

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Monday, May 1, 2017**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, May 1, 2017, 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**

**PROCLAMATIONS**

1. Official Poppy Month
2. Letter Carriers' Food Drive Day

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Designating the Mayor as Responsible Local Official (RLO) for Western Boulevard Project for Equitable Business Opportunities (EBO) Software
- Resolution No. 2 - Approving Agreement For Professional Land Surveying Services, Storino Geomatics
- Resolution No. 3 - Approving the Whitewater Park Public Access Limited Use Agreement with Hole Brothers Holdings, LLC
- Resolution No. 4 - Approving the Grant Agreement With the Watertown Housing Authority for the Meadowbrook Apartments 2017 Concrete Walk Reconstruction Project

**ORDINANCES**

- Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$100,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of a Water Main at Knickerbocker Drive, in and for Said City

Ordinance No. 2 - An Ordinance Amending the Ordinance Dated November 7, 2016, Authorizing the Issuance of \$10,750,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,900,000

Ordinance No. 3 - An Ordinance Authorizing the Issuance of \$900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Bar Screens at the City's Wastewater Treatment Plant, in and for Said City

## **LOCAL LAW**

Local Law No. 2 of 2017 A Local Law Overriding the Tax Levy Limit Established by New York General Municipal Law §3-c

## **PUBLIC HEARING**

## **OLD BUSINESS**

## **STAFF REPORTS**

1. Proposed Changes to Budget Discussion Schedule
2. Public Hearings for 2017-18 Operating Budgets and 2017-18 through 2021-22 Capital Budget
3. RFP for City of Watertown Insurance Broker
4. Request for Waiver of Fees for 2017 Career Jam
5. Quarterly Financial Report

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

1. To Discuss Collective Bargaining
2. To discuss the employment history of a particular individual

## **WORK SESSION**

The next Work Session is scheduled for May 2, 2017 at 6:30 p.m.

Budget Work Sessions are also scheduled for May 8, May 11, May 16, and May 22 at 6:30 p.m.

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
MAY 15, 2017.**

Res No. 1

April 26, 2017

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Western Boulevard Project,  
Designation of Responsible Local Official

As the Western Boulevard Project is funded in part by Federal Aid dollars, the City is required to use NYS DOT Equitable Business Opportunities (EBO) software. As detailed in City Engineer Justin Wood's attached report, we must first designate a Responsible Local Official (RLO) who will then designate a Project Manager.

Attached for City Council consideration is a resolution designating the Mayor as the RLO.

RESOLUTION

Page 1 of 1

Designating the Mayor as Responsible Local Official (RLO) for Western Boulevard Project for Equitable Business Opportunities (EBO) Software

- Council Member HORBACZ, Cody J.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total .....

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**Introduced by**

\_\_\_\_\_

WHEREAS a project for the Western Boulevard is eligible for funding under Title 23 U.S. Code, as amended, and

WHEREAS NYS DOT requires that that the Equitable Business Opportunities (EBO) software be used to track data for the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby designates the Mayor as the Responsible Local Official (RLO), and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the Request for EBO System Log-in/Password, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the Mayor, as the City’s RLO for the Western Boulevard Project, hereby delegates the City Engineer as the Project Manager (PM) as the Primary Log-in Holder for the EBO system.

**Seconded by**

# REQUEST FOR EBO SYSTEM LOG-IN/PASSWORD

(Signature Certification for Municipalities)

## APPLICANT INFORMATION

Municipality's Legal Name: City of Watertown

Name and Title of Municipality's Primary Log-in Holder: Justin L. Wood, City Engineer

E-mail Address: [jwood@watertown-ny.gov](mailto:jwood@watertown-ny.gov)

Mailing Address: Room 305, City Hall

Mailing Address: 245 Washington Street

City: Watertown State: NY Zip Code: 13601

On behalf of the above-listed municipality, I hereby agree to comply with the terms and conditions of access to and use of the Internet Government Solutions (IGS) Equitable Business Opportunities (EBO) system set forth in the System User Agreement attached to this application form.

Signature of Applicant (the Responsible Local Official (RLO)):

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(Printed Name)

(Signature)

Mayor  
(Title)

**A copy of the municipal resolution must accompany this request.**

## **NYSDOT EQUITABLE BUSINESS OPPORTUNITIES (EBO) SYSTEM USER AGREEMENT**

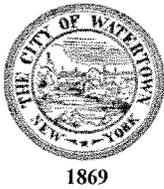
This System User Agreement forms an integral part of each application to the New York State Department of Transportation (NYSDOT) for obtaining log-in/password access to the Equitable Business Opportunities (EBO) System maintained and operated by NYSDOT. By signing and submitting such an application, you agree to be bound by the terms of this System User Agreement.

This System User Agreement governs the terms and conditions upon which your municipality, and your municipality's authorized users (referred to collectively as "User") will be allowed to access and use NYSDOT's EBO System.

NYSDOT authorizes the User, and the User agrees, to access and use the EBO System solely for official business purposes associated with the User's participation in construction, consultant engineering and professional services contracts awarded by NYSDOT or other Federal Aid sub-recipients. Such purposes include the administration of civil rights requirements associated with Federal Aid projects.

NYSDOT requires, and the User agrees, that in accessing and using the EBO System, the User will comply with NYSDOT's Information Security policies, procedures and directives, to the full extent required by NYSDOT's Information Security Officer, NYSDOT's Office of Information Services (OIS), and NYSDOT's EBO System Administrator. Such policies and requirements include the following:

- 1) The User's Primary Log-in ID Holder shall be personally responsible for usage of NYSDOT's EBO System by any and all of the User's other authorized users, including compliance with this System User Agreement and NYSDOT Information Security requirements, and shall exercise oversight over usage of the EBO System by such other authorized users.
- 2) The User will access and use the EBO System solely for the official business purposes indicated above. The User will not use access to the EBO System to access or use any other portion of NYSDOT's information technology (IT) Systems.
- 3) The User will maintain the confidentiality and security of the User's EBO System log-in ID and password, will provide such password only to authorized users within the User's business organization, and will not disclose such password to any persons other than authorized users who are officers or employees of the User.
- 4) The User's Primary Log-in Holder shall promptly deactivate the system access of any former employee, or other formerly authorized user, whom the User no longer authorizes to have access to the EBO System.
- 5) The User shall maintain the confidentiality and security of the Social Security Numbers (SSNs) of the User's employees, and any other confidential information obtained or submitted to NYSDOT in connection with use of the EBO System.



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: April 20, 2017

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Western Boulevard Project  
Designation of Responsible Local Official

The Western Blvd. Project is funded in part by Federal Aid dollars. The use of NYSDOT's Equitable Business Opportunities (EBO) software is required on Federal Aid construction projects to track data such as disadvantaged business goals and attainment, minority & female employment utilization, and prompt payment. The City must designate a Responsible Local Official (RLO), and a Project Manager (PM), in order to request login credentials to the EBO system, and to perform monitoring of required goals during reconstruction of Western Blvd.

In maintaining consistency with previous signature authorizations given on this project, it is advisable to designate the Mayor as the City's RLO for the Western Blvd. Project. At that point, the RLO can designate a PM, in this case the City Engineer, as the Primary Log-In Holder for the EBO system to get the City setup before construction begins.

Please prepare a resolution for City Council review and approval.

Cc: File

Res No. 2

April 27, 2017

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Agreement for Professional  
Land Surveying Services, Storino Geomatics

The City of Watertown in the course of business routinely has a need for land surveying services. Services have been provided in past years by Mr. Thomas Storino, a licensed land surveyor. In December 7, 2009, the City Council approved a non-exclusive Agreement with Storino Geomatics to provide surveying services for the City. Our current Agreement with Mr Storino expires on June 30, 2017.

In City Engineer Justin Wood's attached report, the City budgets up to \$15,000 per year for survey work under this contract.

A resolution approving the three-year Agreement for Professional Land Surveying Services between the City of Watertown and Storino Geomatics has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Agreement For Professional Land Surveying Services, Storino Geomatics

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

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***Introduced by***

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WHEREAS in the course of business the City of Watertown routinely has a need for land surveying services, and

WHEREAS surveying services are professional services within the meaning of the New York General Municipal Law, and

WHEREAS Storino Geomatics has offered to perform routine surveying services for the City in connection with assigned projects at specified rate for identified services on a non-exclusive basis,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Professional Land Surveying Services, between the City of Watertown and Storino Geomatics, 179 Conger Avenue, Watertown, New York, a copy of which is attached and made a part of said resolution, and

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

***Seconded by***

**AGREEMENT FOR PROFESSIONAL  
LAND SURVEYING SERVICES**

This Agreement dated the \_\_\_\_ day of May, 2017 by and between Thomas M. Storino, P.L.S., individually and doing business as Storino Geomatics Land Surveying Services & Consulting, PLLC, 179 Conger Avenue, Watertown, New York 13601 (“Storino”) and the City of Watertown, New York, a municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”).

