her request or due to disciplinary action, he/she shall forfeit the step increase.
- D. If the Sergeant assigned to CID is promoted to Lieutenant, he/she shall advance to the next higher step on the Lieutenant's pay scale. In the event the CID Sergeant is promoted to Lieutenant and is immediately re-assigned to CID, he/she shall advance to the next higher step on the Lieutenant's pay scale for the promotion and an additional step on the Lieutenant's pay scale for the assignment to CID.

ARTICLE 5 - WORK DAY AND WORK WEEK

SECTION 1. For members of the bargaining unit assigned to eight-hour shifts, the work day shall consist of eight consecutive hours and a work week shall consist of five consecutive work days. The work week shall be scheduled such that the Officer shall receive two (2) consecutive rest days, including during periods of required training. However, this rule of scheduling is modified as follows:

There is no guarantee of two (2) consecutive rest days:

1. At the time of mid-year shift changes due to promotions, retirements, hirings, and/or separations;
2. When a Police Officer attends in-service training; and,
3. When a Police Officer voluntarily attends training.

SECTION 2. For members of the bargaining unit assigned to eight-hour shifts, all other conditions relating to work day and work week shall be as presently exists, except that the time of shift change shall be:

- A-Shift - 11:00 P.M. to 7:00 A.M.
- B-Shift - 7:00 A.M. to 3:00 P.M.
- C-Shift - 3:00 P.M. to 11:00 P.M.

SECTION 3. For members of the bargaining unit assigned to 12-hour shifts, a shift shall consist of twelve consecutive hours, with seven shifts being assigned during each two week pay period. As set forth at Article 4, Section 5, the defined work period for those personnel shall be 84 hours every two weeks.

There is no guarantee of two (2) consecutive rest days:

1. At the time of annual shift changes;
2. At the time of mid-year shift changes due to promotions, retirements, hirings, and/or separations;
3. When a Police Officer attends in-service training; and,
4. When a Police Officer voluntarily attends training.

SECTION 4. Effective July 6, 2015, for members of the bargaining unit assigned to 12-hour shifts:

Days - 6:00 A.M. to 6:00 P.M.
Nights - 6:00 P.M. to 6:00 A.M.

SECTION 5. The bargaining unit shall be responsible for maintaining two lists for overtime for the purpose of covering manpower shortages on patrol 12-hour shifts. A mandatory list shall provide for an available officer for each twelve-hour shift and shall be published on a monthly basis. The available officer shall be on call during the first hour of the shift, after which time their obligation shall end. A separate voluntary list shall be published on a monthly basis containing the names of officers wishing to be called into work for full or partial shifts.

ARTICLE 6 - LEAVE

SECTION 1.

A. Annual leave shall continue as presently stated in the existing leave rules of the City as follows:

LEAVE CREDIT	LENGTH OF SERVICE
12 hours for each month of service	3 years inclusive
14 hours for each month of service	4 - 6 years inclusive
16 hours for each month of service	7 - 11 years inclusive
18 hours for each month of service	12 - 17 years inclusive
20 hours for each month of service	18 years or more

B. For those employees hired after July 1, 1994, the annual leave schedule shall be as follows:

LEAVE CREDIT	LENGTH OF SERVICE
80 hours	Year 1
80 hours	Year 2
96 hours	Year 3
96 hours	Year 4
120 hours	Year 5
144 hours	Year 6

Thereafter, the regular contract leave schedule shall apply. Annual leave is available for use by the employee in hourly increments.

C. The City agrees to amend the Leave Rules to provide up to 80 hours carryover of annual leave from calendar year to calendar year.

D. Sick leave shall accrue at 8 hours each month and shall be used as presently stated in the existing Leave Rules of the City. The use of sick leave is available for use by the employee in hourly increments.

- E. Each full-time employee of the Watertown Police Department shall be entitled to take one (1) day of personal leave with pay per year to attend to pressing personal matters. In addition, each full-time employee may convert two vacation days into personal days, each year. Such personal days may be used in either half day or full day increments, as long as the request does not impede the department's ability to fulfill its mission. Personal days will be granted on a first come, first serve basis. Personal days may not be used on July 4th, Thanksgiving or Christmas.
- F. Effective July 6, 2015, employees assigned to eight-hour shifts shall be entitled to 16 hours of personal leave with pay per year to attend to pressing personal matters which may be used in four-hour increments. Employees assigned to 12-hour shifts shall be entitled to 12 hours of personal leave with pay per year which may be used in six-hour increments. Personal days will be granted on a first come, first serve basis. Personal days may not be used on July 4th, Thanksgiving or Christmas.
- G. Effective July 6, 2015, the swap of shift assignments shall only occur between patrol officers or between supervisors such that the swap is with a member of the Platoon that works the same shift hours. Exceptions may be granted with BOTH Platoon Lieutenant's authorization.

SECTION 2. HOLIDAYS

- A. Holidays shall be granted as presently stated in the Leave Rules of the City. If a holiday falls within an assigned vacation period of a member, he is to be paid for eight additional hours for the holiday.
- B. Except as provided under Paragraph "c" of this Section, members shall be paid in cash at double time rate for holiday time and shall not be credited with compensatory time off.
- C. Effective January 1, 1986, members shall have the option of taking up to 88 hours in compensatory time off in lieu of cash payments at double time rate for holidays. Such compensatory time must be taken in the calendar year earned and may not be carried over from calendar year to calendar year. Such compensatory time can be used in either daily or hourly increments, provided manpower strength is sufficient and supervisory approval is obtained. At least two weeks prior to January 1st, all members must use the number of holidays from one to eleven for which they elect to receive compensatory time off in lieu of double time rate. Any unused balances of compensatory time existing at the end of the calendar year shall be lost.

SECTION 3. Members of the Association who are designated by the Association to represent it at the yearly State-wide convention and monthly meetings of the Association shall be permitted to do so without charge to leave time provided that no more than three members shall be off duty at any one time and provided that the maximum time off for the year in any combination shall be no more than thirty-two days.

SECTION 4.

- A.** The City agrees to continue its rules for sick leave to provide that employees who become ill or injured while on vacation or about to go on vacation may, upon request, be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating that they are incapacitated for at least three days must be presented for this provision to be effective.

- B.** The City agrees to amend its Leave Rules to provide 24 hours of bereavement leave per death in the immediate family. "Death in the immediate family" is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, grandfather or grandmother of spouse, son-in-law, daughter-in-law, mother or father-in-law, and brother or sister-in-law.

SECTION 5. Vacations will be assigned on a seniority basis. For members of the bargaining unit assigned to an eight-hour shift, the member must sign up for not less than five days of continuous vacation to hold his/her place in the vacation or leave roster. For those assigned to a twelve-hour shift, the member must sign up for all scheduled work days within a vacation week to hold his/her place in the vacation or leave roster.

SECTION 6. When time off is given to employees of the Municipal Building and the offices of such building are closed on special occasions, members of the Police Department will be given a credit of equivalent time. This time is to be compiled at the employee's regular hourly rate of pay. Under the provisions of this Section, the special occasion shall not include or apply to the closing of the offices in the Municipal Building for holidays, the day before a holiday or the day after a holiday, or closings due to an emergency situation. The closing of the Municipal Building for emergency situations shall be the sole discretion of the City Manager or his/her representatives.

ARTICLE 7 - SENIORITY

SECTION 1. Vacation time off shall be governed by seniority. Compensatory time off shall be granted on a first come first served basis.

SECTION 2. Permanent appointments shall be made in conformity with New York State Civil Service, Regulations of the Watertown Municipal Civil Service Commission and New York State Law.

ARTICLE 8 - GRIEVANCE PROCEDURES

SECTION 1. The City recognizes the Association as the representative of its members to appear in their behalf for any of the purposes outlined in the Public Employees Fair Employment Act.

SECTION 2. The City grants the right of representatives of the Association to visit City facilities and to visit and confer with members of the Association for purposes of conferring on conditions, policies and procedures under the Public Employees Fair Employment Act during regular working hours.

SECTION 3. The City grants the Association the privilege of posting notices and communications on the existing bulletin board, or on an appropriate bulletin board to be provided by the City for that purpose in the Squad Room of the Police Department.

SECTION 4. Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations.

SECTION 5.

- A. Grievance Procedures as adopted by resolution of the City Council on September 30, 1963, shall be applicable to the handling of grievances under its conditions and terms as set forth in that resolution as modified by this Agreement in Paragraph "B" of this Section. A copy of this resolution and procedures is attached and made a part of this agreement.
- B. The Grievance Procedure as adopted by the resolution of the City Council on September 30, 1963 is modified by the deletion of Section 4 and the substitution of the following: In the event of a disagreement between a unit employee and the City, or between the Association and the City, as to the interpretation or performance of the express terms of this Agreement, or as to the benefits provided thereunder, said disagreement, unless specifically excluded by this Agreement, shall be resolved in accordance with the dispute resolution procedure hereinafter set forth.

STEP 1. In the event of a disagreement between a unit employee and the City or between the Association and the City, such a grievance shall be reduced to writing by the aggrieved employee or the Association, and presented by the Association to the Chief of Police within ten (10) calendar days of when the grievance occurred or when the person or party reducing the grievance to writing reasonably should have known of its occurrence. The Chief of Police shall, within ten (10) calendar days of his receipt of any such grievance, present his response in writing to the Association.

STEP 2. If the Chief's response is not satisfactory to the Association, the Association shall, within ten (10) calendar days of the receipt of the Chief's response, present the grievance, the Chief's response and any reply thereto, to the City Manager. The City Manager shall, within ten (10) calendar days of his receipt of any such grievance, present his response in writing to the Association.

STEP 3. If the City Manager's response is not satisfactory to the Association, the Association shall, within ten (10) calendar days of the receipt of the City Manager's response, submit a Demand for Arbitration to the New York State Public Employment Relations Board in accordance with PERB's Voluntary Dispute Resolution Procedure. The Arbitrator's decision shall be final and binding upon the City, the Association and all unit employees.

- C. The Arbitrator will have no power to amend, modify, or delete any provision of this Agreement.
- D. Expenses for the Arbitrator's services shall be shared equally by the City and the Association.
- E. Each party, however, shall be responsible for the expenses of its own witnesses. Either party may have a transcript made at its own expense.
- F. Time limits within which a particular grievance has to be processed and/or responded to may be extended by the Association and the City, by mutual agreement, in writing.

SECTION 6. No grievance shall be initiated after the close of the contract year in which the alleged grievance occurred, except that alleged grievances occurring in June may be instituted within thirty days after the close of the contract year in which the grievance is alleged to have occurred.

SECTION 7. Any disputes arising in the administration and/or interpretation of this Agreement will be first addressed through the procedures as set forth herein. Both parties agree that this provision shall be binding on their respective members. Further, both parties agree to mutually pay any or all costs resulting from violation of this section.

SECTION 8. Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through appointment of a board and through the procedures as provided under the Act.

SECTION 9. All practices, policy, customs and/or terms and conditions of employment beneficial to employees which are not specifically provided for elsewhere in this Agreement and which are the subject of mandatory negotiations shall remain in effect for the duration of this Agreement, unless mutually agreed to otherwise between the City and the Association. It is expressly understood by both parties that such past practices shall be only those in effect from the date of February 10, 1986. It is expressly understood by both parties that this clause shall not in any way apply to management's rights to administer the department.

ARTICLE 9 - DISCIPLINARY PROCEDURES

In lieu of Section 75 of the Civil Service Law, a disciplinary proceeding shall be brought in front of a neutral third party mutually selected by the parties from a list supplied by the New York State Public Employment Relations Board.

ARTICLE 10 - RETIREMENT

SECTION 1. The City agrees to provide the State non-contributory retirement plan for Police Officers generally termed the 1/60th non-contributory plan.

SECTION 2. The City agrees to provide for Police Officers a 25-year Retirement Plan at one-half pay.

SECTION 3. The City agrees in addition to the retirement benefits provided under Sections 1 and 2 above to provide for Police Officers the benefits provided under the provisions of subdivision F of Section 384 of the Retirement and Social Security Law as added by Chapter 1000 in the Laws of 1966.

SECTION 4. The City agrees in addition to the retirement benefits provided under Sections 1, 2 and 3 above to provide for Police Officers the following benefits under the New York State Policemen's and Firemen's Retirement System:

1. World War II veterans' service credit under Section 341, subdivision K.
2. Allowance for unused sick leave credit, Section 341, subdivision J.
3. Guaranteed ordinary death benefit under Section 360-B.
4. The twelve month final average salary provision for computation of retirement benefits under Section 302, subdivision 9 D.

SECTION 5. The City agrees, in addition to the retirement benefits provided under Sections 1, 2, 3, and 4 above, to provide for Police Officers the benefits under the New York State Policemen's and Firemen's Retirement System:

1. Twenty-year Retirement under Section 384-D.
2. Non-contributory improved career plan under Section 375-I.

SECTION 6. All employees who join the NYS Retirement System on or after January 1, 2010 will be covered by Tier V benefits and those who join on or after April 1, 2012 will be covered by Tier VI benefits. At anytime that the NYS Retirement System establishes a new Tier, any employee hired on or after that date shall be covered under the new Tier.