**WITNESSETH**

WHEREAS, the City routinely has a need for land surveying services in connection with street, sewer, water reconstruction and other projects; and

WHEREAS, the City does not have a licensed land surveyor on its staff to perform routine survey work as the need arises; and

WHEREAS, surveying services are professional services within the meaning of the New York General Municipal Law; and

WHEREAS, Storino has offered to perform routine surveying services for the City in connection with assigned projects at specified rates for identified services on a non-exclusive basis,

Now therefore the parties agree as follows:

**AGREEMENT**

1. Scope of Services.

The scope of surveying services to be performed by Storino for the City on an as-needed, non-exclusive basis is attached and made a part of this Agreement as Exhibit “A.” Identified routine services are to be performed at the fixed rates described at items .100

through .120 on Exhibit "A." Non-identified, non-routine services are to be performed at the applicable hourly rates described at items .124 through .136 on Exhibit "A". Miscellaneous fees are to be performed at the applicable rates described at items .137 through .146 on Exhibit "A".

2. Surveyors.

Storino will provide qualified surveyors to perform the assigned work. At all times relevant to this Agreement, Storino's surveyors shall be Storino employees, and not City employees. Accordingly, Storino shall be responsible for the payment of all wages, withholdings, insurances (including Workers' Compensation and disability insurance) and safety issues, if any, pertaining to his employees.

Storino shall maintain full, open, and cordial communications with any applicable City contractor's representatives, and shall answer the contractor's inquiries when those answers are solely referable to work or documents provided by Storino. Any request by a contractor for additional surveying work must be referred to the City representative.

3. City Representative.

The City Engineer of the City of Watertown shall designate a representative of the Watertown Engineering Department from whom all assignments shall be made and to whom all reports concerning surveying services shall be provided. The City Engineer's designation of its representative shall be in writing.

4. Reimbursable Expenses.

The City will reimburse Storino for expenses directly attributable to performing land surveying services required by this Agreement. It is anticipated that the extent of reimbursable expenses will be detailed in the agreed-to scope for each project.

5. City to Provide File Documents.

Prior to the commencement of any surveying services set forth herein, the City shall provide Storino with complete access to the City's file documents concerning the property in question. It is anticipated that copies of relevant documents will be provided by City staff for each project. When originals are provided, Storino shall return any original documents provided, upon completion of the task for which they were made available.

6. Billing.

Storino shall submit his invoices for surveying services no more than two times per month. Reimbursable expenses should be billed with the invoice for each project in the applicable billing period.

7. City Property.

All documents and reports prepared by Storino and provided to the City, both written and electronic, shall become the property of the City.

8. Term of Agreement.

This Agreement shall commence on July 1, 2017 and shall expire on June 30, 2020. The Agreement is renewable by the City, at its sole option, for a period of three (3) years upon such terms and fees as the parties may then agree.

9. Entire Agreement.

This Agreement represents the entire Agreement of the parties, and the parties acknowledge that there are no other agreements, verbal or otherwise, which form a part of the parties' Agreement.

WHEREFORE, the parties have entered into this Agreement this \_\_\_\_ day of May, 2017.

\_\_\_\_\_  
Thomas M. Storino, P.L.S.,  
Individually and d/b/a  
Storino Geomatics Land Surveying  
Services & Consulting, PLLC

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

# Exhibit "A"

## ROUTINE RATES

| CODE  | PROFESSIONAL SERVICE  | PROFESSIONAL SERVICE DESCRIPTION                      | FEE (EFFECTIVE 7/1/2017)      | FEE (EFFECTIVE 7/1/2018)      | FEE (EFFECTIVE 7/1/2019)      |
|-------|---|---|-------------------------------|-------------------------------|-------------------------------|
| 0.100 | City/Village/Rural Survey - Up to 1.5 Acres                                     | Set Corners, Map, Legal Description                   | \$997.00                      | \$1,059.00                    | \$1,120.00                    |
| 0.101 | City/Village/Rural Survey - Up to 1.5 Acres                                     | Set Corners (Stake-out only)                          | \$690.00                      | \$730.00                      | \$770.00                      |
| 0.102 | City/Village/Rural Subdivision - 1 Lot, 2 Acres or Less                         | Set Corners, Map, Legal Description                   | \$1,380.00                    | \$1,430.00                    | \$1,480.00                    |
| 0.103 | City/Village/Rural Subdivision - 1 Lot, 2 to 5 Acres                            | Set Corners, Map, Legal Description                   | \$1,533.00                    | \$1,608.00                    | \$1,650.00                    |
| 0.104 | City/Village/Rural Subdivision - 1 Lot, Greater than 5 Acres                    | Set Corners, Map, Legal Description                   | TBD                           | TBD                           | TBD                           |
| 0.105 | City/Village/Rural Subdivision - More than 1 Lot                                | Set Corners, Map, Legal Description                   | TBD                           | TBD                           | TBD                           |
| 0.106 | City/Village/Rural Update - 1 Lot, 5 Acres or Less (5 Years old and newer)      | Reset Corners, Map, Legal Description                 | \$590.00 - \$690.00 + (0.111) | \$630.00 - \$730.00 + (0.111) | \$670.00 - \$770.00 + (0.111) |
| 0.107 | City/Village/Rural Update - 1 Lot, Greater than 5 Acres (5 Years old and newer) | Reset Corners, Map, Legal Description                 | TBD                           | TBD                           | TBD                           |
| 0.108 | Wooded Parcel Survey - Greater than 1.5 Acres                                   | Set Corners, Map, Legal Description                   | \$0.95/Ft. of Total Perimeter | \$0.95/Ft. of Total Perimeter | \$0.95/Ft. of Total Perimeter |
| 0.109 | Wooded Parcel Survey - Greater than 1.5 Acres                                   | Set Corners, Map, Legal Description, Blazing/Painting | \$1.20/Ft. of Total Perimeter | \$1.20/Ft. of Total Perimeter | \$1.20/Ft. of Total Perimeter |
| 0.110 | Open Parcel Survey - Greater than 1.5 Acres                                     | Set Corners, Map, Legal Description                   | \$0.85/Ft. of Total Perimeter | \$0.85/Ft. of Total Perimeter | \$0.85/Ft. of Total Perimeter |
| 0.111 | Monument Replacement  | Reset Monument (Per Monument)                         | \$49.00                       | \$50.00                       | \$51.00                       |
| 0.112 | Line Monuments (Scheduled at time of survey.)                                   | Additional Monuments set on line. (Per Monument)      | \$56.00                       | \$57.00                       | \$58.00                       |
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|       |   |   |                               |                               |                               |
| 0.117 | Topographic Survey (street corridor)  | Boundary & Topographic Survey, Mapping                | \$1,750.00 / Acre             | \$1,760.00 / Acre             | \$1,770.00 / Acre             |
| 0.118 | Topographic Survey (undeveloped open)   | Topographic Survey, Mapping                           | TBD                           | TBD                           | TBD                           |
| 0.119 | Topographic Survey (undeveloped wooded)   | Topographic Survey, Mapping                           | TBD                           | TBD                           | TBD                           |
| 0.120 | Topographic Survey (developed land)   | Topographic Survey, Mapping                           | TBD                           | TBD                           | TBD                           |
|       |   |   |                               |                               |                               |
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**HOURLY RATES**

**Exhibit "A"**

| CODE  | PROFESSIONAL SERVICE                       | PROFESSIONAL SERVICE DESCRIPTION        | FEE (EFFECTIVE 7/1/2017) | FEE (EFFECTIVE 7/1/2018) | FEE (EFFECTIVE 7/1/2019) |
|-------|--|---|--------------------------|--------------------------|--------------------------|
| 0.124 | One-Man Survey Crew (Ground)               | Per Hour (Billed at 1 Hour Minimum)     | \$71.00                  | \$72.00                  | \$73.00                  |
| 0.125 | Two-Man Survey Crew (Ground)               | Per Hour (Billed at 1 Hour Minimum)     | \$119.00                 | \$120.00                 | \$121.00                 |
| 0.126 | One-Man Survey Crew (GPS)                  | Per Hour (Billed at 1 Hour Minimum)     | \$86.00                  | \$87.00                  | \$88.00                  |
| 0.127 | Two-Man Survey Crew (GPS)                  | Per Hour (Billed at 1 Hour Minimum)     | \$136.00                 | \$137.00                 | \$138.00                 |
| 0.128 | Two-Man Construction Crew (Ground or GPS)  | Per Hour (Billed at 1 Hour Minimum)     | \$169.00                 | \$170.00                 | \$171.00                 |
| 0.129 | NYS Prevailing Wage - Party Chief          | NYS Prevailing Wage - Party Chief       | TBD                      | TBD                      | TBD                      |
| 0.130 | NYS Prevailing Wage - Instrument Person    | NYS Prevailing Wage - Instrument Person | TBD                      | TBD                      | TBD                      |
| 0.131 | NYS Prevailing Wage - Rod Person           | NYS Prevailing Wage - Rod Person        | TBD                      | TBD                      | TBD                      |
| 0.132 | On-Site or Court Testimony by PLS          | Per Hour (Billed at 1 Hour Minimum)     | \$157.00                 | \$158.00                 | \$159.00                 |
| 0.133 | Professional Land Surveyor                 | Per Hour (Billed at 1 Hour Minimum)     | \$137.00                 | \$138.00                 | \$139.00                 |
| 0.134 | Survey Project Manager (Intermediate Rate) | Per Hour (Billed at 1 Hour Minimum)     | \$91.00                  | \$92.00                  | \$93.00                  |
| 0.135 | Survey Technician (Routine Rate)           | Per Hour (Billed at 1 Hour Minimum)     | \$71.00                  | \$72.00                  | \$73.00                  |
| 0.136 | Administrative Assistant                   | Per Hour (Billed at 1 Hour Minimum)     | \$36.00                  | \$37.00                  | \$38.00                  |