ARTICLE 11 - SELF-INSURANCE PROGRAM

- A. Effective July 1, 1992, and until otherwise mutually agreed through collective negotiations and/or Interest Arbitration, the City of Watertown shall provide Group Hospitalization, Surgical Insurance, and Major Medical Insurance under a Self-Funded Insurance Plan administered by a Third Party Administrator, which will be POMCO.
- B. All benefits, terms, conditions and coverages under the self-funded insurance plan shall, unless otherwise negotiated, duplicate each and every benefit, term, condition and coverage currently provided to the PBA through Blue Cross, Blue Select I, Option 4, with Enhancements, including all side letters thereto.
- C. A separate Account shall be established by the City specifically for the funding and administration of this self-insurance program.

This Account will consist of all deposits, interest, and withdrawals related to said Program, it being understood that interest earned will be credited to this Account.

The City has agreed to absorb, in the General Fund, all service charges and all wire transfer charges related to this Account.

The City agrees that all moneys in this Account will remain intact and be used for the sole purpose of the self-insurance Program. Unless otherwise negotiated, any surplus funds that may accumulate in this Account due to good claims experience will not be used to increase benefits or reduce premiums until a two (2) year evaluation period had passed.

D. The City agrees to charge a monthly premium equivalent to various appropriations and transfer funds on a monthly basis to the self-insurance Account. This monthly premium equivalent will be calculated per the following formula:

1. Multiply the number of family contracts x 2.24 (this factor is user to convert individual premium to family premium).
2. Add this to the number of individual contracts.
3. That equals the amount of covered lives.
4. Multiply # of covered lives x 12 = # of covered lives per year.
5. Divide the annual projected cost (which is projected claims for the year plus administrative fees plus stop loss coverages) by the # of covered lives per year.
6. That equals the monthly individual premium.
7. Multiply individual premium x 2.24 = monthly family premium.
8. If there is a reduction in the monthly premium equivalent, then the co-pay will be adjusted accordingly.

The PBA agrees that all references to 2.24 in Article 11 Section 4 will be changed to 2.88 if agreed upon by all of the remaining bargaining units.

- E. 1. Effective and retroactive to July 1, 2012, the Health Insurance Premium Payments shall be thirteen (13%) percent of the premium costs. Effective upon the date of the last signature on this contract, the Health Insurance Premium Payments shall be fourteen (14%) percent of the premium costs. Effective July 1, 2019 the Health Insurance Premium Payments shall be fourteen and one half (14.5%) percent of the premium costs. Effective July 1, 2020 the Health Insurance Premium Payments shall be fifteen (15%) percent of the premium costs.
2. Effective December 22, 2003, the duty to contribute to health insurance premiums, now and in the future, is in accordance with the following schedule:
- a. All employees hired on or before June 30, 1983, will not be required to make contributions toward premium costs of their individual or family coverage in their retirement.
 - b. All employees hired on or after July 1, 1983 shall be obligated to contribute while an active employee and throughout retirement toward the premium costs of their individual and family coverage, which shall be in the same amount that active employees are obligated to pay which has been the City's past practice.
3. That in consideration of the PBA's acquiescence to this Program, the City agrees that the Association shall have the unfettered right to seek the elimination of co-pay through Interest Arbitration.

F. An Insurance Review Advisory Committee will be established no later than July 1, 1992, which shall consist of eight (8) people:

two (2) from each of the three (3) unions
two (2) from the City of Watertown.

The purpose of this Advisory Committee shall be to review all activity of this self-insurance fund on no less than a quarterly basis, and to make recommendations to the respective unions and the City of Watertown, of any proposed conditions and changes of common interest. All such items of common interest will be addressed in the following manner:

1. Discussion by Advisory Committee
2. Upon majority vote by the Advisory Committee, said items will go to the unions' respective memberships for approval/disapproval.
3. Advisory Committees will meet again to discuss the various recommendations from the unions' memberships.
4. If there is unanimous consent of all three unions, such items go to the City Council, for approval.
5. If recommendations are rejected by the City Council, items of common interest will remain the same.

Nothing herein however shall preclude the PBA from addressing with the City, during negotiations for successor Contracts, issues of direct importance to the Association, and nothing herein shall preclude the PBA from pursuing said issues to and through PERB's Impasse Procedures, including Interest Arbitration; nothing herein shall supersede the PBA's sole and exclusive right to bargain for its members, in successor Contract negotiations, regardless of whether the other unions and/or the Advisory Committee agrees or disagrees with the PBA's demands, and nothing herein shall be deemed to be a waiver, by the PBA, of said right.

G. A Claims Appeal Committee shall also be established and shall consist of one (1) member from each union and two (2) members from the City, selected from within the Insurance Review Advisory Committee.

The purpose of the Appeals Committee shall be to review unresolved claims and determine whether or not it is a covered or a non-covered benefit.

An appeals procedure will be established by this Committee, and provided to all employees, in due course.

A majority vote of the Appeals Committee shall be final and binding on all matters within their jurisdiction.

This Committee will meet as often as necessary, but no less than once a month, if appeals are pending.

- H. The City of Watertown will not have access to or be entitled to review either an employee or any of his dependents' medical file / history / diagnosis / prognosis and/or records, without express written consent.
- I. Effective July 9, 1998, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of usual, customary and reasonable charges (UCR). In the event a unit member obtains covered medical services from a non-participating provider, reimbursement will be allowed for charges denied by the Claims Administrator in excess of \$1,500 per year only when balance billed by the provider. The enrollee must provide evidence of balance bill payments for the base \$1,500 and the amount over \$1,500 (which is eligible for reimbursement).
- J. Effective January 1, 2015, the co-pay for a retail 30-day prescription, a 30-day specialty prescription, and a mail-order prescription shall be \$10 for a generic, \$30 for a preferred brand, and \$50 for a non-preferred brand. Effective upon the date of the last signature on this contract the co-pay for a retail 30-day prescription or a 90-day mail-order prescription shall be \$10 for a generic, \$35 for a preferred brand, and \$60 for a non-preferred brand.
- K. Effective upon the date of the last signature on this contract, employees will be required to utilize mandatory mail order for maintenance drugs. Employees will be allowed to fill up to 90 days of a new prescription at retail before the mandatory mail requirements apply.
- L. Effective upon the date of the last signature on this contract, specialty drugs will be subject to a 10% co-insurance.
- M. Effective upon the date of the last signature on this contract, the parties agree that the pharmacy benefit manager will implement and maintain the drug formulary.
- N. The City offers a Section 125 payment plan for health insurance expenses for all unit members who contribute towards health insurance coverage. Effective December 22, 2003, Child Care expenses will also be included in this plan.
- O. For all employees hired on or after June 9, 1998, the City's obligation to pay the employees' share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.
- P. For employees hired after June 9, 1998, retirement medical insurance paid for by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option accept a cash payment of \$1,000 annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

- Q. Major Medical Deductible: There shall be a deductible of \$100 per person covered by the employee's plan; calculated and deducted based on 80/20 percent; total annual deductible shall be up to \$300 per family plan.
- R. Health Insurance Buy-Out: There shall be offered an annual buy-out of \$1,250 for employees opting out of an individual health plan; and an annual buy-out of \$2,500 for employees completely opting out of family coverage. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes. Payment of this annual buy-out will be made on a bi-weekly basis. Amounts paid for the Health Insurance Buy-out shall not be used in determining the employee's regular rate of pay.
- S. Medical Visit Co-pays: Effective January 1, 2017, co-payments for medical visits to participating providers shall be (\$15) dollars per visit. Co-payments for medical visits to non-participating providers shall be (\$30) dollars per visit. Effective July 1, 2019 co-payments for medical visits to participating providers shall be (\$20) dollars per visit. Co-Payments for medical visits to non-participating providers shall be (\$30) dollars per visit.
- T. Effective December 22, 2003, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of a 30-day limit on inpatient psychiatric and mandatory pre-certification of inpatient admissions.
- U. Deductibles: Effective January 1, 2016, the annual per person deductible shall be \$200. However, the maximum number of annual deductibles per calendar year for members of the same family is limited to three, for an annual family deductible of \$600. Effective upon the date of the last signature on this contract, the annual per person deductible shall be \$250. However, the maximum number of annual deductibles per calendar year for members of the same family is limited to three, for an annual deductible of \$750.

ARTICLE 12 - NOTICE OF CHANGE IN CONDITIONS

The City shall notify the Association at least seven days in advance of any change in working methods or conditions except when such change is unavoidable or required because of an emergency or major disaster.

ARTICLE 13 - SAFETY PROGRAM

An Advisory Safety Committee shall be established within the Police Department consisting of three persons appointed as follows:

1. One member appointed by the Watertown Police Benevolent Association, Inc.
2. One member appointed by the Police Chief
3. One member appointed jointly by the Police Benevolent Association and the Police Chief

The Committee shall review, study and make recommendations to the Police Chief and the City Manager on activities within the Department relating to safety, such as but not limited to vehicular safety, building safety and building security.

Periodic meetings shall be held by the Committee within regular work hours. The frequency of meetings shall be determined by the Committee. The suggestions of the Committee shall be stated in writing to the Police Chief for his review and for the consideration of the City Manager.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

SECTION 1. Police Officers shall not be required to pick up dead, sick, lost or stray animals in patrol cars.

SECTION 2.

- A. Effective July 1, 1990, the city implemented a Quarter Master System for the purchase and replacement of uniform items. Effective July 1, 1990 the City shall be responsible for purchasing initial uniform acquisition for new employees employed by the City Police Department.
- B. Effective July 1, 1992 the City shall provide to each full-time employee of the Plainclothes Division a Five Hundred Dollar (\$500 per year clothing allowance for the purchase and maintenance of his/her uniform, which shall be paid no later than the last pay check dated in July of each year.
- C. Effective July 1, 2015 the City shall provide to each full-time employee \$150 per year allowance for the purchase of shoes, which shall be paid no later than the last pay check dated in July of each year.
- D. Effective July 1, 2001, the uniform cleaning allowance of Five Hundred Dollars (\$500) has been incorporated into the Police Pay Schedules. Each employee shall be responsible to maintain his or her uniform in a suitable fashion. Non-compliance with this section shall be the determination of the Police Chief and shall be subject to appropriate disciplinary action.
- E. Uniform articles shall be replaced by the City if damaged in any way while in the course of duty, or for normal wear and tear.
- F. The City shall replace eyeglasses and dentures of Police Officers, lost or broken in the line of duty, upon approval of the Chief of Police.

SECTION 3.

- A. Except as provided under Paragraph B of this Section, all vacancies in the Department shall be filled from appropriate eligible lists as provided by the Watertown Civil Service Commission.

- B. The City, at its option, shall have the right to fill vacancies for the entry level position of Police Officer through transfers of Bureau of Municipal Police Certified, Civil Service Police Officers in accordance with Section 58 of the New York State Civil Service Law. Such transfers shall be for entry level positions of Police Officer only and shall not apply to supervisory positions covered under this Agreement. Vacancies for supervisory positions shall be filled from appropriate eligible lists as provided by the Watertown Civil Service Commission.

SECTION 4. It is agreed by and between the parties hereto that this Agreement may be reopened for the purpose of considering any new matters and issues which may arise during the life of the Contract.

SECTION 5. Within annual budget appropriations of the Police Department; the City agrees to pay tuition at the rate of one course per semester at an accredited college for any Police Officers taking police related training subjects in the event that Federal L.E.E.P. Funds are exhausted. In no event shall payment be made by the City for tuition for a course without approval prior to enrollment obtained from the City Manager.

SECTION 6. Correspondence from the Watertown Police Benevolent Association, Inc. to the City Manager shall be answered by the City Manager within ten days of its receipt.

SECTION 7. Both parties agree that this Contract constitutes the present entire Agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc. Amendment to this Agreement in written form shall be valid when agreed to by both parties and annexed to this Agreement.

SECTION 8. Should new or future revisions to the Disciplinary Rules of the Watertown Police Department become necessary, it is agreed that such revisions shall be accomplished through work of a committee made up of members from the Association and members appointed by the City Manager.

SECTION 9. Both parties agree that this Contract constitutes the full and entire agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc. No verbal statement or other agreement in whatever form except as an amendment to this Agreement specifically designated as an amendment thereto shall supersede or vary as the case may be, any provisions of this Contract. Any prior written or verbal commitments between the City and the Watertown Police Benevolent Association, Inc. or any individual employees in the bargaining unit is hereby superseded.

SECTION 10.

- A. Effective July 1, 1987 the City shall make available a five thousand dollar (\$5,000) bonus retirement plan for employees with the Department who have twenty (20) years of time in the New York State Police Retirement System. Every officer who reaches his or her twentieth year in the Retirement System shall also be entitled to take advantage of this five thousand dollar (\$5,000) bonus plan. For the purpose of the 1987-88 Fiscal Year, all employees who have twenty (20) or more years of time in the Police Retirement System shall be considered

to have twenty (20) years of time. The City shall provide a bonus schedule as follows:

First Year -	\$5,000
Second Year -	\$4,000
Third Year -	\$3,000

Employees hired on or after July 1, 2012 will not be eligible to receive this Retirement bonus.

- B. Police Officers who wish to participate in the bonus retirement plan must notify the City and the New York State Retirement System by January 1st of the calendar year. Police Officers who elect to participate in the bonus retirement plan and who notify the City by the first of the calendar year may not retire from active employment until after July 1st of the following fiscal year (July 1 through June 30).

SECTION 12. GML Section 207-c: The parties incorporate by reference the attached City of Watertown Section 207-c Procedures as negotiated between the parties hereto, during the course of negotiations for this agreement. Reference APPENDIX I.

SECTION 13. The parties agree to establish a joint advisory committee to review and streamline departmental rules and regulations.

SECTION 14. Deferred Compensation – Upon the completion of five years of service, individuals covered by this contract shall, annually, be entitled to sell up to twenty-four (24) vacation hours and sixteen (16) holiday hours and convert them into the City's 457 Plan.

SECTION 15. The parties agree to the immediate implementation of the City's Travel Reimbursement Policy, a copy of which has been included with this contract.

SECTION 16. Light Duty. From time to time the Department is in a position to accommodate requests for assignment to duties to be performed by persons who are, for various reasons, medically determined to be temporarily unable to perform the rigorous duties of a patrol officer. Such "light duty" positions are not guaranteed, and if available shall first be filled by those officers who are receiving benefits under Section 207-c of the General Municipal Law. At anytime, the assignment of a 207-c recipient to light duty may require the displacement of another officer who, for any number of reasons, may be temporarily disabled from the full performance of his or her duties and who had previously, at the direction of the Police Chief, been performing light duty.

The availability of light duty work shall be governed by the availability of work and budget constraints, and in the sole direction of the Police Chief.

ARTICLE 15 - COMPENSATORY LEAVE TIME

- A. Unit members may opt to earn compensatory leave time in lieu of overtime, as detailed below. Such compensatory leave time shall be earned and calculated at the overtime rate of 1.5 times regular pay. Members of the bargaining unit assigned to transfer to 12-hour shifts will not be eligible to earn compensatory time.

B. Officers entitled to compensatory time shall be permitted to continuously accumulate up to forty (40) working hours of compensatory leave time per year, to a maximum of 60 hours (40 x 1.5), per year. As time is taken, said totals may be replenished throughout the year on a rolling basis, but must be cashed out if not used by June 30 of each year. Such compensatory time shall be cashed out or paid at the salary rate in effect at the time it was actually earned. The granting of this time off shall be at the discretion of the Chief; and shall not generate additional overtime or 'pyramiding.' Subject to such constraints, approval of use of compensatory leave time shall not be unreasonably withheld by the Chief or his designee.

ARTICLE 16 - REQUIREMENTS OF STATE LAW

SECTION 1. "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

DATED: _____

CITY OF WATERTOWN, NEW YORK

BY: _____
Mayor

BY: _____
City Manager

DATED: _____

WATERTOWN POLICE BENEVOLENT
ASSOCIATION, Inc.

BY: _____
President

SCHEDULE A (8-HOUR SHIFTS)

CITY OF WATERTOWN

POLICE DEPARTMENT WAGE CHART

July, 1 2017

Annual Wage

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	52,572	54,997	57,536	60,212	63,017	65,958	
Police Detective	P8		60,212	63,017	65,958	68,792	71,753	
Police Sergeant	P10		65,958	68,792	71,753	74,885	78,163	81,604
Police Lieutenant	P14	73,487	76,637	79,946	83,421	87,068	90,900	94,924
Academy Pay Rate	P6AAA	45,593						

*Effective 7/1/2014: "G" step added to wage chart to replace the previously known "F+1" step used only for the Police Sergeant and Police Lieutenant assigned to the Criminal Investigation Division. When a Police Sergeant or Police Lieutenant is assigned to CID, he/she will move to the next step in their respective pay grade. The anniversary date for step increases will remain the date of promotion to the title of Police Sergeant or Police Lieutenant.

Hourly Wage

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	25.2750	26.4408	27.6615	28.9478	30.2964	31.7107	
Police Detective	P8		28.9478	30.2964	31.7107	33.0732	34.4968	
Police Sergeant	P10		31.7107	33.0732	34.4968	36.0025	37.5783	39.2327
Police Lieutenant	P14	35.3302	36.8448	38.4354	40.1061	41.8598	43.7018	45.6363
Academy Pay Rate	P6AAA	21.9198						

Longevity Table

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	350	0.1683	0.2524
After 12th Year	700	0.3365	0.5048
After 18th Year	1,050	0.5048	0.7572

SCHEDULE A (12-HOUR SHIFTS)

CITY OF WATERTOWN

POLICE DEPARTMENT WAGE CHART

July, 1 2017

Annual Wage

Title	Grade	A	B	C	D	E	F
Police Officer	P6	55,200	57,747	60,413	63,222	66,167	69,257
Police Sergeant	P10		69,257	72,232	75,341	78,629	82,072
Police Lieutenant	P14	77,161	80,469	83,943	87,591	91,422	95,444
Academy Completion Rate	P6AA	50,009					

Hourly Wage

Title	Grade	A	B	C	D	E	F
Police Officer	P6	25.2749	26.4407	27.6616	28.9478	30.2962	31.7109
Police Sergeant	P10		31.7109	33.0734	34.4970	36.0025	37.5786
Police Lieutenant	P14	37.0967	36.8446	38.4353	40.1059	41.8598	43.7017
Academy Completion Rate	P6AA	22.8981					

Longevity Table

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	350	0.1603	0.2404
After 12th Year	700	0.3205	0.4808
After 18th Year	1,050	0.4808	0.7212

SCHEDULE B (8-HOUR SHIFTS)

CITY OF WATERTOWN

POLICE DEPARTMENT WAGE CHART

July, 1 2018

Annual Wage

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	54,018	56,509	59,118	61,867	64,750	67,772	
Police Detective	P8		61,867	64,750	67,772	70,684	73,727	
Police Sergeant	P10		67,772	70,684	73,727	76,945	80,312	83,848
Police Lieutenant	P14	75,508	78,745	82,144	85,715	89,463	93,400	97,534
Academy Pay Rate	P6AAA	46,847						

*Effective 7/1/2014: "G" step added to wage chart to replace the previously known "F+1" step used only for the Police Sergeant and Police Lieutenant assigned to the Criminal Investigation Division. When a Police Sergeant or Police Lieutenant is assigned to CID, he/she will move to the next step in their respective pay grade. The anniversary date for step increases will remain the date of promotion to the title of Police Sergeant or Police Lieutenant.

Hourly Wage

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	25.9701	27.1680	28.4222	29.7439	31.1296	32.5828	
Police Detective	P8		29.7439	31.1296	32.5828	33.9827	35.4455	
Police Sergeant	P10		32.5828	33.9827	35.4455	36.9926	38.6117	40.3116
Police Lieutenant	P14	36.3018	37.8580	39.4924	41.2090	43.0109	44.9036	46.8913
Academy Pay Rate	P6AAA	22.5226						

Longevity Table

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	700	0.3365	0.5048
After 11th Year	1,050	0.5048	0.7572
After 16th Year	1,400	0.6731	1.0096
After 20th Year	2,000	0.9615	1.4423

SCHEDULE B (12-HOUR SHIFTS)

CITY OF WATERTOWN

POLICE DEPARTMENT WAGE CHART

July, 1 2018

Annual Wage

Title	Grade	A	B	C	D	E	F
Police Officer	P6	56,718	59,335	62,074	64,961	67,986	71,161
Police Sergeant	P10		71,161	74,219	77,413	80,792	84,329
Police Lieutenant	P14	79,283	82,682	86,251	90,000	93,936	98,069
Academy Completion Rate	P6AA	51,385					

Hourly Wage

Title	Grade	A	B	C	D	E	F
Police Officer	P6	25.9700	27.1678	28.4223	29.7439	31.1293	32.5829
Police Sergeant	P10		32.5829	33.9829	35.4457	36.9926	38.6120
Police Lieutenant	P14	38.1169	37.8579	39.4922	41.2088	43.0109	44.9035
Academy Completion Rate	P6AA	23.5278					

Longevity Table

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	700	0.3205	0.4808
After 11th Year	1,050	0.4808	0.7212
After 16th Year	1,400	0.6410	0.9615
After 20th Year	2,000	0.9158	1.3736

SCHEDULE C (8-HOUR SHIFTS)
CITY OF WATERTOWN
POLICE DEPARTMENT WAGE CHART
July, 1 2019

Annual Wage

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	55,503	58,063	60,744	63,569	66,530	69,636	
Police Detective	P8		63,569	66,530	69,636	72,628	75,754	
Police Sergeant	P10		69,636	72,628	75,754	79,061	82,521	86,154
Police Lieutenant	P14	77,584	80,910	84,403	88,072	91,923	95,968	100,216
Academy Pay Rate	P6AAA	48,135						

*Effective 7/1/2014: "G" step added to wage chart to replace the previously known "F+1" step used only for the Police Sergeant and Police Lieutenant assigned to the Criminal Investigation Division. When a Police Sergeant or Police Lieutenant is assigned to CID, he/she will move to the next step in their respective pay grade. The anniversary date for step increases will remain the date of promotion to the title of Police Sergeant or Police Lieutenant.

Hourly Wage

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	26.6843	27.9151	29.2038	30.5619	31.9856	33.4788	
Police Detective	P8		30.5619	31.9856	33.4788	34.9172	36.4202	
Police Sergeant	P10		33.4788	34.9172	36.4202	38.0099	39.6736	41.4202
Police Lieutenant	P14	37.3001	38.8991	40.5784	42.3423	44.1937	46.1385	48.1808
Academy Pay Rate	P6AAA	23.1420						

Longevity Table

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	700	0.3365	0.5048
After 11th Year	1,050	0.5048	0.7572
After 16th Year	1,400	0.6731	1.0096
After 20th Year	2,000	0.9615	1.4423

SCHEDULE C (12-HOUR SHIFTS)

CITY OF WATERTOWN

POLICE DEPARTMENT WAGE CHART

July, 1 2019

Annual Wage

Title	Grade	A	B	C	D	E	F
Police Officer	P6	58,278	60,966	63,781	66,747	69,856	73,118
Police Sergeant	P10		73,118	76,260	79,542	83,014	86,648
Police Lieutenant	P14	81,463	84,955	88,623	92,475	96,519	100,766
Academy Completion Rate	P6AA	52,798					

Hourly Wage

Title	Grade	A	B	C	D	E	F
Police Officer	P6	26.6841	27.9150	29.2039	30.5619	31.9854	33.4790
Police Sergeant	P10		33.4790	34.9174	36.4204	38.0099	39.6738
Police Lieutenant	P14	39.1651	38.8989	40.5783	42.3421	44.1937	46.1383
Academy Completion Rate	P6AA	24.1748					

Longevity Table

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	700	0.3205	0.4808
After 11th Year	1,050	0.4808	0.7212
After 16th Year	1,400	0.6410	0.9615
After 20th Year	2,000	0.9158	1.3736

SCHEDULE D (8-HOUR SHIFTS)
CITY OF WATERTOWN
POLICE DEPARTMENT WAGE CHART
July, 1 2020

Annual Wage

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	57,030	59,660	62,414	65,317	68,360	71,551	
Police Detective	P8		65,317	68,360	71,551	74,625	77,837	
Police Sergeant	P10		71,551	74,625	77,837	81,235	84,790	88,523
Police Lieutenant	P14	79,718	83,135	86,724	90,494	94,451	98,607	102,972
Academy Pay Rate	P6AAA	49,459						

*Effective 7/1/2014: "G" step added to wage chart to replace the previously known "F+1" step used only for the Police Sergeant and Police Lieutenant assigned to the Criminal Investigation Division. When a Police Sergeant or Police Lieutenant is assigned to CID, he/she will move to the next step in their respective pay grade. The anniversary date for step increases will remain the date of promotion to the title of Police Sergeant or Police Lieutenant.

Hourly Wage

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	27.4181	28.6827	30.0069	31.4023	32.8653	34.3995	
Police Detective	P8		31.4023	32.8653	34.3995	35.8774	37.4218	
Police Sergeant	P10		34.3995	35.8774	37.4218	39.0552	40.7646	42.5592
Police Lieutenant	P14	38.3258	39.9688	41.6943	43.5067	45.4090	47.4073	49.5058
Academy Pay Rate	P6AAA	23.7784						

Longevity Table

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	700	0.3365	0.5048
After 11th Year	1,050	0.5048	0.7572
After 16th Year	1,400	0.6731	1.0096
After 20th Year	2,000	0.9615	1.4423

SCHEDULE D (12-HOUR SHIFTS)

CITY OF WATERTOWN

POLICE DEPARTMENT WAGE CHART

July, 1 2020

Annual Wage

Title	Grade	A	B	C	D	E	F
Police Officer	P6	59,881	62,643	65,535	68,583	71,777	75,129
Police Sergeant	P10		75,129	78,357	81,730	85,296	89,030
Police Lieutenant	P14	83,704	87,292	91,060	95,018	99,173	103,537
Academy Completion Rate	P6AA	54,250					

Hourly Wage

Title	Grade	A	B	C	D	E	F
Police Officer	P6	27.4179	28.6826	30.0070	31.4023	32.8650	34.3996
Police Sergeant	P10		34.3996	35.8776	37.4220	39.0551	40.7648
Police Lieutenant	P14	40.2421	39.9687	41.6942	43.5065	45.4091	47.4071
Academy Completion Rate	P6AA	24.8396					

Longevity Table

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	700	0.3205	0.4808
After 11th Year	1,050	0.4808	0.7212
After 16th Year	1,400	0.6410	0.9615
After 20th Year	2,000	0.9158	1.3736

APPENDIX I - 207-c Procedures

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CITY OF WATERTOWN § 207-c PROCEDURES

Article I – Definitions:

(a) **Benefits.** The full amount of regular salary or wages, and the cost of medical treatment and hospital care necessitated by a disability arising from an injury sustained in the performance of an officer's duties or a sickness resulting from the performance of those duties payable to or on behalf of an eligible claimant pursuant to N.Y. General Municipal Law Section 207-c ("Section 207-c")

(b) **Claimant.** Any City of Watertown police officer applying for benefits under Section 207-c.