**MISCELLANEOUS FEES**

| CODE  | PROFESSIONAL SERVICE                   | PROFESSIONAL SERVICE DESCRIPTION          | FEE (EFFECTIVE 7/1/2017) | FEE (EFFECTIVE 7/1/2018) | FEE (EFFECTIVE 7/1/2019) |
|-------|--|---|--------------------------|--------------------------|--------------------------|
| 0.137 | Additional Map Copies (Paper)          | Price per copy. (Any Size)                | \$5.00                   | \$5.00                   | \$5.00                   |
| 0.138 | Additional Map Copies (Paper) - Sealed | Price per copy. (Any Size)                | \$12.00                  | \$12.00                  | \$12.00                  |
| 0.139 | Map Copies (Mylar) - Sealed            | Price per copy. (8 1/2"x11" thru 11"x17") | \$45.00                  | \$45.00                  | \$45.00                  |
| 0.140 | Map Copies (Mylar) - Sealed            | Price per copy. (18"x24" thru 30"x42")    | \$80.00                  | \$80.00                  | \$80.00                  |
| 0.141 | Map Copies (Tyvek)                     | Price per copy. (Any Size)                | \$20.00                  | \$20.00                  | \$20.00                  |
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| 0.146 | Miscellaneous Line Item                | Miscellaneous Line Item                   | TBD                      | TBD                      | TBD                      |

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CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: April 18, 2017

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Land Surveying Services Agreement

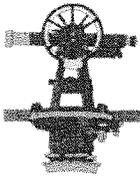
Enclosed is a copy of the Professional Services Agreement for Land Surveying with Storino Geomatics Land Surveying Services & Consulting, PLLC. This is a non-exclusive agreement for Land Surveying Services that allows the Engineering Department to meet the legal requirements for boundary survey work that arises during project development and daily operations in the City.

This agreement is for a three year term beginning July 1, 2017 to June 30, 2020, with an option to renew for another three year term, at the City's sole discretion. The original agreement with Storino Geomatics was executed in December 2009, and included an option for the City to renew the agreement for a total of three (3) two-year periods, which concludes on June 30, 2017.

The City budgets up to \$15,000 per year for survey work under this contract, which includes street monumentation (which is commonly necessary for ADA handicap ramp replacement), property line determinations, street boundary mapping, as well as property acquisition and easement mapping. With a relatively small budget, consisting of typically small projects; the services provided by Storino Geomatics have been of the highest quality, thorough and well researched, as well as responsive to meet tight project deadlines, all of which support my recommendation to renew the agreement.

Please prepare a resolution for Council consideration, authorizing the City Manager to execute this agreement.

# Exhibit "A"



## STORINO GEOMATICS

LAND SURVEYING SERVICES & CONSULTING, PLLC

PROFESSIONAL LAND SURVEYORS

NEW YORK · VERMONT · PENNSYLVANIA

DEDICATION · EXPERIENCE · TECHNOLOGY

THOMAS M. STORINO, PLS, PRESIDENT  
ADAM M. STORINO, PLS, VICE PRESIDENT

April 13, 2017

Mr. Justin L. Wood, P.E., City Engineer  
City of Watertown Engineering Dept.  
245 Washington St., Rm. 305  
Watertown, NY 13601

RE: Contract Renewal

Dear Justin:

We would like to personally thank you for supporting Storino Geomatics, enabling us the opportunity to meet the City of Watertown's land surveying needs for the past eight years. As we approach the upcoming renewal date for the professional services agreement, we would like to reiterate our interest in extending our agreement and continuing our professional working relationship with the City of Watertown.

As requested, attached is a proposed fee schedule for the upcoming contract term.

If you have any questions, comments, or would like to discuss the upcoming renewal, please feel free to contact me at (T) 315-788-0287, (C) 315-783-3145, or [tmstorino@storinogeomatics.com](mailto:tmstorino@storinogeomatics.com).

Again, we thank you for the opportunity and look forward to working with you.

Sincerely,

Thomas Michael Storino, PLS

President

CC: Adam M. Storino, PLS

Res No. 3

April 25, 2017

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning & Community Development Director

Subject: Approving Whitewater Park Public Access Limited Use Agreement  
With Hole Brothers Holdings, LLC

On February 17, 2015, the City Council adopted a resolution approving the Whitewater Park Public Access Limited Use Agreement with Hole Brothers Holdings, LLC (Hole Brothers). The primary purpose of the agreement is to allow Hole Brothers to utilize a limited portion of the decking and walkway area at Whitewater Park for customer seating. This will allow for the servicing of customers in an outdoor patio setting. The original agreement was for a one year period with a one year renewal option, which was exercised last year. The second year of the agreement is about to expire and Reg Schweitzer, Jr. of Hole Brothers has approached the City about renewing the agreement.

In preparing a new agreement for Council consideration, Staff reviewed the current agreement and is proposing to make three minor modifications. Section 7, Paragraph i, was rewritten to reflect the fact that Hole Brothers has already provided the picnic tables for the upper deck as agreed to in the first agreement. The new language states that Hole Brothers will continue to maintain the previously provided picnic tables and will continue to be responsible for trash removal on a regular basis.

The only other modifications to the agreement were in Section 10 which modified the term of the agreement to May 1, 2017 through April 30, 2018, and in Section 12 which now states that it can be renewed for up to two additional one year periods after the expiration of the first year, if both parties agree to exercise the renewal option.

The Department of State (DOS) assisted with the funding for the improvements in Whitewater Park and their grant agreement with the City states that the City shall not authorize the limited use agreement without first obtaining the approval of the DOS. Staff coordinated the changes with DOS, who supports the renewal of this agreement.

The Agreement has also been reviewed and approved by Mr. Schweitzer of Hole Brothers.

The attached resolution approves the Whitewater Park Public Access Limited Use Agreement with Hole Brothers Holdings, LLC.

**RESOLUTION**

Page 1 of 1

Approving the Whitewater Park Public Access Limited Use Agreement with Hole Brothers Holdings, LLC

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

| YEA | NAY |
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***Introduced by***

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WHEREAS an Agreement with Hole Brothers Holdings, LLC for the limited use for a portion of Whitewater Park has been drafted, and is attached and made part of this resolution, and

WHEREAS the City Council wishes to enter into said Agreement for the reasons recited in the Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves the Whitewater Park Public Access Limited Use Agreement between the City of Watertown, New York, and Hole Brothers Holdings, LLC, and

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler, Jr., is hereby authorized and directed to sign the Limited Use Agreement on behalf of the City Council.

**Seconded by**

AGREEMENT BETWEEN THE CITY OF WATERTOWN, NEW YORK,  
AND HOLE BROTHERS HOLDINGS, LLC

WHITEWATER PARK PUBLIC ACCESS LIMITED USE AGREEMENT

This agreement by and between the City of Watertown, a municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (“the City”), and Hole Brothers Holdings, LLC, a New York limited liability company with principal offices located at 500 Newell Street, Watertown, New York 13601 (“Hole Brothers”):

**RECITALS**

WHEREAS, the City is the owner of a certain tract, piece or parcel of land in the City of Watertown, State of New York, and more fully described on Attachment A hereto [Parcel 1], upon which is situated a public park known as Whitewater Park (“the Park”); and

WHEREAS, Hole Brothers is the owner of that certain tract, piece, or parcel of land in the City of Watertown, State of New York, and more fully described on Attachment A hereto [Parcel 2]; and

WHEREAS, Hole Brothers owns and operates a restaurant on Parcel 2, which is immediately adjacent to Parcel 1; and

WHEREAS, the City has erected several levels of decking across Parcel 1, to permit public access to the Park, and to view the Black River which flows within close proximity to the northerly boundary of both Parcel 1 and Parcel 2; and

WHEREAS, Hole Brothers has requested permission from the City to utilize a portion of the Park for customer seating for its restaurant, and for servicing customers in an outdoor patio setting; and

WHEREAS, the City recognizes the public benefit of permitting the restaurant to utilize the outdoor decking for the limited purposes described herein, as a means to increase public use and enjoyment of the Park and its scenic overlook, and agrees to permit Hole Brothers to use a portion of the Park in accordance with the terms set forth herein; and

WHEREAS, the City and Hole Brothers acknowledge the provisions of the State of New York’s Agreement for the construction of the Park, set forth at Attachment B hereto (the “Grant Agreement”) and in particular its Appendix A-1, Section X [B], which requires that the City not authorize the operation of the area in question, now identified as the Park, in whole or in part, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the Department of State.