(c) **Disability.** The inability of a claimant to perform his/her duties as a police officer in the City of Watertown Police Department due to injuries sustained in the performance of those duties or due to sickness resulting from the performance of those duties.

(d) **Police Chief.** The Police Chief of the City of Watertown.

(e) **Administrator.** The individual or company designated by the City of Watertown as holding this title.

(f) **Business Days.** Monday through Friday, excluding holidays.

Article II – Construction, Separability, and Compliance:

(a) If any provision of these procedures shall be held wholly or partially invalid or inapplicable to any person or situation, all other provisions of these procedures shall nonetheless remain fully effective. Furthermore, any provisions held to be invalid with respect to any particular person or situation shall not serve to invalidate that provision with respect to other persons or situations.

(b) These procedures shall in no way be construed to limit or otherwise affect any requirements for receiving benefits that are not covered herein, whether those requirements are imposed by statute, regulation, or court decision.

(c) The failure of any claimant to comply with the provisions of Section 207-c and these procedures may result in the delay of approval or denial of benefits.

Article III – Application Procedures for Section 207-c Benefits.

(a) **Filing of Report of Accident and Medical Authorization.**

1. Within five (5) business days of an on-the-job incident causing injuries or within the same period of having been taken sick as a result of the performance of duties, an injured or sick police officer seeking Section 207-c benefits, or anyone acting on his or her behalf, shall file with the Police Chief: (a) a completed current form denominated as an "Employer's Report of Work-Related Accident or Occupational Disease" of the New York State Workers' Compensation Board; and (b) a signed, fully completed, HIPAA-Compliant Authorization for Release of Health Information as approved by the New York State Department of Health. The Police Chief shall, within an additional two (2) business days, forward the same to the City Manager's Office. The failure of the Police Chief to comply with this provision shall not be used to prejudice or curtail any of the claimant's rights under this Article.

2. The Employee's Report of Work Related Injury⁽¹⁾ serves as an incident report, and shall contain, as additional information, names and addresses of witnesses to any injury-causing incident.

3. Any Medical records provided to the City will be duplicated and provided to the police officer, at the City's expense, upon request.

4. The police officer or his or her representative shall be entitled to a receipt signed by the Police Chief upon the filing of the "Employer's Report of Work-Related Accident or Occupational Disease" form and authorization for release of health information described above.

(b) Payment of Benefits Prior to Determination of Eligibility.

1. If a police officer is disabled due to an alleged on-the-job incident and is thereby caused to miss work, and a form "Employer's Report of Work-Related Accident or Occupational Disease" and authorization for health information have been filed with the Police Chief within five (5) business days of the incident, the police officer will receive his or her benefits pursuant to Section 207-c, including regular salary and wages, from the first missed day of work. If a police officer or his or her representative have not filed the required Employee's Report of Work Related Injury and medical authorization within five (5) business days of the incident, the police officer will be considered to be on sick leave until such time as the Employee's Report of Work Related Injury and medical authorization are filed with the Police Chief.

2. If a police officer is ultimately determined to not be entitled to Section 207-c benefits, the City shall be entitled to recoupment of all Section 207-c benefits paid as set forth in Article VIII of these procedures.

3. Payment of a claimant's medical treatment and hospital care expenses shall not constitute an admission by the City of the claimant's eligibility for Section 207-c benefits.

(c) Preliminary Determination by Administrator.

1. Within fourteen (14) calendar days of submission of the Employee's Report of Work Related Injury and medical authorization to the Police Chief, the administrator shall issue a preliminary determination of eligibility in accordance with Article IV of these procedures. If the police officer's 207-c claim is preliminarily denied, then, within ten (10) days of receipt of the Administrator's preliminary determination, the police officer or any interested party on his or her behalf, may complete the claim for benefits (see Appendix A-4) form provided to the police officer by the Administrator with the preliminary denial letter (see Appendix A-3) and then may submit it and a Request for Reconsideration and Hearing (see Appendix A-5) to the Administrator.

2. If the claim for Section 207-c benefits is preliminarily accepted by the Administrator as a Section 207-c claim, then the police officer or his or her representative shall, within ten (10) days of receipt of the City's acceptance letter, complete and submit the application for 207-c benefits form (see Appendix A-4) provided with the preliminary acceptance letter.

3. The forms to be completed and submitted by the claimant, whether a claim is preliminarily denied, or accepted, shall be accompanied by the signed letter or certification of the police officer's treating physician that the claimed injury or sickness is causally related to the police officer's performance of duties. A completed current form known as "Doctor's Initial Report" of the NYS Workers' Compensation Board shall be sufficient for this requirement.

¹The filing of an Employee's Report of Work Related Injury form in support of a claim for benefits under Section 207-c as a report of accident shall not serve as an admission that an injury or illness is governed by Workers' Compensation in lieu of Section 207-c.

(d) Hearing Procedures.

1. Within thirty (30) calendar days of the police officer's submission of the Request for Reconsideration and Hearing and submission of a physician's certificate or letter or C-4 to the Administrator as provided for in the previous paragraph, a hearing date will be agreed upon between the parties. A police officer has the right to be represented by an attorney at the hearing. Unless impractical, the hearing will be held within sixty (60) days of the police officer's submission of the Request for Reconsideration and Hearing and submission of physician's certificate or letter or C-4.

2. The parties will select an independent hearing officer mutually agreed upon by the parties or their attorneys. If the parties cannot agree, then the parties shall jointly apply to PERB for a list of hearing officers from which a selection shall be made according to PERB rules.

3. Within thirty (30) calendar days of the closing of the hearing record, the hearing officer shall issue a written recommendation to the City Manager, based upon his or her findings of fact, limited to the police officer's eligibility to receive benefits under Section 207-c. Costs of the hearing shall be the sole responsibility of the City.

4. Within thirty (30) calendar days of receiving the hearing record, findings of fact and recommendation of the hearing officer, the City Manager shall make a final determination of the police officer's eligibility to receive benefits under Section 207-c. This final determination shall be in writing, and is reviewable pursuant to Article 78 of the CPLR.

5. If the police officer prevails in an Article 78 Proceeding challenging the City Manager's determination, he or she is entitled to reimbursement of attorneys' fees actually paid in prosecuting the proceeding, not to exceed the amount of the attorneys' fees paid to the City's attorneys for defending the proceeding. Each party is entitled to disclosure sufficient to insure the reasonableness of the attorneys' fees charged.

Article IV – Authorities and Duties of the Administrator.

(a) The Administrator shall have the sole and exclusive authority to make a preliminary determination as to whether a claimant is entitled to Section 207-c benefits. In making this decision, the Administrator shall examine the facts and circumstances of the case, evaluate the incident report and medical records provided pursuant to the claimant's authorization, and shall have the right to conduct an investigation to preliminarily determine whether the claim should be paid under Section 207-c.

(b) In making the preliminary determination, the Administrator shall have the authority to: (1) require the production of any book, document, or other record that pertains to the incident; (2) require the claimant to submit to one or more medical examinations at the City's expense; (3) require the attendance of the claimant to give a statement upon reasonable notice (claimant's counsel may be present); (4) require the claimant to sign HIPAA-compliant forms for the release medical information; and (5) employ any expert or specialist that may be helpful in reaching a determination upon a Section 207-c application.

Article V – Clothing Allowance/Vacation Days/Sick Leave/Line-up Pay.

(a) A Section 207-c eligible police officer shall have his or her clothing allowance prorated in that year for the time worked if the police officer is off duty for a total period greater than six (6) months.

(b) A Section 207-c eligible police officer's accumulated vacation days will be preserved, but no new days will be accumulated after six (6) months of disability. During the first six (6) months of disability, vacation days will accumulate only based upon time in service. A police officer on Section 207-c benefits shall be permitted to carry over all accumulated vacation days from one year to the next.

(c) Sick leave days will be preserved unless it is determined that the police officer is not entitled to Section 207-c benefits, at which time they will be applied to the City's recoupment of benefits paid as provided in Article VIII. There will be no sick leave day accumulation while a police officer is receiving Section 207-c benefits.

(d) A Section 207-c eligible police officer shall have his or her line-up pay prorated in that year for the time worked if that officer is off duty for a total period greater than six (6) months.

(e) The City will continue to provide individual/spousal/family healthcare coverage to officers who have been determined to be either injured in the performance of duty and/or taken sick as the result of the performance of duty for the duration of their disability, as long as the officer continues to contribute his/her portion of the premium should contribution be required.

Article VI – Medical Treatment, Reports and Payments.

(a) Medical Treatment. The City may require any recipient of Section 207-c benefits to be treated for his or her injury or illness by a physician or physicians appointed by the City for this purpose in accordance with Section 207-c(1).

(b) Medical Inspections. The City may, from time to time, require any claimant to submit to one or more examinations by a physician or physicians chosen by the City for this task, at City's expense.

Article VII – Light Duty Assignments.

Police officers may be assigned to light duty as provided in Section 207-c (3). Police officers will be given written notice of their assignment to light duty by the Police Chief. The Police Chief shall notify the City Manager when any employee of the Police Department is assigned to light duty.

Article VIII – Recoupment of Benefits Paid.

(a) The City shall be permitted to recoup Section 207-c benefits paid when no timely request for a hearing is made after the Administrator's preliminary determination denies Section 207-c eligibility. The City shall also be entitled to recoup Section 207-c benefits paid after a final determination by the City Manager that the police officer was not eligible for Section 207-c benefits and the police officer does not seek Article 78 review. Finally, recoupment will be

permitted against a police officer after an Article 78 Proceeding which is adverse to the police officer once all rights of appeal are exhausted or waived.

(b) The recoupment of lost wages will be first pursued through the police officer's sick leave unless the City agrees to an alternative at the City's sole discretion.

(c) If the police officer's sick leave is insufficient, then recoupment of lost wage benefits shall be sought through the police officer's vacation leave.

(d) If the police officer's sick leave and vacation leave are insufficient for recoupment of lost wage benefits paid, the City has a right to recoupment through the following garnishing techniques after demand for payment and no tender of payment is forthcoming from the police officer: (i) If the police officer is still employed by the City, up to 10% of their gross income may be garnished; (ii) For police officers who are about to retire, their "close out" pay will be used toward satisfaction of Section 207-c recoup obligations.

If the police officer is covered by the City's health insurance plan, recoupment of medical expenses shall first be sought from that plan. While the City is self-insured for health insurance, the City will accept a police officer's Section 207-c claim or Workers' Compensation Claim as notice for health insurance benefits purposes. If the City commences health insurance with a separate carrier, the parties agree that separate notice by the police officer to that carrier may be required.

Article IX – Changes in the Condition of a Section 207-c Recipient.

It is acknowledged that any Section 207-c recipient should notify the Administrator of any change affecting eligibility for benefits. To that end, the City may require certification by the 207-c recipient and his or her physician as frequently as every six (6) months that the recipient has been and continues to be disabled. If the City determines that any change of condition has occurred which enables the recipient to return to normal duties, and, if challenged, that determination is upheld, the recipient shall be liable to the City for all 207-c benefits received on or after the date of said change arose, which date shall be either the date of certification by the City's physician or the date it was proved to have arisen.

Article X – Right to Perpetual Review and Examination.

(a) Police officers receiving Section 207-c benefits shall submit to medical examinations and inspections as required by the City. The number, time, place and manner of the medical examinations or inspections shall be reasonable. The City shall pay all costs associated with attending any medical exam required by the Administrator. For purposes of calculating such costs, the police officer's residence shall be considered the City of Watertown.

(b) Based upon the medical examinations and inspections, or other factual information coming to the knowledge of the City, the City may require a hearing to determine the police officer's continued eligibility to receive Section 207-c benefits. The City shall notify the Section 207-c recipient by certified letter of its desire to hold such a hearing to contest continued eligibility or to otherwise change eligibility for Section 207-c benefits. The hearing shall be conducted by one of the Hearing Officers selected by the parties to hear claims for 207-c benefits, who shall make recommendations to the City Manager as outlined in Article III of this Agreement.

Article XI – Exclusivity of Procedures.

These procedures are the sole exclusive procedures for determining a police officer's eligibility for benefits under Section 207-c. As such, a police officer shall have no right to challenge decisions of the Administrator or City Manager regarding eligibility or continued eligibility for Section 207-c benefits under the grievance machinery included in any collective bargaining agreement to which the police officer or his or her collective bargaining representatives are a party.

Either party may file a grievance for a violation of these procedures. The scope of the arbitrator's authority will be solely to determine whether the procedures were complied with or violated.

City of Watertown

Reimbursement for Authorized Travel Expenses

Policy:

It is the intent of this policy is to establish procedures and guidelines governing the reimbursement for authorized travel expenses for all City of Watertown employees. All travel related expenses must be approved by the employee's Department Head prior to travel commencing.

Meal Allowance:

1. The City will provide reimbursement to an employee for meal expenses at the rates provided by the Federal General Service Administration's (GSA) Meals and Incidental Expense Breakdown. The rates listed in the GSA represent the actual reimbursement amounts that will be issued to employees; they do not represent a maximum. The location at which the meal was obtained will be used to determine the reimbursement rates according to the GSA schedule.
2. Meals which are included within the cost of an event will not be paid to an employee.
3. To be eligible for a breakfast reimbursement, travel must commence prior to 6:00am.
4. To be eligible for a dinner reimbursement, travel must extend beyond 7:00pm.
5. Any disputes about when an employee should have departed to training or should have returned from training, will be decided by the City Manager.
6. The City will not advance meal reimbursement. The City Manager has the authority to make an exception to this rule.
7. Employees will be required to complete the City's "Mileage and Expense Reimbursement for Travel" form to receive meal reimbursement.
8. The City reserves the right to pay the meal reimbursement in accounts payable or in the employee's paycheck upon receipt of the "Mileage and Expense Reimbursement for Travel" form.

Travel Reimbursement:

1. Travel shall be conducted using the most economical mode of transportation. Options such as use of a City fleet vehicle or use of a rental car should be weighed versus use of an employee's personal vehicle. The employee's Department Head has final authority to determine the mode of transportation to be used.
2. To minimize costs, City employees traveling to the same destination shall car pool whenever possible.
3. Employees using their own personal vehicle will be reimbursed for mileage at the IRS Standard Mileage Rate in force on the date of travel.
4. Mileage will be reimbursed for the most direct route of travel. Mileage will be calculated using the employees work location as the starting point of travel, unless the employee's departure location is closer to the destination than the work location.

5. Employees using a fleet vehicle will not receive mileage reimbursement. In most cases the City will provide a gas card which should be used to purchase fuel for the City vehicle. However, if an employee purchases fuel using their own method of payment, they will receive reimbursement for this expense when supported by a proper receipt.
6. Tolls and parking expenses will be reimbursed at the actual cost incurred by the employee when supported by a proper receipt. Traffic or parking tickets are the responsibility of the employee.
7. Towing or repair expenses incurred when an employee uses their own vehicle will not be reimbursed.
8. The City reserves the right to pay the travel reimbursement in accounts payable or in the employee's paycheck upon receipt of the "Mileage and Expense Reimbursement for Travel" form.

Lodging Allowance

1. Lodging accommodations shall be arranged in the most reasonable and economical manner. Whenever possible, the lodging accommodation will be at or below the rates established by the Federal GSA per diem lodging rate. The employee's Department Head has the final authority to determine the lodging provider to be used. The City will provide a City credit card for the reservation and purchase of the lodging.
2. Taxes on lodging in New York State are not reimbursable. Employees shall obtain and present the tax exemption certificate to the lodging provider.
3. When agreeable to both parties, employees shall share rooms. If an employee is accompanied by a spouse, the City will only be responsible for the single occupancy rate of the room.
4. Personal charges such as telephone calls, room service, alcohol, snacks, entertainment, etc. are the responsibility of the employee.
5. The City shall have the right to deduct from an employee's paycheck the expenses listed in item 4 that do not qualify as lodging expenses. Alternatively, the employee may reimburse the City directly for these non-qualifying expenses.

Res No. 8

January 7, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Intergovernmental Agreement Relative to Dog Control Services
With County of Jefferson

On December 17, 2018, the City Council approved Resolution No. 21, which authorizes the City Manager to execute an Intergovernmental Agreement with the County to provide a continued contractual service for Dog Control. The contract would run for a five-year period and would end on December 31, 2023. However, the Council approval was made contingent on the City, Towns and County entering into an MOU which would provide the City and interested Towns the ability to end the Agreement after one year provided a six-month notice was submitted to the County. The Agreement with the County would end after one year if the City, working with the Towns, would design a new acceptable Dog Control Service model that could provide a measured reduction in the cost of the service.

Subsequent to the December 21, 2018 Council action, the City Manager met with the County Administrator and Town Supervisor Moore (who represented the 14 Towns on numerous occasions). Unfortunately, an acceptable MOU could not be agreed to, and it appeared for a time that the City would begin providing Dog Control Services effective January 1, 2019.

However, shortly after the start of the new year, the City, County and Town Association agreed to a compromised three-year term for the new Agreement. Although the City was prepared to start its own Dog Control Service program on January 1, 2019, the three-year term of the new Agreement is being recommended at this time for the following reasons:

1. Although the Agreement still results in a major financial increase to the City (approximately \$50,000 each year), it was determined that to leave the program at this time would place a significant burden on the 14 Towns, as well as the County. Originally, the City had offered a straight two-year Agreement, which at the end of the two-year term, the City would leave and implement its own program (any Town interested would be welcome to join in

the new program). Therefore, the three-year compromise, although longer than what the City was interested in, seemed to offer a fair compromise.

2. During the next two-year period, it is anticipated that through a planned retirement, the County will be reviewing its Dog Control program and may be able to make certain adjustments that might affect the cost efficiency of the program. If this takes place, the city and towns might share in potential cost savings. However, if the City's annual cost remains at over \$150,000 annually, it is the intent of the City Manager's office to begin designing/developing a new Dog Control program prior to the end of the second year of the new contract. This will allow the City to officially advise the County and Towns of its intention to leave at the beginning of year two for an effective termination of the new contract at the end of the third year (December 31, 2021). Such termination of the Agreement would be done well in advance and would extend an offer to interested Towns who might be interested in participating with the City in a Dog Control Service Consortium.

Attached is a Resolution which officially voids Resolution No. 21 adopted on December 17, 2018 and authorizes the City Manager to execute the recommended new three-year Agreement.

RESOLUTION

Page 1 of 1

Approving Intergovernmental Agreement
Relative to Dog Control Services With
County of Jefferson

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS New York State Law requires the City of Watertown to provide the services of a Dog Control Officer and maintain a shelter for dogs, and

WHEREAS the City has the ability to contract with another municipal corporation to provide the services required by law, and

WHEREAS the City is entering into an Intergovernmental Agreement with the County to contract for Dog Control Services with a clear understanding that the said program is a County run and operated program, and

WHEREAS the City of Watertown has contracted its Dog Control Services from the County since 1999,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Intergovernmental Agreement Relative for Dog Control Services, a contractual agreement, for a term of three (3) years, a copy of which is attached and made part of this resolution, and

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

BE IT FURTHER RESOLVED that Resolution No. 21 adopted December 17, 2018, is hereby rescinded and is of no force and effect.

Seconded by

INTERGOVERNMENTAL AGREEMENT RELATIVE TO DOG CONTROL SERVICES

This sets forth an Agreement made the _____ day of _____, 2019, by and between the County of Jefferson (the "County"), with municipal offices located at 195 Arsenal Street, Watertown, New York 13601, and the City of Watertown (the "City"), with municipal offices located at 245 Washington Street, Watertown, New York 13601.

Recitals

Article 7 of the New York Agriculture and Markets Law requires the City to provide the services of a dog control officer and to maintain a shelter for dogs.

Under Section 115 of the New York Agriculture and Markets Law, the City may contract with another municipal corporation to provide the services required to be provided by the City.

The County has the authority, facilities and personnel to provide the required dog control services under contract with the City; to that end, it has successfully done so for twenty years, thus provided operational efficiencies and better overall service to all taxpayers within Jefferson County.

Both the City and County wish to extend the intermunicipal agreement for dog control services because it is in the parties best interest to do so.

Agreement

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

1. Term:

This Inter-Municipal Agreement shall be for a term of three (3) years, beginning on January 1, 2019 and ending on December 31, 2021.

2. Obligations of the County:

- a. The County shall provide the City with the dog control services required by Article 7 of the New York Agriculture and Markets Law and will enforce certain provisions of Chapter 81 of the Watertown City Code, Article I (Sections 81-1, 81-5.1, 81-6, 81-9 and 81-13), Article IA and Article IV, as may be amended, and is hereby included in Addendum A.
- b. The County shall provide and maintain a shelter for seized dogs; will properly care for all dogs in such shelter; will make available for adoption seized dogs not redeemed as provided for in the City Code and when required will make necessary arrangements to humanely euthanize. The shelter shall at all times during the term of this Agreement be under the care and charge of the County and shall be open to the public at reasonable hours.
- c. The County shall adhere to all provisions of Article 7 regarding the seizure, holding, care, redemption and disposition of seized dogs, and will keep all records required by New York Agriculture and Markets Law.
- d. The County shall collect and retain all impoundment fees; the County shall establish

shelter redemption and adoption fees when deemed appropriate.

- e. Enumeration services will be provided annually, with approximately one half of the city being done each year. The Dog Control Office shall notify the City Clerk in advance of the provision of these services.
- f. The County shall maintain complete financial records concerning the operation of the dog shelter and its dog control services. The County shall submit an annual program report to the City on or about January 31st of the following year.
- g. The City hereby authorizes the County Dog Control Officer to prosecute actions arising under Section 118 (1) of the Agriculture and Markets Law as violations under the Penal Law. The County will prepare all paperwork necessary for the prosecution of violations of the City Code, and the County's dog control officers will cooperate with the City Attorney for those prosecutions.
- h. The County shall report to the City every 30 days, in a clear and legible manner, the name, address and contact number of City residents responsible for adopting a dog from the County shelter.
- i. The County shall be responsible for removing all dog carcasses from public property within the City.
- j. The County shall investigate the status of an unlicensed dog, as documented in the City's monthly report, and will provide to the City a monthly report which includes the status of the dog, the attempt(s) to contact the owner, and the issue of an appearance ticket, if required.
- k. Inclusive of Dog Control Services is coverage within the City after normal office hours. The nature of such services is hereby included in Addendum B.

3. Obligations of the City:

- a. Prior to the adoption of any amendments to Chapter 81 of the Watertown Municipal Code, the City will notify the County. A copy of Chapter 81 of the Watertown Municipal Code as included in Addendum A.
- b. The City shall remit \$145,000 to the County for 2019 services in the City's Fiscal Year 2019-2020. In subsequent years, the amount the City pays will be adjusted by the C.P.I.
- c. In addition to the money described in sub-paragraph b, the City shall remit to the County, on a monthly basis, a portion of all license fees collected by it in the preceding month equal to \$2.50 per dog.
- d. The City will be responsible for its fair share of annual capital costs incurred for the Dog Control Program as defined as its percentage of licensed dogs to the total for the year.
- e. The City shall be responsible for the removal and disposition of animal carcasses on City-owned property and private property if owner so requests and City is

willing to do so.

- f. The City shall remit to the County on a monthly basis, a report of owners whose dog's license has expired.

4. Severability:

If any portion of this Agreement is determined to be invalid by a Court of Law, such invalidity shall not render invalid any remaining portions of this Agreement.

5. Obligation Limited to Funds Available:

The County shall provide the services herein agreed upon within the confines of the funds available therefor and no funds shall be raised by taxation by the County to finance said dog control program.

6. Amendment and/or Modification:

The parties hereto agree that this agreement may be revised, amended and/or modified only in writing, signed by all parties and attached hereto.

7. Termination:

This agreement may be terminated by either party at the end of 2021 by the giving of notice in writing at least six months prior to the end of said calendar year, said six month period to commence on the day of mailing of said notice.

8. No Waiver:

In the event that the terms and conditions of this agreement are not strictly enforced by the County, such non-enforcement shall not act 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.

9. Compliance With All Laws:

The County agrees that during the performance of the work required pursuant to this agreement, the County and all employees working under its direction and within the scope of employment shall comply with all applicable federal, state, and local laws, ordinances, rules, and/or regulations controlling or limiting in any way the performance of the work required by this agreement. Any and all provisions required by law to be incorporated into this agreement shall be deemed to be inserted herein, and this agreement shall be read and enforced in conformance with such provision(s).

10. Right of County to Subcontract Services:

The County retains the right to subcontract for veterinarian, euthanising and cremation services or any other services not enumerated and/or otherwise required under this Agreement.

11. Choice of Law:

This agreement shall be governed by and under the laws of the State of New York. In the event of a dispute between the parties under this agreement, venue for resolution of such dispute shall be the

County of Jefferson, New York.

12. Notices:

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may be designated hereafter in writing by either party:

Notice to the County:

County Administrator's Office
195 Arsenal Street
Watertown, NY 13601

Notice to the City:

City Manager's Office
245 Washington Street
Watertown, NY 13601

13. Extent of Agreement:

This agreement constitutes the entire integrated agreement between and among the parties hereto.

All of the above was established by the following signatures authorized by the respective parties.

Dated: _____

The City of Watertown

By: _____

Dated: _____

The County of Jefferson

By: _____

Addendum A: Chapter 81 of Watertown Municipal Code

§ 81-1 **Licensing.** [Amended 12-6-2010 by L.L. No. 4-2010]

No person shall own or harbor a dog except as provided herein.