WHEREAS, Hole Brothers recognizes that it may utilize the Park only in a manner which does not detract nor limit public access to the Park for the purposes for which the Park was developed

pursuant to the Grant Agreement with the State of New York, and that any use of same will be at its sole expense, and liability, all as described in the terms set forth herein; and

NOW THEREFORE, the parties hereto, having considered all the benefits and detriments associated with permitted limited usage of a portion of the Park by a private entity, do hereby agree as follows:

### **AGREEMENT**

1. The City grants limited permission to Hole Brothers to use a designated portion of the Park identified as the “Permitted Usage Area” as shown on Attachment “C.”

2. Hole Brothers’ use of the Permitted Usage Area shall be limited to use of the Lower Deck (see designated area on Attachment “C”) erected in the Park, which the parties agree and understand was and is governed by the Grant Agreement and is primarily intended for use by the public to access the Park. This Agreement shall also include Hole Brothers’ use of the “Patio Area” shown on Attachment “C”, a city-owned parcel which is not governed by Grant Agreement. The “Lower Deck” and “Patio Area” shall be regarded as independent use areas in this Agreement.

### **LOWER DECK USE**

3. The City will provide signage adjacent to the two stairways connecting the deck portions of the Park including language identifying both the Upper Deck and Lower Deck as public parks and overlook platforms designed for observing activity on the Black River. The signage may also indicate that a portion of the Lower Deck is open for outdoor restaurant seating from 11:00 a.m. to 1:00 a.m. and may be accessed from the Lower Deck. At no time may restaurant signage or any other advertisement related to the restaurant contain information that would represent to the public that the Hole Brothers is the actual owner of the Lower Deck or any portion thereof.

4. Hole Brothers’ limited use of the Lower Deck shall be limited by the following restrictions:

i. Hole Brothers may place outdoor furniture on the Lower Deck, within its Permitted Usage Area, limited to tables and chairs providing seating for no more than twenty (20) people. The Permitted Usage Area will encompass the width of the Lower Deck but will extend no more than eleven (11) feet from the northern edge of Parcel 2, as shown in Attachment C. Hole Brothers shall establish a visual barrier separating the Permitted Usage Area of the Lower Deck from the portion of the Lower Deck designed to serve as the Public Access Route (see Attachment “C”). Such visual barrier may consist of a decorative rope or cord strung between stanchions, or other similar arrangement.

ii. Hole Brothers shall be permitted to serve patrons in the Permitted Usage Area, with such service to include food and/or beverages which are common to the menu for the restaurant located on Parcel 2.

iii. Patrons of the restaurant shall be required by Hole Brothers to remain within the Permitted Usage Area of the Lower Deck to consume their food or beverages.

iv. Access from the Park to the restaurant shall be permitted to all members of the public by means of a clear line of access to the entrance to the restaurant adjacent to the Lower Deck. Direct access from the Park to the Permitted Usage Area shall be in conformance with all applicable licensing, and other state and local regulations.

v. Hole Brothers agrees that the restrooms located within the restaurant may be accessed and utilized by members of the public, whether restaurant customers or not, and that no member of the public shall be denied restroom use absent exigent circumstances.

vi. The Permitted Usage Area of the Lower Deck shall be closed to restaurant patrons daily after the hour of 1:00 a.m., and prior to the hour of 11:00 a.m. Patrons who have not finished consuming their food or beverages prior to 1:00 a.m. must nevertheless move to the interior of the restaurant by 1:00 a.m.

#### **PATIO AREA USE**

5. The Permitted Usage Area also includes a patio area immediately to the north of the “Public Access Route,” and west of the Lower Deck, which patio area is owned by the City, but is not part of the project governed by the Grant Agreement.

6. The Patio Area may be utilized by Hole Brothers in such manner as, in its discretion, enables it to control the Area premises for purposes of the State’s ABC laws, and which is only specifically related to the operation of the Restaurant

#### **HOLE BROTHERS’ PROMISES**

7. In consideration of the Hole Brothers’ use of the Permitted Usage Area on the Lower Deck and Patio Area, Hole Brothers agrees as follows:

i. Hole Brothers agrees that as part of the consideration for their usage of the Park to enhance the restaurant experience for its patrons, it shall continue to maintain the two (2) previously provided picnic tables located on the Upper Deck of Parcel 1, which shall continue to be available for use by the public, separate and apart from any restaurant activity. Hole Brothers shall also continue to maintain the previously provided trash receptacles for refuse disposal on the Upper Deck, and shall be responsible for trash removal on a regular basis. (See Attachment C, indicating the location of the tables to be maintained by Hole Brothers on the Upper Deck of Parcel 1)

ii. Hole Brothers shall provide for cleaning of and removal of refuse from the Permitted Usage Area on no less than a daily basis, and shall not permit refuse to accumulate, or to be tossed or thrown or blown about by its patrons, or to otherwise cause the Park to become littered. Hole Brothers shall provide appropriate refuse containers within the Permitted Usage Area to minimize any potential for litter to be distributed over the Park, or elsewhere, beyond the

Permitted Usage Area. Hole Brothers shall obtain prior approval from the City Engineer for any chemical or cleaning product intended to be used upon the surfaces of the Permitted Usage Area.

iii. Any damage caused by Hole Brothers or its invitees to the Permitted Usage Area shall be repaired or replaced to the original design and the full cost shall be borne by Hole Brothers at the direction of the City Engineer for the City of Watertown.

iv. No alterations may be made by Hole Brothers to the Permitted Usage Area without the prior written consent of the City Engineer and the Department of State, which consent may be withheld for any reason(s) at the discretion of the City Engineer and, if applicable to the Lower Deck, the Department of State.

v. No smoking shall be permitted in the Permitted Usage Area. Violations of the No Smoking policy shall be subject to any and all state, county, City or other governmentally imposed penalties for same.

vi. Hole Brothers assumes all liability, and shall indemnify and hold the City and Department of State harmless, including reimbursement for reasonable attorneys' fees, from and against any and all loss claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of Hole Brothers' operation, use or occupation of the Permitted Usage Area or by or resulting from any act or omission of Hole Brothers, or any of its officers, agents, employees, guests, patrons or invitees.

### **SERVICE OF ALCOHOLIC BEVERAGES**

8. Hole Brothers shall be permitted to serve alcoholic beverages to patrons in the Permitted Usage Area, said service shall be subject to prior permission from the State Liquor Authority, as well as any other regulating agency or division, and obtaining the correct and proper permits. Proof of same shall be provided to the City prior to commencement of the service of alcoholic beverages in the Permitted Usage Area. Hole Brothers shall be deemed by the City to have such control of the Permitted Usage Area as required by the State Liquor Authority to enable Hole Brothers to meet its obligations concerning the sale of alcoholic beverages under any lawfully issued license or permit. Any and all agreements made by Hole Brothers for the sale of alcohol from the restaurant shall also be in compliance with the terms of the City's "ABC Law, Rules and Guidelines" (a copy of which is attached as- Attachment D), as the same may from time to time be amended. Hole Brothers acknowledges that the City is not involved in the sale of alcoholic beverages, and agrees to defend and indemnify the City, including reimbursement of the City's reasonable attorneys' fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to, or statutory duty arising from, the sale of alcoholic beverages.

### 9. **Insurances**

i. Hole Brothers shall provide the City with an insurance certificate clearly reflecting that the City is an additional insured on Hole Brothers' policy of *commercial general liability*

*insurance* or Business Owner's Policy containing minimum coverage of \$100,000 per person and \$500,000 per occurrence, together with property damage insurance in the sum of \$50,000, naming the City as loss payee for damage to City property. Hole Brothers' commercial general liability insurance policy must name the City as an additional named insured without restriction to vicarious liability issues only.

ii. Hole Brothers shall further provide the City with an insurance certificate clearly reflecting that the City is an additional insured on Hole Brothers' policy of *liquor liability insurance coverage* containing minimum coverage of \$1,000,000 individual/\$2,000,000 aggregate.

The above insurance certificates shall include the agreement of the insurer to provide direct notification to the City and to the Department of State at least thirty (30) days prior to cancellation of the required insurances for any reason.