- A. All dogs in the City of Watertown, unless otherwise exempted, must be licensed with the City Clerk by the age of four months, have license tags, and are required to present a current certificate of rabies at the time of licensing or the renewal of an existing license. Dogs of any age which are held at a shelter, pursuant to a contract or agreement with the County of Jefferson or a duly incorporated society for the prevention of cruelty to animals, humane society or dog protective association do not have to be licensed.
- B. Any dog harbored within the City of Watertown which is owned by a resident of New York City or licensed by the City of New York, or which is owned by a nonresident of New York State and licensed by a jurisdiction outside the State of New York, shall for a period of 30 days be exempt from the licensing and identification provisions of this section.
- C. All dog licenses shall be for a period of one year and will expire at the end of the month one year from the date of issue. Municipal identification tags will be issued by the City Clerk.
- D. Fees for licensing dogs. Fees and charges for spayed or neutered dogs and for unspayed or unneutered dogs shall be as established at least annually by the Watertown City Council through a budget resolution that adopts a City Fees and Charges Schedule. Said schedule shall be available to the public at the office of the Watertown City Clerk.
[Amended 8-15-2016 by L.L. No. 2-2016]
- E. Enumeration fee. When, and if, the City Council determines the need for a dog enumeration, a fee of \$5 will be assessed to all dogs found unlicensed, or upon license renewal, at the time the enumeration is conducted.
- F. Purebred/kennel license. The City of Watertown will not be issuing purebred or kennel licenses. All dogs will be licensed individually as per fee system stated above.
- G. Service dogs. The City of Watertown will issue exempt license(s) for any guide dog, service dog, hearing dog, detection dog, search dog, working dog or therapy dog upon presentation of a current certificate of rabies.
- H. The City of Watertown does not authorize the licensing of dogs by a shelter.
- I. All dog licenses and municipal identification tags may be purchased by visiting the City Clerk's office or by regular mail. If licensing or renewing a license by mail, the appropriate fee must accompany the forms. There will be no refund of fees.
- J. All fees will be used in funding the administration of this chapter.

§ 81-5.1 **Removal of feces.** [Added 4-2-1990]

An owner or person having custody of any dog or any other animal shall not permit said dog or any other animal to defecate on any school ground, public street, alley, sidewalk, tree bank, park or other public grounds or on any private property within the City, other than the premises of the owner or person having custody of said dog or other animal, unless said defecation is removed immediately.

§ 81-6 **Running at large.** [Added 8-28-1962]

- A. An owner of a dog or dogs shall not permit such dog or dogs, whether licensed or unlicensed, to become a public nuisance.
- B. A dog shall be presumed to be a public nuisance if it shall:
 - (1) Consistently or persistently bark or howl or whine or snarl or growl.
 - (2) Cause personal injury.
 - (3) Cause damage to personal property.
 - (4) Transport trash or create impairment of lawns, hedges, flower beds and gardens on property other than of the owner or of anyone having the dog in custody.
 - (5) Persistently bark or chase or growl or snarl at pedestrians who are using the sidewalks while the dog is on the property of the owner or harborer.
 - (6) Roam with one or more other dogs in a pack.
 - (7) Be in the habit of chasing or barking at automobiles, bicycles, motorcycles and/or minibikes. [Amended 8-13-1974]
 - (8) A female dog in time of heat running at large.
 - (9) Kill other animals, except rats and mice.
 - (10) Be off its owner's or keeper's premises without a leash. [Amended 8-13-1974]

§ 81-9 **Impounding of animals.** [Added 8-28-1962; amended 5-21-1984; 4-2-1990]

It is the duty of the Dog Control Officer to seize and impound:

- A. All vicious and dangerous dogs.
- B. All dogs running at large.
- C. Any dog which is not identified and which is not on the owner's premises.

D. Any dog which is not licensed, whether or not on or off the owner's premises.

§ 81-13 Applicability. [Added 8-28-1962]

- A. This Article shall not apply to a dog owned by a nonresident while passing through the City of Watertown nor to dogs brought into the City of Watertown for a period not exceeding 15 days, if entered in any exhibition at any dog show therein and confined and in immediate charge of the exhibitor or a dog commonly known as a "Seeing Eye" dog while guiding its master.
- B. This Article shall not apply to dogs actually confined to the premises of incorporated societies devoted to the care of hospital treatment of lost, strayed or homeless animals or confined to the premises of public or private hospitals devoted to the treatment of sick animals.

Addendum B: After Hours Coverage

A Dog Control Officer is on call each night of the week after regular business hours Monday through Sunday. This is done by a pager system commencing when the office closes until the next day when the office is opened.

Jefferson County Dispatch pages the officer on duty after hours. Examples of activities Dog Control responds to include:

1. Pick up and care for injured dogs that are without owners being found at the time of the call.
2. Dangerous dogs actively pursuing people or when someone has been bitten and it is unknown as to where or who the dog belongs to.
3. Any other call that requires immediate attention that involves public safety to include the following:
 - a. DWI arrest, where they have a dog(s) in a vehicle
 - b. House fires, with dogs involved
 - c. Cruelty cases where emergency action is required
 - d. Motor vehicle accidents where dog(s) are inside the vehicle
 - e. Dead dogs in a public place
 - f. Drug (arrests) busts

Res No. 9

January 7, 2019

To: City Council Members

From: Joseph M. Butler, Jr., Mayor

Subject: Appointment to Fill Unexpired Term of City Council Seat,
Sarah V. Compo

With the recent vacancy created on the City Council by Council Member Walczyk's resignation, this office has received letters and resumes from interested citizens expressing a desire to serve on the City Council to fill his remaining term.

City Council has reviewed all resumes and after careful consideration, wish to appoint Sarah V. Compo.

A resolution is attached.

RESOLUTION

Page 1 of 1

Appointment to Fill Unexpired Term of
Vacant City Council Seat, Sarah V. Compo

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS there is a vacancy on the City Council of the City of Watertown by reason of resignation of Mark C. Walczyk, and

WHEREAS this Council pursuant to law in such cases made and provided, is authorized to fill such vacancy,

NOW THEREFORE BE IT RESOLVED that Sarah V. Compo is hereby appointed as Council Member to fill the vacancy created by the resignation of former Council Member Mark C. Walczyk for a term which will run to and expire on December 31, 2019.

Seconded by

Public Hearing – 7:30 p.m.

December 19, 2018

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Changing the Approved Zoning Classification of 114 Dorsey Street,
Parcel Number 9-12-116.000, From Residence B to Commercial

A request has been submitted by Rejean Roux for the above subject zone change request. The Planning Board reviewed the request at its December 4, 2018 meeting and adopted a motion recommending that City Council approve the zone change request as submitted.

Attached is the zone change application, a Staff Report on the request prepared for the Planning Board and an excerpt from their meeting minutes.

The City Council has scheduled a public hearing on the zone change request for 7:30 p.m. on Monday, January 7, 2019. After the public hearing, the City Council must approve the SEQRA resolution before voting on the attached ordinance.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to read "R. Finn", is written over the text of the action item.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of 114 Dorsey Street, Parcel Number 9-12-116.000 from Residence B to Commercial

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Introduced by

Total

Council Member Cody J. Horbacz

BE IT ORDAINED where Rejean Roux, has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of 114 Dorsey Street, Parcel Number 9-12-116.000 from Residence B to Commercial, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its December 4, 2018 meeting and adopted a motion recommending that City Council approve the zone change, and

WHEREAS the Jefferson County Planning Board reviewed the application at its meeting on November 27, 2018, pursuant to General Municipal Law Section 239-m, and adopted a motion that the project does not have any significant County-wide or inter-municipal issues and is of local concern only, and

WHEREAS a public hearing was held on the proposed zone change on January 7, 2019, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zone change according to the requirements of SEQRA, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 114 Dorsey Street, Parcel Number 9-12-116.000, shall be changed from Residence B to Commercial District, and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect the zone change, and

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or otherwise printed as the City Manager directs.

Seconded by Council Member Mark C. Walczyk



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7740 – FAX: 315-785-7829

TO: Planning Board Members

FROM: Michael A. Lumbis, Planning and Community Development Director

SUBJECT: Zone Change – 114 Dorsey Street

DATE: November 29, 2018

Request: To change the approved zoning classification of 114 Dorsey Street, Parcel Number 9-12-116.000 from Residence B to Commercial

Applicant: Rejean Roux

Owner(s): Rejean Roux

SEQRA: Unlisted

County review: Yes

Comments: The applicant is requesting a zone change in order to create uniform zoning with the adjacent parcels on Arsenal Street. A map of the proposed zone change, prepared by City GIS Staff, is attached for your review.

If the zone change is approved, the applicant intends to submit a subdivision application to the Planning Board to subdivide the rear portion of the subject parcel, sell it and combine it with 1015 Arsenal Street. The owner of 1015 Arsenal Street would then commercially develop the newly configured property. If the rear of the parcel was subdivided and sold without the zone change, the commercial use would not be allowed on the rear of the parcel and an assemblage would create a split-zoned parcel.

Other than indicating that the property would be developed commercially, the applicant has not indicated the future plans for the assembled parcels. The Planning Board may wish to have the applicant elaborate on the plan for the commercial use, to ensure that it is compatible with zoning.

Land Use Plan: The City's adopted Land Use Plan designates the entire block bordered by Arsenal Street, Dorsey Street, Duffy Street and Glen Street for Commercial use. Therefore, the

proposed zone change would be consistent with the Land Use Plan. A copy of the Land Use Plan for this area is included for your review.

Future Requirements: It should be noted that Section 310-59 of the Zoning Ordinance requires landscaped buffer zones in areas where any use in nonresidential districts abuts any land in a residential district. Section 310-59 also requires that in a Commercial District, each use (including parking) must include a 15-foot landscaped buffer in any required front yard and 5-foot landscaped buffers in all required rear and side yards. A new commercial use for 1015 Arsenal Street and the rear portion of 114 Dorsey Street would be required to obtain site plan approval for the project and meet the landscaping requirements of Section 310-59.

SEQR: The applicant submitted a State Environmental Quality Review (SEQR) Short Environmental Assessment Form (EAF) as part of the application for the zone change. The City Council, as the lead agency, will complete Part 2 of the EAF.

cc: City Council Members
Justin Wood, City Engineer
Benjamin Arquitt, Civil Engineer I
Rejean Roux, 18183 Hickory Lane, Watertown, NY 13601

Legend

-  REQUESTED ZONE CHANGE
-  RIVER DEVELOPMENT DISTRICT
-  DOWNTOWN CORE OVERLAY
-  Open Space and Recreation
-  DOWNTOWN
-  RESIDENCE A
-  RESIDENCE B
-  RESIDENCE C
-  WATERFRONT
-  LIMITED BUSINESS
-  NEIGHBORHOOD BUSINESS
-  COMMERCIAL
-  HEALTH SERVICES
-  LIGHT INDUSTRY
-  HEAVY INDUSTRY
-  PLANNED DEVELOPMENT



**CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT**



ROOM 305B, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601

TEL: (315) 785-7793

Drawn By: V.Brink

Date: 11/20/2018

Requested By: G. Urda

Date: 11/20/2018

Scale: As Noted

Map Number: 09-12

Revision:	Description of Revision:	Date:	By:



Project: **ZONE CHANGE MAP**
(Residence B to Commercial)

Title: **114 Dorsey Street**
(9-12-116.000)

Legend

- REQUESTED ZONE CHANGE
- Annexed
- City Center
- Commercial
- Drainage
- Health Services
- High Density Residential
- Industry
- Limited Office
- Low Density Residential
- Medium Density Residential
- Neighborhood Business
- Office/Business
- Public and Institutional Services
- Riverfront Development

15	114
9	
	120
	124
	130
1	
7	
	136
143	



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT

ROOM 305B, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601

TEL: (315) 785-7793
EMAIL: gis@watertown-ny.gov

Drawn By:
Date: 11/28/2018
Approved By:
Date:
Scale: 1 inch = 100 feet
Map Number: XX-XX

Revision:	Description of Revision:	Date:	By:



Project: ZONE CHANGE MAP
(Residence B to Commercial)

Title: 1987 Land Use Plan
114 Dorsey Street
(9-12-116.000)

PAT A. STORINO
PROFESSIONAL LAND SURVEYOR
storinosurveying@twcny.rr.com

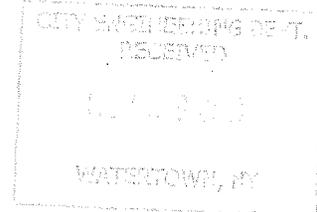
WATERTOWN, N.Y. 13601
TELEPHONE (315) 408-6555

November 12, 2018

17972 NORTH ADAMS HEIGHTS
ADAMS, N.Y. 13605
TELEPHONE (315) 232-4068

"HONORABLE MAYOR AND CITY COUNCIL"

Engineering Department, Room 305
245 Washington Street
Watertown, NY 13601



Re: Zone Change for 114 Dorsey Street

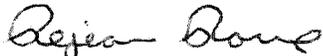
To Whom it may concern:

I am the owner of a residential lot known as 114 Dorsey Street and designated as Tax Parcel No. 912116 on the City of Watertown Assessment Maps.

I have attached with this submittal a current Tax Map of the area and also a survey plat of the subject parcel and surrounding parcels of land noted as Drawing No. 1. The subject parcel of land is currently zoned Residence B. I would like to have this parcel (114 Dorsey Street) rezoned to be within the Commercial District. You will note on the attached Tax Map and Survey Plat that the parcels of land adjacent to the north line and west line are currently within the Commercial District. It is my understanding in talking with my surveyor, Pat Storino, that Mike Lumbis, the Planning and Community Development Coordinator, indicated to him that this Zone change would be consistant with the Comprehensive Plan from the 1980's. If this Zone change is approved, it is my intent to submit a subdivision plan to the City of Watertown Planning Board for their consideration. I have also attached a Proposed Subdivision Plat noted as Drawing No. 2 which depicts that proposal. I would subdivide Parcel A as shown, Parcel B as shown from 122 Dorsey Street which I own and Parcel C (1008 Glen Street) which I also own. The interested party (John Bellanger) who owns Parcel D known as 1015 Arsenal Street would combine that parcel with Parcel A. He would also be combining Parcel B with Parcel C (1008 Glen Street). It is with this thought in mind that you approve this Zone Change as submitted.

If you have any questions or concerns, please feel free to contact me at (315)783-0818 or my surveyor Pat Storino at (315)408-6555. Thank you for your time and consideration.

Respectfully yours,

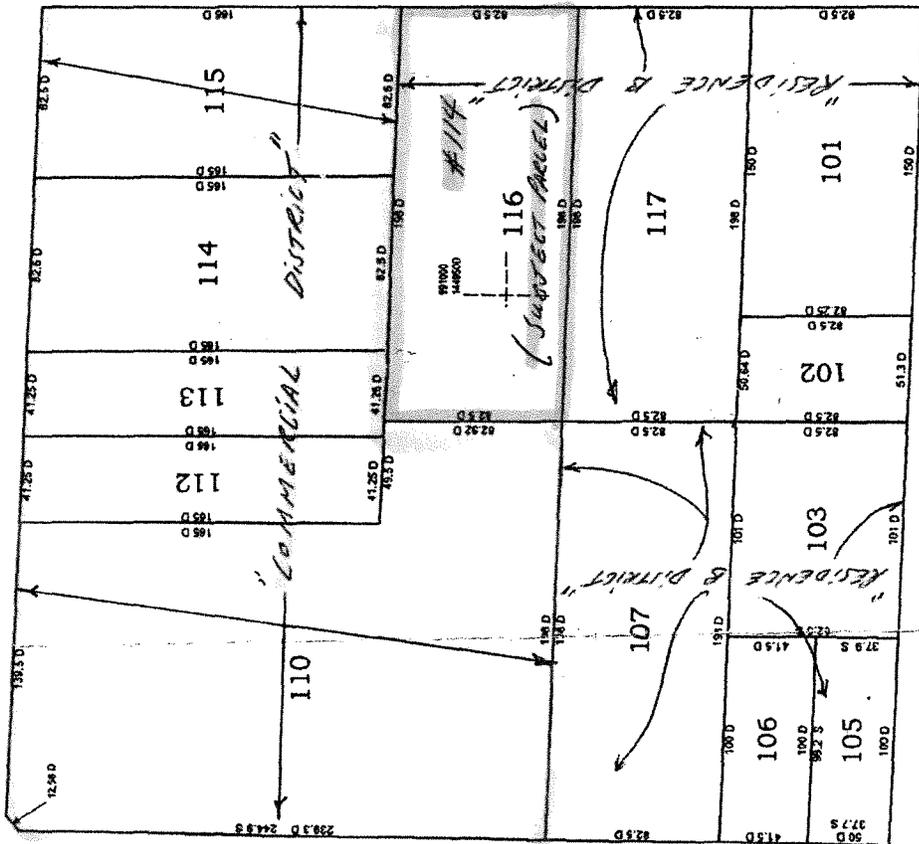

Rejean Roux

1000

ARSENAL STREET

DUFFY ST

100



09-14

DORSEY ST

100

09-13

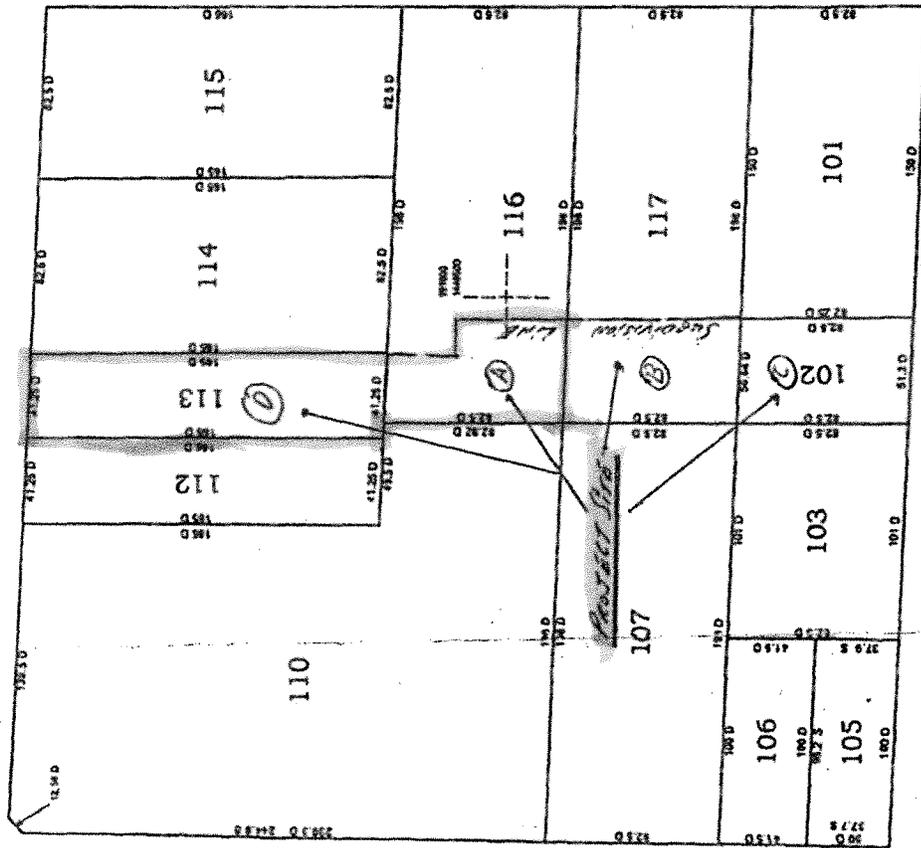
1000 GLEN ST

09-11

1000

ARSENAL STREET

STREET



DUFFY ST

DORSEY ST

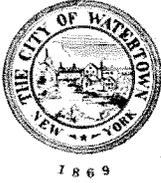
100

1000 GLEN ST

09-14

09-13

09-11



CITY OF WATERTOWN, NEW YORK

CITY PLANNING BOARD
ROOM 304, WATERTOWN CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7740

MEETING: December 4, 2018

PRESENT:

Larry Coburn, Chairperson
Michelle Capone
Neil Katzman
Linda Fields

ABSENT:

Katerina Dermody
Kerry Johnson

ALSO:

Michael Lumbis, Planning and Community
Development Director
Jennifer Voss, Senior Planner
Michael DeMarco, Planner
Geoffrey Urda, Planner
Benjamin Arquitt, Civil Engineer I

The December 4, 2018 Planning Board Meeting was called to order at 3:02 p.m. by Planning Board Chair, Larry Coburn. Mr. Coburn then called for a reading of the Minutes from the October 26, 2018 Planning Board Meeting. Ms. Fields made a motion to accept the minutes as written. Mr. Katzman seconded the motion and all voted in favor.

**ZONE CHANGE – 114 DORSEY STREET – PARCEL # 9-12-116.000
RESIDENCE B to COMMERCIAL**

The Planning Board then considered a request submitted by Rejean Roux to change the approved zoning classification of 114 Dorsey Street, Parcel Number 9-12-116.000 from Residence B to Commercial.

Patsy Storino, Licensed Land Surveyor, attended to represent the request.

Mr. Storino said that Mr. Roux could not attend the meeting and that he was attending to represent Mr. Roux's request. Mr. Storino began by identifying the block defined by Dorsey, Arsenal, Duffy and Glen Streets on the map in relation to the subject parcel. Mr. Storino then said that Mr. Roux owned the subject parcel, as well as four other contiguous parcels on the same block of Dorsey Street and Glen Streets, which he proceeded to identify on the map.

Mr. Storino then identified the red area on the map that fronted Arsenal Street as a Commercial Zoning District. He then said that he had spoken with Mr. Lumbis on the matter, and noted that while there was no Comprehensive Plan in the City, there was an adopted Land Use

Plan in 1987 that recommended the subject parcel, as well as the block identified above, for commercial use.

Mr. Storino then introduced John Bellanger, who owned 1015 Arsenal Street, a narrow parcel that bounds the subject parcel on the northern side. Mr. Coburn then asked if Mr. Storino could elaborate on the proposed use of the property. Mr. Storino replied that Mr. Roux would like to subdivide the subject parcel following the proposed zone change, and sell a sector to Mr. Bellanger, who would then assemble the separated rear piece with his 1015 Arsenal Street, which he would use for parking. Mr. Storino continued that Mr. Roux also planned to execute a series of subdivisions and assemblages to the south, with the end goal of adding depth to 1008 Glen Street (also owned by Mr. Roux), and making it more marketable as a potential residential parcel.

Mr. Bellanger then said that the parcel he owned was very thin, and that acquiring a portion of Mr. Roux's land would make ingress and egress easier. He said he had already approached his neighbors on Arsenal Street and they had no interest in selling, so the only thing he could do was go further back. Mr. Storino then illustrated the proposal to Mr. Coburn, Ms. Fields and Mr. Katzman on a smaller map.

Ms. Capone then referenced an email that Staff received from the owners of a nearby residential property who opposed the proposed zone change. Ms. Capone asked if the authors' residential property was zoned commercial and Ms. Voss replied in the affirmative.

Mr. Coburn then said that for the sake of understanding, everyone should note that when any land in a non-residential district abuts land in a residential district, the Zoning Ordinance requires a landscaped buffer on the commercially zoned property. This requirement would apply to the subject parcel if it became part of a Commercial District, including the section that Mr. Bellanger wished to acquire for parking. Mr. Bellanger replied that he used to own 909 Arsenal Street and was familiar with the requirement.

Mr. Coburn then asked if there were any questions, and hearing none, he asked if there was a motion. Ms. Fields then moved to recommend that City Council approve the request submitted by Rejean Roux to change the approved zoning classification of 114 Dorsey Street, Parcel Number 9-12-116.000 from Residence B to Commercial.

Mr. Coburn seconded the motion and all voted in favor.

Mr. Lumbis then said that the City Council would schedule a public hearing for Monday, January 7, 2019 and that Staff would send a letter to the applicant to that effect.

**SPECIAL USE PERMIT
518 PINE STREET- PARCEL # 10-10-120.000**

The Planning Board then considered a request submitted by Michael Ablan of Genuine Homes, LLC for a Special Use Permit to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000.

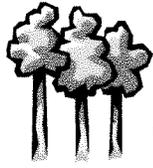
December 26, 2018

To: Richard M. Finn, City Manager
From: Michael J. DeMarco, Planner
Subject: City of Watertown – Tree Watertown Annual Report

The City of Watertown's Street Tree Advisory Board, Tree Watertown, was hard at work throughout 2018 with multiple projects and continued dedication to beautifying Watertown's streets, parks and playgrounds. In an effort to keep the City Manager's Office and City Council abreast on tree related initiatives, the advisory board has supplied the City with the Tree Watertown 2018 Annual Report for review.

ACTION: City Manager recommends Council receive and accept the report.

A handwritten signature in black ink, appearing to be "R. Finn", is located to the right of the ACTION line. The signature is written in a cursive, flowing style.



Tree Watertown

1145 Boyd Street, Watertown, New York 13601

Phone - (315) 785-6850

December 10, 2018

The Honorable Mayor and City Council
City of Watertown, New York

Dear Council Members:

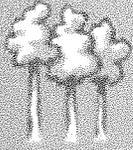
Attached for your review is *Tree Watertown's 2018 Annual Report* which outlines the activities of Tree Watertown from December 2017 through November 2018. As the City's Street Tree Advisory Board, Tree Watertown conducted or was involved with numerous educational efforts throughout the year including our annual Arbor Day celebration as well as spring and fall tree planting projects.

Thank you for your continued support of Tree Watertown and the City's urban forest. If you have any questions about the Annual Report, please let me know.