10. Term: This Agreement commences **May 1, 2017**, and shall remain in effect, subject to other terms and conditions, until **April 30, 2018** unless earlier revoked or terminated by the parties. Any one of the signatories to the agreement -- the City, or Hole Brothers --, or the approving authority Department of State, shall have the right to terminate this agreement at any time, for any reason, without proof of cause, and without the requirement of notice, and Hole Brothers accepts said term as a specific condition of being granted this special use of the Permitted Usage Area on the Lower Deck. During any extended period of intended non-usage, exceeding seven (7) calendar days, all personal property of Hole Brothers shall be removed from the Lower Deck, and not reinstalled until the re-commencement of usage. This includes but shall not be limited to any and all tables, chairs, umbrellas, ropes, space heaters, dividers, refuse disposal containers, or other equipment belonging to Hole Brothers.

11. Monthly Fee for Permitted Use: Hole Brothers shall pay to the City the sum of \$250 per month for the duration of this Agreement. Said monthly charge or fee shall be paid to the City on or before the first day of each month. Said funds shall be used by the City for the use, care and maintenance of the Park, or for any City parklands for which support is deemed appropriate, in the City's sole discretion.

12. Renewal Periods: Hole Brothers shall have the opportunity to renew this Agreement, upon the same terms and conditions contained herein, for up to two additional one (1) year periods, beginning on May 1, 2018, by notifying the City, in writing, at least ninety (90) days in advance of the expiration of the annual term, of its intent to renew. All renewals for annual one year periods after April 30, 2020 shall be subject to negotiated terms at such time and shall also be subject to further approval by the Department of State.

13. Miscellaneous

i. The City and Hole Brothers agree that this agreement shall pertain solely to Hole Brothers, as the user of the Permitted Usage Area, and that this permissive use shall not be assigned by Hole Brothers to any person or entity without the City's prior express written

consent and approval of same by the Department of State. Hole Brothers agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

ii. Hole Brothers acknowledges and agrees that public access to the Permitted Usage Area may be restricted or that the Permitted Usage Area may be temporarily closed, by the City, for any reason including, but not limited to, river flooding, maintenance, repair, public safety, major public events, etc. In that event, Hole Brothers agrees that its sole remedy as against the City shall be limited to a pro rata abatement of rent. If this Agreement is cancelled by the City for any reason, with or without cause, Hole Brothers acknowledges and agrees that it shall have no recourse against the City for damages of any kind, whether denominated as direct, incidental, or consequential.

iii. The City and Hole Brothers acknowledge and agree that either party's failure to abide by the terms of this agreement will constitute a sufficient basis for the revocation of the Department of State's approval of any future renewals of the agreement.

iv. The City and Hole Brothers agree that the venue of any legal action arising from a claimed breach of this agreement is in Supreme Court, in and for the County of Jefferson, State of New York. This agreement shall be construed in accordance with the Laws of the State of New York.

v. This agreement sets forth the agreement between the parties and each party acknowledges that there are no promises, agreements, conditions, or understandings, oral or written, express or implied, which are not set forth herein. The invalidity of any severable covenant, condition or provision of this agreement shall not serve to invalidate any other covenant, condition or provision of this agreement, it being the intent of the parties to preserve so much of the terms of the agreement as possible. This agreement may only be extended, renewed or amended upon mutual written consent of the parties, with the prior approval of the Department of State.

vi. All notices required to be given under this agreement shall be in writing and shall be deemed to have been duly given on the date mailed and sent by certified mail, return receipt requested to the City of Watertown: City Manager, 245 Washington Street, Watertown, New York 13601, and Hole Brothers: Reg Schweitzer, Jr., Hole Brothers Holdings, LLC, P.O. Box 397, Chaumont, New York 13622.

IN WITNESS WHEREOF, the undersigned do hereby execute this agreement on behalf of, and with authority to bind, their respective entities, and/or Executive Department agencies, on the dates appearing below their signatures.

CITY OF WATERTOWN

HOLE BROTHERS HOLDINGS LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

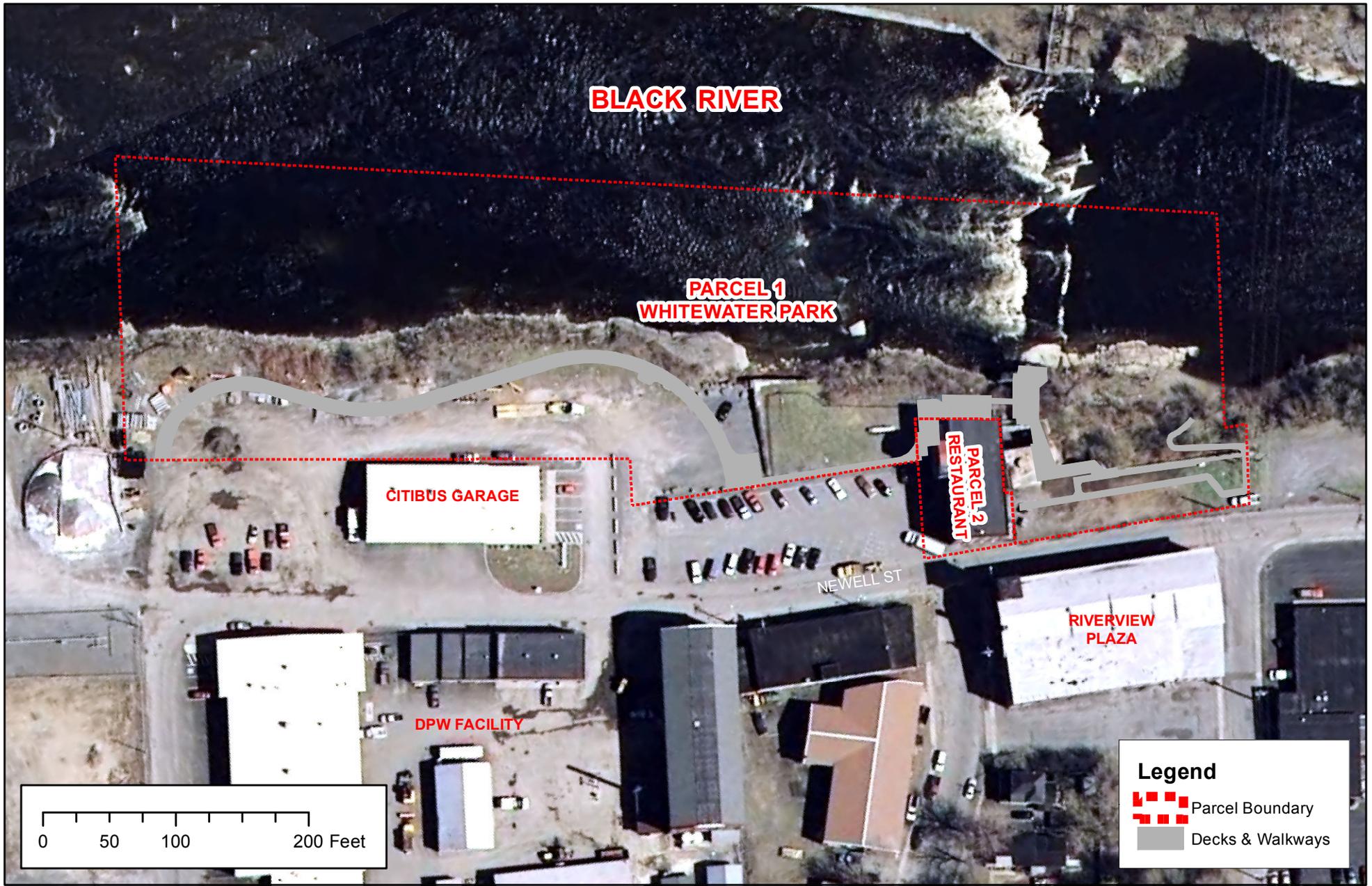
APPROVED by the NEW YORK STATE DEPARTMENT OF STATE:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTACHMENT A



CITY OF WATERTOWN, NEW YORK  
GIS DEPARTMENT



ROOM 305B, MUNICIPAL BUILDING  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601  
TEL: (315) 785-7793

Drawn By: J. Carlsson

Date: 11/8/2013

Approved By:

Date:

Scale: 1 inch = 100 feet

Map Number: 13-10

| Revision: | Description of Revision: | Date: | By: |
|-----------|--------------------------|-------|-----|
|           |                          |       |     |
|           |                          |       |     |
|           |                          |       |     |



Project:  
WHITEWATER PARK PUBLIC ACCESS  
LIMITED USE AGREEMENT

Title:  
ATTACHMENT A

ATTACHMENT B

# FACE PAGE

**STATE AGENCY (Name and Address):**

NYS Department of State  
41 State Street  
Albany, NY 12231-0001

**NYS COMPTROLLER'S #:**

C006665

**ORIG. AGENCY CODE:**

19000

**CONTRACTOR (Name and Address):**

City of Watertown  
245 Washington Street  
Watertown, NY 13601

**TYPE OF PROGRAM:** Environmental Protection  
Fund Act - 05 LWRP**STATE SHARE FUNDING AMOUNT FOR  
INITIAL PERIOD \$500,000****LOCAL SHARE FUNDING AMOUNT FOR  
INITIAL PERIOD \$500,000****FEDERAL TAX IDENTIFICATION NUMBER:**

15-6000419

**INITIAL CONTRACT PERIOD:****FROM:** November 1, 2006 **TO:** December 31, 2008**MUNICIPALITY #****APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT**

|   |  |
|---|--|
| APPENDIX A:   | Standard clauses as required by the Attorney General for all state contracts   |
| APPENDIX A1 Including<br>Attachments 1, 2, & 3 thereto: | Agency-specific clauses  |
| APPENDIX B:   | Budget   |
| APPENDIX C:   | Payment and Reporting Schedule   |
| APPENDIX D:   | Program Workplan   |
| APPENDIX X:   | Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods) |

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. C006665

CONTRACTOR

City of Watertown

By: [Signature]  
Jeffrey E. Graham

(Print Name)

Title: Mayor

Date: 6/15/07

STATE AGENCY:

New York State Department of State

By: [Signature]

Judith E. Kenny  
DOS Director of Administration  
and Management

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

Date: 6/15/07

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."