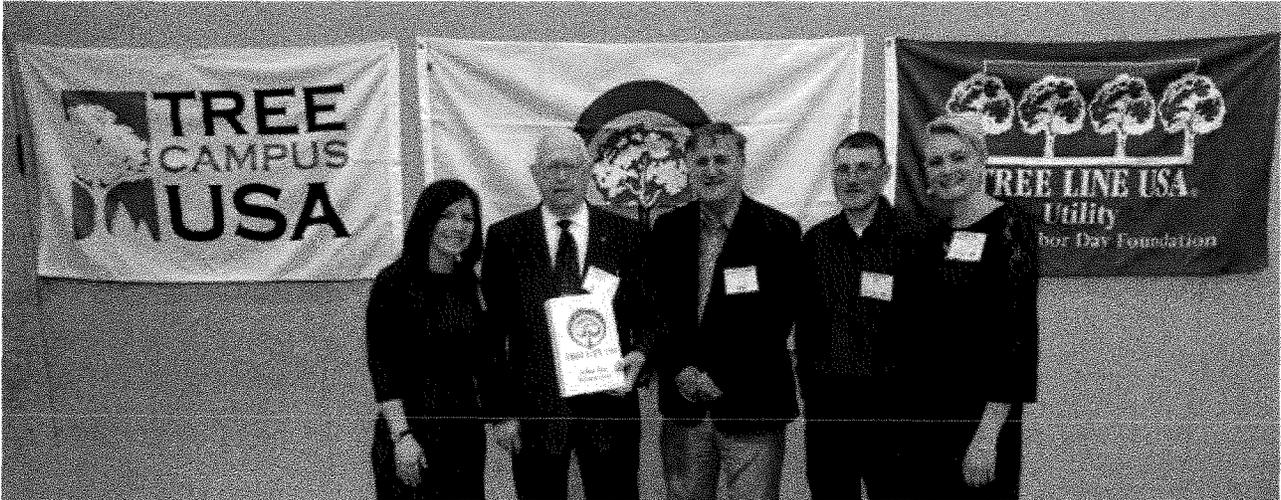
Sincerely,

William Christopherson
Landscape Architect
Chairman, Tree Watertown

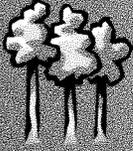
cc: Richard M. Finn, City Manager
Michael A. Lumbis, Planning and Community Development Director
Michael J. DeMarco, Planner



Tree Watertown 2018 Annual Report



December 2017 through November 2018



Tree Watertown 2018 Annual Report

Chairman's Letter

December 11, 2018

Dear Tree Watertown Members:

Herein you will find Tree Watertown's Annual Report for 2018. As you will see, this past year included many new tree plantings at various sites in Watertown. This was made possible by your dedication as volunteers for Tree Watertown, and once again, we couldn't have accomplished so much without our many partners. We can all be very proud that the City of Watertown will apply again to the National Arbor Day Foundation to be designated as a Tree City USA for the 19th consecutive year.

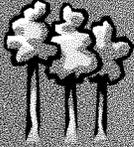
Some of our important partners who have worked with Tree Watertown this year to accomplish new shade tree plantings in the city include the Watertown Noon Rotary Club, faculty, students, and families of Watertown City School District and Immaculate Heart Central High School, NYS Department of Environmental Conservation, and The Northern New York Community Foundation, Inc.

We are thankful for the continued support and partnership of the City of Watertown, and we are grateful for the many years of support of our Tree Watertown projects by Mayor Joseph M. Butler Jr. We look forward to working with the Watertown City Council on Tree Watertown initiatives in the coming year. The Department of Public Works once again provided much needed assistance in planting new trees throughout the City and in Thompson Park.

This report, prepared with the help of Michael J. DeMarco, City Planner, describes the programs, events, and meetings that were conducted by Tree Watertown through the course of 2018.

On April 27, 2018, Arbor Day 2018 was celebrated with a tree planting ceremony at Wight Dr. – Temple St. Park, where we planted a bur oak tree as a future replacement for an existing ash tree. This ceremony highlighted the importance of continued tree planting as the City braces for the inevitable infestation of the Emerald Ash Borer. Councilwoman Lisa Ruggiero attended the ceremony along with multiple NYS Department of Environmental Conservation staff members. We followed that event by assisting the Watertown Noon Rotary with their annual spring planting, which included the planting of 28 new shade trees on the grounds of Degel Israel Synagogue and neighboring Church of the Nazarene. Once again we were fortunate to have the City's summer Urban Forestry Assistant, Mitchell Netto, on hand to water and maintain newly planted trees throughout the city.

On October 20, 2018, Tree Watertown was assisted by faculty and students of Watertown High School and Immaculate Heart Central High School, City Council members, City Staff, NYS DEC staff and interested



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citizens for the planting of 35 new shade trees in the Cosgrove - Sherman St. green space. This planting was made possible by the Whitney-Walker tree fund grant from the Northern Community Foundation, and the City of Watertown.

The following pages detail all of our different projects for 2018. Again, much appreciation goes to the volunteer board members of our Tree Watertown committee, and we all can look forward to new and exciting projects for Tree Watertown in the coming year.

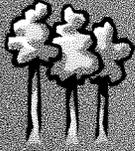
Sincerely,

William W. Christopherson,

2018 Chairman, Tree Watertown

cc: City Council Members

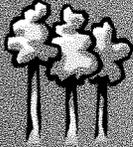
Richard M. Finn, City Manager



Tree Watertown 2018 Annual Report

Tree Watertown Activities - December 2017 through November 2018

- December 14, 2017: The 2017 Tree Watertown Annual Meeting was held. The meeting agenda included election of officers for 2018, a review of activities and the annual financial report for 2017.
- December 29, 2017: The 2017 Tree City USA Application was submitted to the National Arbor Day Foundation by the City of Watertown for the 18th consecutive year. Tree Watertown assisted with the completion of the City's application.
- January 10, 2018 Monthly Meeting:
 - Discussion on potential planting locations for the annual Spring Tree Planting project.
 - Discussion on Arbor Day ceremony location. Wight Dr –Temple St Park suggested as 2018 location.
 - Committee approved payment of annual dues to New York State Urban Forestry Council.
 - Watertown City Manager signed an \$18,000 contract with NYS DEC for Phase II of the City's Tree Inventory project funded through DEC's Urban and Community Forestry Grant Program.
- February 8, 2018 Monthly Meeting:
 - Phase I of the City's Tree Inventory Project was presented to the committee. The report included numbers and species of trees and other data regarding trees located within the street rights-of-way, parks and playgrounds.
 - Potential impacts to both City and privately owned trees was due to the upcoming street reconstruction project on Flower Ave E were discussed.
- February 12, 2018: Planning Staff presented Phase I of the City's Tree Inventory Project at the February 12, 2018 Watertown City Council work session.
- March 8, 2018 Monthly Meeting:
 - Planning Staff reported on the City DPW 2018 Young Tree Pruning Project. 692 young trees were pruned on the City's east side.
 - Committee scheduled 2018 spring tree planting project for April 28, 2018 at Wight Dr –Temple St Park.
 - Jason White initiated discussion on updating the City's arboretum as a summer 2018 project. Motion passed to expense up to \$200 on a new arboretum sign.



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- March 29, 2018: Chairman, Bill Christopherson, and former Watertown City Mayor, T. Urhling Walker, attended the 2018 Tree City USA Awards Ceremony in Albany. Bill and Tom were presented the City's 2018 Tree City USA Award. This marks the 18th consecutive year that the City has been designated a Tree City.

- April 12, 2018 Meeting:
 - Davey Resources announced as consultant for \$18,000 Phase II Tree Inventory.
 - Draft design for updated arboretum sign approved by committee.
 - Planning Staff reviewed the DPW tree planting project of which 64 new bare root trees were planted.
 - The Rotary sponsored spring 2018 tree planting project was re-scheduled for April 21, 2018.

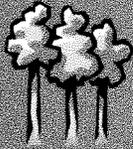
- April 20, 2018: The City, in partnership with Tree Watertown, submitted an application to the NNY Community Foundation for a tree planting grant through the Whitney-Walker Tree Funds to help pay for the purchase of trees for the annual fall 2018 tree planting event.

- April 21, 2018: Spring Volunteer Tree Planting project – Planning Staff reported 28 new shade trees were planted on the grounds of the Degel Israel Synagogue and the Church of the Nazarene with help of 42 volunteers. Faculty and students from Watertown City School District and Immaculate Heart Central Schools, Watertown Noon Rotary, NYS DEC staff, Tree Watertown and other interested citizens.

- April 27, 2018: National Arbor Day ceremonial planting. A Bur Oak was planted by the Tree Watertown Committee on behalf of the City of Watertown.

- May 10, 2018 Monthly Meeting:
 - Mitchell Netto announced as the City's 2018 Summer Urban Forestry Assistant
 - Lynn Godek, and Alexandra Beck introduced to make presentation on a "Tree of 40 Fruit Tree" proposal for the City of Watertown. Preliminary site location suggested was Jefferson Historical Society grounds.
 - Tree Watertown members moved to request Planning Staff to seek City Council approval in applying for Round 14 of NYS DEC Urban and Community Forestry grant funding for tree planting.

- June 8, 2018 Monthly Meeting: Guest Lynn Godek returned to present update on the proposal for a Tree of 40 Fruit Tree planting project in the city. Committee agreed to approach the Jefferson Historical Society as a location for planting.
 - Planning Staff reported the approved 2018 City of Watertown budget included a total of \$12,750 for annual tree planting efforts in the City of Watertown.



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- Planning reported that data collection for Phase II of the City's Tree Inventory was complete. Inventory totals for Phase I & II of the project: 7,108 trees, 1,912 planting sites, 219 stumps. A management plan is expect to be submitted to the City in late summer
- Tree protection efforts continue at the Thompson Park Splash Pad project

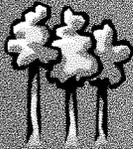
- July 26-28, 2018. 2018 Annual NYS ReLeaf Conference was held in Rochester in partnership with NYS DEC and The New York State Urban Forestry Council (NYSUFC). Attended by NYSUFC board member Glenn Roberts and Mike DeMarco.

- August 9, 2018 Monthly Meeting:
 - The Summer Urban Forestry Assistant tree watering and mulching program was a success as tree mortality numbers again were low. The program is essential to the establishment of young trees, especially in the hot – dry summer months
 - Committee discussed potential locations for the 2018 Fall Tree Planting Project. Group tentatively selected the Sherman Street – Cosgrove Street green space as the planned location.

- August 30, 2018: Tree Watertown conducted a “Walking Tour” of the “Downtown Arboretum” area. Several Tree Watertown members attended, and took photographs of each of the numbered arboretum trees to be used in a new updated map publication for the arboretum.

- September 13, 2018 Monthly Meeting.
 - Members brainstormed tree species for the upcoming fall planting project.
 - Fall Tree Planting: Location finalized as Cosgrove St. – Sherman St. green space. Tentative planting date October 27, 2018
 - Members discussed potential future planting locations throughout the City.

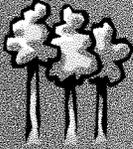
- October 11, 2018 Monthly Meeting:
 - Arboretum project update: New sign by Inkwell Graphics completed. Bill Christopherson received new QR code stickers from Inkwell to attach to new sign. This will allow on-site internet access to the arboretum web site.
 - Fall 2018 Tree planting project re-scheduled to October 20.
 - Planning Staff reported large, privately owned shade tree removals that were necessitated by unforeseen utility work as part of street reconstruction work on East Flower Avenue.



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- October 20, 2018: Fall Tree Planting Project. 35 new shade trees were planted in the Sherman Street-Cosgrove Street green area. Students from Watertown City School District and IHC planted trees alongside, Tree Watertown, City Council members, City Staff members, NYS DEC staff and interested citizens totaling 50 volunteers. This planting was made possible by the Whitney-Walker tree funds grant from the Northern Community Foundation, and the City of Watertown. Special thank you's were extended to Sylvia Buduson, and Maureen O'Donnell for their assistance in managing refreshments to the young volunteers.

- November 8, 2018 Monthly Meeting
 - Committee was joined by guests Mitzi DeGennaro and Christina Lawrence, who paid annual dues and became Tree Watertown members.
 - The 2019 Tree City USA application is due by December 31, 2018.
 - It was reported that a NYS DEC Urban and Community Forestry Tree Planting Grant had been awarded to the City of Watertown in the amount of \$20,250.



Tree Watertown 2018 Annual Report

Tree Watertown Members

- ✱ Bill Christopherson, Chairman
- ✱ Jennifer Voss, Vice-Chairman
- ✱ Michael Lumbis, Treasurer
- ✱ Geoffrey Urda, Secretary
- ✱ Jennifer Akins, Watertown City School District
- ✱ Eleanor Allen, Citizen Volunteer
- ✱ Warren Allen, Citizen Volunteer
- ✱ Sylvia Buduson, Citizen Volunteer
- ✱ Mike DeMarco, Watertown City Planner
- ✱ Mitzi DeGennaro, Citizen Volunteer
- ✱ Sue Gwise, Cornell Cooperative Extension of Jefferson County
- ✱ Leo LeMay, Watertown Housing Authority
- ✱ Christina Lawrence, Watertown City School District
- ✱ Maureen O'Donnell, Citizen Volunteer
- ✱ Kennedy Quigg, Citizen Volunteer
- ✱ Kelly Reinhardt, Citizen Volunteer
- ✱ Glen Roberts, NYS DEC Forester
- ✱ Samuel Thomas, Citizen Volunteer
- ✱ Shawn VanBrocklin, Watertown Housing Authority
- ✱ T. Urling Walker, Citizen Volunteer
- ✱ Dr. Jason White, Citizen Volunteer

2018 Meeting Dates

- January 10, 2018
- February 8, 2018
- March 8, 2018
- April 12, 2018
- April 27, 2018 (Arbor Day Ceremony)
- May 10, 2018
- June 14, 2018
- August 9, 2018
- September 13, 2018
- October 11, 2018
- November 8, 2018
- December 13, 2018 (Annual Meeting)