ACKNOWLEDGMENT

State of New York )  
County of Jefferson )ss:

On this 4th day of April, 2007, before me personally came Jeffrey E. Graham to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 557 Pearl Street, Watertown, NY (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the Mayor (title of officer or employee) of the City of Watertown (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

[Signature]  
SONJA C. THOMPSON  
Notary Public in the State of New York  
Qualified in Jefferson County, No. 402440  
My Commission Expires 5/14/09  
NOTARY PUBLIC

ATTORNEY GENERAL:

Approved:  
NYS Office of the State Comptroller

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

APPROVED AS TO FORM  
NYS ATTORNEY GENERAL  
JUN 19 2007  
[Signature]  
LORRAINE I. REMO  
SENIOR ATTORNEY

APPROVED  
DEPT. OF AUDIT & CONTROL  
JUL 11 2007  
[Signature]  
FOR THE STATE COMPTROLLER

## STATE OF NEW YORK AGREEMENT

The AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

### I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, this AGREEMENT may be extended by up to two Contract Periods not to exceed twelve months each.

To modify the AGREEMENT within an existing PERIOD the parties shall revise or complete the appropriate appendix forms(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, 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 this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A. (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

## II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

## III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR shall cancel, prior to the effective date of any prospective termination, all outstanding obligations, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

## V. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accident and/or injuries to person (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor 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.

## V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

## VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT 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.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

# APPENDIX A

## STANDARD CLAUSES FOR NYS 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, licenser, 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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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 (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

**4. WORKERS' 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, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** 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, the Contractor agrees, as a 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 of appeal (2NYCRR 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) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting 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:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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; and

(c) the Contractor shall state, in all solicitations 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, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

**13. 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.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment 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.

**16. 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.

**17. 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.

**18. 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 State Finance Law §165. (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.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. 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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
 Division for Small Business  
 30 South Pearl St -- 7<sup>th</sup> Floor  
 Albany, New York 12245  
 Telephone: 518-292-5220  
 Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
 Division of Minority and Women's Business Development  
 30 South Pearl St -- 2nd Floor  
 Albany, New York 12245  
 Telephone: 518-292-5250  
 Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York 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 New York 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 this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their 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 they offer will 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 they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

## APPENDIX A1

### Agency-Specific Clauses

- I. This Agreement has been entered into pursuant to the following understandings:
  - A. Title 11 of the Environmental Protection Fund Act provides for State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
  - B. The Department of State (Department) is authorized by such Act to evaluate and determine eligibility of applications for funding of projects.
  - C. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Appendix D, the Department has made a determination of eligibility of funding for Contractor's project under such Act.
  - D. State funds (Funding Amount set forth on the Face Page) for this Project (Appendix D Program Workplan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
  - E. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.
  - F. The 2005 "Request for Applications" required the Applicant to budget for costs associated with training for projects which fall under the following categories: Urban Waterfront Redevelopment, Preparing or Implementing Waterbody/Watershed Management Plans, Making the Most of Your Waterfront, and Completing or Implementing a Local Waterfront Revitalization Program.
  - G. Appendix D, Workplan, states which session(s) and how many employees are to attend said training sessions(s). The Department will notify the Contractor when training session(s) will be held. Prior to the session(s) being held, the Department will advance to the Contractor an amount equal to the cost of the registration fee(s) as defined in Appendix B, Budget. Within two weeks upon receipt of the advance, the Contractor agrees to submit payment for the required registration fee(s) in accordance with the notification letter from the Department. The Contractor agrees to participate in the designated training session(s).
  - H. Failure of the Contractor to transmit the registration fees or attend the training session(s) will result in the withholding of payments in the amount of the advance and could result in this contract being terminated. In no case should the funds allocated for training be used for any other purpose without prior approval of the Department.

## II. General

- A. For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise.
- B. The contract period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed.
- C. No liabilities are to be incurred beyond the termination date and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.

- D. The Department shall not be liable for expenses of any kind incurred in excess of the State Funds as set forth on the Face Page, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
- E. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives described in Appendix D in accordance with: provisions of this Agreement; relevant State, federal and local laws, rules and regulations, administrative and fiscal guidelines; where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders and judicial orders.
- F. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format described in Appendix A1, Attachment 1, such forms to be provided Contractor by the Department.
- G. The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Workplan (Appendix D) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.
- H. The Department will provide Contractor with a Quarterly Contractor Report (Appendix A1, Attachment 2) pursuant to the Department's Minority and Women-owned Business Enterprises Program. In the event Contractor utilizes Minority and Women-owned Business Enterprises as discussed in Section XIV in Appendix A1, such report shall be provided to the Department at the address on the Quarterly Contractor Report.
- I. The Contractor shall submit two copies of a "Project Status Report" (Appendix A1, Attachment 3) on a six month basis for the periods ending June 30 and December 31. Reports are due no later than 30 days following the end of each reporting period.

### III. Additional Requirements for Construction Projects

- A. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
- B. The State shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
- C. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

- D. It is the Contractor's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The Contractor must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this Agreement, similar proof or waiver from the contractor or subcontractor, and must maintain such documentation on file for audit.

IV. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund Act."

V. License to use and reproduce documents and other works:

By acceptance of this Agreement, Contractor transfers to the Department a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with the Project, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement. Such warranty shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

VI. Contractors Insurance Requirements

- A. Prior to the commencement of the Work, the Contractor shall file with the Department of State, Division of Coastal Resources, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such Certificate shall be of form and substance acceptable to the Department.
- B. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
- C. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, 41 State Street, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
- D. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
- E. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.

- F. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
- G. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
- H. Unless the Contractor self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
1. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
    - a. If such insurance contains an aggregate limit, it shall apply separately to this location.
    - b. Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of Contractors Work.
  2. Where the Project described in Appendix D includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
  3. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
  4. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
  5. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of DOS held in their care, custody and/or control.
  6. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.

- I. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1 million.

## VII. Property

- A. Pursuant to the provisions set forth in Section V, page 3 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.
- B. Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights -of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such Project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

## VIII. Date/Time Warranty

- A. Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.
- B. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
- C. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

## IX. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

- A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.

- B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
- C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.
- D. This provision does not apply to non-residents' fishing and hunting license fees.

X. Alienation

Where the Project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

- A. The Contractor shall not at any time sell or convey any facility or any portion of the Project acquired or developed pursuant to this Agreement or convert such facility or any portion of the Project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
- B. The Contractor agrees to own a property interest sufficient to maintain and operate the project in **perpetuity**. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

XI. Subcontracting Requirements

- A. The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Appendix D, subject to prior written approval by the Department of any subcontractor and the terms of any subcontract. Subcontractors shall comply with all applicable requirements of the Agreement between the Contractor and the State.

XII. Compliance with Procurement Requirements

- A. All contracts by municipalities for professional services, all contracts for construction involving not more than \$20,000 and all purchase contracts involving not more than \$10,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to any additional requirements imposed by the State as set forth in Appendix D hereof.
- B. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all construction contracts involving more than \$20,000 and more than \$10,000 for purchase contracts. In the case of construction contracts involving not more than \$20,000, purchase contracts involving not more than \$10,000, and contracts for professional services, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with.

### XIII. Requirements for Contract GIS Products (2/04)

#### A. GENERAL MAP PRODUCT REQUIREMENTS — The following general cartographic requirements must be adhered to by the Contractor:

1. Map Products -- The Division requires delivery of digital map products, unless otherwise specified in the Request for Proposal (RFP), that meet the specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section. If analog map products are required by the RFP, they must meet specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS section.
2. Deliverable Format -- All digital map and attribute table files must be provided in MapInfo Tab file format on Recordable CD or DVD, 3.5" floppy diskette media, external hard drive, via e-mail attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided in ArcInfo/GIS export format (.e00) or ArcView shape file format on the same media types upon approval of the Division. All other digital formats require prior approval of the Division. Coordination with the Division prior to submission of digital media is required to ensure compatibility of the delivered materials.
3. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
4. Map Accuracy -- Unless otherwise stated in the RFP, all deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Division the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
5. Datums -- Unless otherwise specified in the RFP, all map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88).

#### B. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS — The following cartographic construction requirements must be adhered to by the Contractor:

1. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.

2. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
  3. Point Duplication -- No duplication of points that occur within a data string is permitted.
  4. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
  5. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
  6. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
  7. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
  8. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.
- C. ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS — The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale stipulated in the RFP. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
1. Base Map Media -- All maps must be created on mylar or other stable base material.
  2. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Division, all maps should be compiled at 1:24,000. If other map scales are approved by the Division, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
  3. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
  4. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the GENERAL MAP PRODUCT REQUIREMENTS above and the map scale.

5. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section outlined above.

#### D. CONTRACT DATABASE STANDARDS

1. Delivery Media — All database and tabular files must be provided on digital media as specified above in Deliverable Format.
2. Software Format – Database and tabular files can be provided in Corel Quattro, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Division.
3. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

#### XIV. Payment and Records Retention

- A. Payments shall be made as set forth in Appendix C.
- B. The Contractor shall maintain, at its principal place of business, detailed books and accounting records supported by original documentation relating to the incurring of all expenditures, as well as payments made pursuant to this Agreement. The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for a reasonable time following, issuance of the FINAL payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and accounting records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate fiscal books and records for all funds received through the Department pursuant to this Agreement.
- C. During the term of this Agreement and for a period of six years after its termination, the Contractor shall make all such books and records available to the Department and the Office of the State Comptroller, or their designated representatives, for inspection and audit.

#### XV. Equal Employment Opportunity

The Contractor hereby assures that it is, and shall be for the duration of this Agreement, in compliance with the Federal Equal Employment Opportunity Act of 1972 (Public Law 92-261), as amended.

#### XVI. Article 15-A of The New York State Executive Law

The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned

business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department, as set forth in Appendix A1, Attachment 2.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract, reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an Equal Employment Opportunity (EEO) Policy Statement to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- 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.
- The contractor will undertake or continue existing programs of affirmative action 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, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.
- The contractor will state in all solicitations and 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, age, disability or marital status.
- The contractor will, at the request of the Department, 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 because 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.
- The contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.

- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.
- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-5741. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.empire.state.ny.us>, double click (left column) on: NY ♥ BIZ (Doing Business in New York); put the cursor over: Small and Growing Business and, from that menu, click on: Minority and Women-Owned Business. From the center column, highlighted in blue, click on the bullet: "Search the Directory of Certified Minority- and Women-Owned Business Enterprises."

The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

#### XVII. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

#### XVIII. Submission of all correspondence and documentation

- A. The Contractor agrees to provide the Department with original and two copies of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Appendix D, and payment request documentation as described in Appendix C.
- B. All information as described in A. above shall include the NYS Comptroller's # as indicated on the Face Page of this Agreement.

#### XIX. Environmental Review

- A. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
- B. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

XX. Default and Termination

- A. The Department may terminate the Agreement in accordance with the terms and conditions in Section III.
- B. In addition to whatever other reserved rights it has to terminate the Agreement, the Department may terminate the Agreement when it is in the best interests of the State or (1) for cause, (2) for convenience, or (3) due to unavailability of funds.
- C. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
- D. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
- E. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
- F. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

XXI. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement, or amendments thereto, allocates funds totaling \$15,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.
- B. If this Agreement, or amendments thereto, allocates funds totaling more than \$15,000, it shall be deemed to be fully executed when approved by the Office of the State Comptroller.

## FINAL PROJECT SUMMARY REPORT

Final payment of the grant is dependent upon the satisfactory completion and acceptance by the Department of State, *Division of Coastal Resources* of this FINAL PROJECT SUMMARY REPORT along with the requisite documentation. In addition to the other requirements of the contract, the grant recipient is responsible to relay the importance, the significance and the value of the completed project to the community, the region and the state through the completion of the report.

The following outline should be used to complete the FINAL PROJECT SUMMARY REPORT:

1. Project Title: \_\_\_\_\_
2. Name of Municipality: \_\_\_\_\_
3. Actual Project Costs:
  - a. State funds expended (identify source, eg. EPF, Clean Water/ Clean Air Bond Act, etc.): \_\_\_\_\_
  - b. Local funds expended: \_\_\_\_\_
  - c. Other funds expended: \_\_\_\_\_
4. Project Manager: Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Mailing address: \_\_\_\_\_  
 \_\_\_\_\_  
 Tel. number: (    ) \_\_\_\_\_  
 Fax number: (    ) \_\_\_\_\_  
 E-mail address: \_\_\_\_\_
5. Federal Tax Identification Number: \_\_\_\_\_
6. Project Background (briefly explain in a short paragraph why this project was necessary, what its value is and/or its importance to the community):
7. Project Work (briefly describe the work that was done to complete the project):
8. Project Descriptions (use the following guidelines to describe the project and please be concise in the description):
  - a. For a Planning Project describe the findings or recommended strategies.
  - b. For a Design Project describe what is to be built.
  - c. For a Construction Project describe what was built.
9. Project Documentation: The Department of State, *Division of Coastal Resources* requires a visual documentation of the Environmental Protection Fund projects. Project products should be visually documented using a 35mm camera or a digital camera. The 35mm color slides and/or digital camera disc should be labeled and dated when submitted along with the completed FINAL PROJECT SUMMARY REPORT.

Visuals should illustrate the final project product and, as appropriate, activities undertaken to complete the project. For example, some projects would call for visuals that include photographs of volunteers participating in a wetland restoration project (planting Spartina); photographs of historical signs markers, kiosks, etc. being placed; or photographs of an artist's rendering of a waterfront design.

Design, planning, and construction projects call for different visual documentation. Therefore, the following guidelines are suggested:

- For design projects, visuals of renderings and/or graphics that depict the final product.
- For planning projects, visuals of any graphics, where appropriate, that illustrate the final product.
- For construction projects, visuals of work in progress and the finished project.

In addition to the 35mm color slides/digital camera disc, a video (vhs format) of the project with a verbal description is desirable but not mandatory. The video may be used in a future documentary.

## Minority and Women-owned Business Enterprises (MWBE) Program Quarterly Contractor Report

**INSTRUCTIONS:**

1. Please prepare reports based on calendar quarters, or prepare one annual report.
2. Use a separate Report sheet for each contract or program area
3. Record the amount paid for each service/product for the time period identified below.
4. Send completed reports to the Minority and Women-owned Business Enterprises Program at the above address.

**REPORT PERIOD**

Report should cover a calendar quarter OR the program year. FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
 Enter the inclusive dates of the quarter or for the program year. ↗ ↗ ↗

|  |                |                                      |
|--|----------------|--------------------------------------|
| <i>CONTRACTOR NAME</i>                                 | <i>PROGRAM</i> | <i>DOS CONTRACT NUMBER</i>           |
| <i>CONTRACTOR ADDRESS</i>                              |                | <i>Service Area of Contract Work</i> |
| <i>NAME and TITLE of CONTACT PERSON (Please Print)</i> |                | (     )<br><i>TELEPHONE NUMBER</i>   |

| VENDOR NAME and ADDRESS | TYPE of VENDOR   | DESCRIPTION of SERVICE/PRODUCT | AMOUNT PAID THIS PERIOD | COMMENTS |
|-------------------------|--|--------------------------------|-------------------------|----------|
|                         | <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                                | \$                      |          |
|                         | <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                                |                         |          |
|                         | <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                                |                         |          |
|                         | <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                                |                         |          |
|                         | <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                                |                         |          |
|                         | <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                                |                         |          |
|                         | <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                                |                         |          |
|                         | <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                                |                         |          |
|                         | <input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                                |                         |          |

**Project Status Form**

RECIPIENT \_\_\_\_\_ CONTRACT # \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_

Status Report Date: \_\_\_\_\_

| <u>Task #</u> | <u>Brief Task Description</u> | <u>A/T</u> | <u>Date of Completion</u> | <u>Percent of Completion</u> | <u>Task Accomplishments</u> | <u>Product Submitted to DOS</u> |
|---------------|-------------------------------|------------|---------------------------|------------------------------|-----------------------------|---------------------------------|
|---------------|-------------------------------|------------|---------------------------|------------------------------|-----------------------------|---------------------------------|

**JUSTMENTS - Please indicate proposed adjustment(s) to work program/schedule, reason(s) for the proposed adjustment(s), and any other problems encountered during this reporting period:**

Person to contact if we have questions about the information provided on this form:

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Affiliation: \_\_\_\_\_

Fax: \_\_\_\_\_

Appendix B

**BUDGET SUMMARY**

|   |                |
|---|----------------|
| A. Salaries & Wages (including Fringe Benefits) | \$0.00         |
| B. Travel                                       | \$1,750.00     |
| C. Supplies/Materials                           | \$0.00         |
| D. Equipment                                    | \$0.00         |
| E. Contractual Services                         | \$997,375.00   |
| F. Other  | \$875.00       |
| <br>  |                |
| TOTAL PROJECT COST                              | \$1,000,000.00 |
| <br>  |                |
| Total State Funds (50% of Total)                | \$500,000.00   |
| Total Local Share (50% of Total)                | \$500,000.00   |

Appendix B (Budget Detail Sheet)

| A. SALARIES & WAGES |                      |                                       |
|---------------------|----------------------|---------------------------------------|
| <u>TITLE</u>        | <u>ANNUAL SALARY</u> | <u>AMOUNT CHARGED TO THIS PROJECT</u> |
|                     |                      | SUBTOTAL \$0.00                       |

| B. TRAVEL                               |  |                      |
|---|--|----------------------|
| Travel to attend DCR training sessions. |  |                      |
|   |  | SUBTOTAL \$ 1,750.00 |

| C. SUPPLIES/MATERIALS |  |                 |
|-----------------------|--|-----------------|
|                       |  | SUBTOTAL \$0.00 |

| D. EQUIPMENT |  |                  |
|--------------|--|------------------|
|              |  | SUBTOTAL \$ 0.00 |

| E. CONTRACTUAL SERVICES                               |  |                       |
|---|--|-----------------------|
| Downtown Pedestrian Connection .....                  |  | \$618,250.00          |
| [Design: \$150,000.00/Construction: \$468,250.00]     |  |                       |
| Hole Brothers Shoreline and Access Improvements ..... |  | \$199,600.00          |
| [Design: \$30,000.00/Construction: \$169,600.00]      |  |                       |
| Route 3 Wave Access Improvements .....                |  | \$179,525.00          |
| [Design: \$10,000.00/Construction: \$169,525.00]      |  |                       |
|   |  | SUBTOTAL \$997,375.00 |

**F. OTHER**

Training - One staff person to the following training sessions (Registration fee \$125 per person per session):

I-2, Role of Consultants (2 sessions)

I-4, Organization for Implementation of Vision and Capacity Building (1 session)

I-5, SEQR (1 session)

L-1, Grants Administration (1 session)

L-12, Using the Adopted LWRP (2 sessions)

**SUBTOTAL \$875.00**

## APPENDIX C

### Payment and Reporting Schedule

#### I. Payment Schedule

- A. The Department shall make interim advances to the Contractor for registration fees as described in Appendix A1-IG.
- B. The Department shall make interim payments for eligible costs incurred up to an amount not to exceed 90% of the State Share Funding Amount. The final payment will be made upon satisfactory completion of the Project.
- C. Not more frequently than once every 30 days, a properly executed payment request, on forms as prescribed by the Department documenting total project costs incurred to date, may be submitted.
  1. Payment provided above shall be made to the Contractor upon the submission by the Contractor of properly executed payment request. Such request shall contain the following: (1) "Summary Sheet Documentation Forms" as provided by the Department, for reimbursement of actual and eligible expenditures, (2) the required work products, and (3) a properly executed State Voucher.
  2. Payment requests will be reviewed in accordance with the terms and conditions of this Agreement to determine total allowable project costs incurred and the number and percentage of allowable project tasks completed to date. For the purpose of determining the level of reimbursement, otherwise allowable project costs may be reduced if the percentage of task completion is deemed insufficient.
  3. Total allowable project costs, adjusted pursuant to 2. above, will be prorated between State Share and Local Share costs in the same proportions as Total State Share is to Total Local Share as set forth on the Face Page.
  4. Interim payments will be issued in amounts equal to the State Funds calculated in 3. above, less outstanding advance payments.
  5. The final payment will be issued upon receipt and approval of a payment request marked "FINAL" documenting all project costs incurred and tasks completed and submission of the Final Project Summary Report. Such final payment request shall be submitted within 60 days following the ending date of this Agreement.

#### II. Reporting

- A. Payment requests as described in I.B. above shall be certified by a duly authorized representative of the Contractor as accurately representing such accomplishments and expenses as recorded in the Contractor's accounting records, including, where goods or services are provided by third parties not party to this Agreement, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.

- B. Notwithstanding the above requirements, upon written notification by the Department, the Contractor may be required to submit source documentation and additional verification of allowable expenditures.
- C. Payment requests shall be submitted to:

New York State Department of State  
Contract Administration Unit - LWRP  
41 State Street - 10th Floor  
Albany, New York, 12231-0001

- D. Claimed expenditures per cost category may not exceed the amounts indicated in the Budget, Appendix B, by ten percent (10%) without approval of the Department, provided that the Total Project Cost as set forth in Appendix B, Budget Summary is not exceeded. Any expenditure in excess of such 10% or that changes the State Share or Local Share funding amount shall require an amendment to the Project Budget submitted in writing by the Contractor and approved by the Department. No expenditures shall be allowed for items not set forth in the Project Budget without written approval of the Department.

### III. Other

- A. Notwithstanding the submission of timely and properly executed payment requests, the Department shall be under no obligation to make payment for expenditures incurred without the prior Department approvals and/or amendments required under this Agreement and, further, shall have the right to withhold any such payment pending the execution of such approval and/or amendment.
- B. Interest income earned on funds received pursuant to this Agreement shall be used to further the purpose of this Project or shall be deducted from total eligible cost to determine the net eligible costs to be reimbursed by the Department.
- C. The Department shall have the right to conduct on-site progress assessments and reviews of the Project and Contractor's books and records during the life of this Agreement and for a reasonable time following issuance of the FINAL payment. The Contractor shall furnish proper facilities, where necessary or useful, for such access and inspection.
- D. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this Agreement, if found that the Contractor has misrepresented any expenditures or project activities in this Agreement, or in any progress reports or payment requests made pursuant hereto.
- E. The Contractor shall maintain separate fiscal books and records for all funds received through the Department and project activities conducted pursuant to this Agreement, and shall make all such books and records available to the Department, the Office of the State Comptroller, or their designated representatives for inspection and audit for a period of six years following termination of this Agreement.

## APPENDIX D

### PROGRAM WORK PLAN

**Contractor:** City of Watertown  
**Program Contact Person:** Christine Hoffman, Downtown Development Specialist  
**Phone: (Office)** (315) 785-7730  
**(Fax)** (315) 782-9014

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#### Design and Construction of Black River Access and Tourism Amenities

##### 1. Project Description

The City of Watertown (the Contractor) will undertake a multi-component project to implement high priority activities identified in the City's draft Local Waterfront Revitalization Program, making the Black River more accessible for boaters, residents and visitors. This design and construction project involves the following three components:

- A) **Downtown Pedestrian Connection** will provide an improved pedestrian connection at Newell Street to the existing Riverwalk, from Public Square and through the "JB Wise" City-owned parking lot. The connection will include: a covered walkway located within the JB Wise parking lot; reconfiguration of the parking lot, including new vehicle entrances/exits from Public Square, Court Street and City Center Drive; and, landscaping, lighting and traffic calming measures. Actual reconstruction of the parking lot will not occur under this grant, but will be addressed in a later phase.
- B) **Hole Brothers Shoreline and Access Improvements** will provide shoreline and related improvements at the "Hole Brothers" site, located off Newell Street approximately one quarter mile from the western end of the Riverwalk, to upgrade boater access and increase visitor/spectator capacity. The improvements will incorporate the ruins of a concrete dam and former turbine building, and include: a stepped trail to the shoreline with trail links to the Riverwalk; removal of unsafe concrete structures along the riverbank; riverbank stabilization - terracing and natural rock seating; and, brush clearing and lighting.
- C) **Route 3 Wave Access Improvements** will improve the Route 3 Wave Access site, located at the eastern edge of the City, to provide boater and spectator access to the river. A design specialist will conduct a study to identify the most feasible and cost-effective ways to improve kayak and spectator access to the eastern side of the Route 3 bridge. The resulting design recommendations will be used to prepare bid packages and construct the recommended access improvements.

Work will advance the City's efforts to capitalize on their waterfront resources, supported by a previous Environmental Protection Fund Local Waterfront Revitalization Program award.

## 2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Division of Coastal Resources to the project. The materials must include the following acknowledgment:

*“This (document, report, map, etc.) was prepared for the New York State Department of State Division of Coastal Resources with funds provided under Title 11 of the Environmental Protection Fund.”*

The Contractor shall erect on the site a sign indicating the source of the grant, as stated in Appendix A-1, Section III A of this contract.

The contributions of the Division of Coastal Resources must also be acknowledged in community press releases issued for the project. Project press releases shall be submitted to the Division of Coastal Resources for review and approval prior to release to ensure appropriate attribution.

The Contractor must submit to the Division of Coastal Resources **three copies** of all written reports and supporting graphics, final design documents, and other printed materials.

## 3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer, or financial administrator for the municipality (Contractor) shall certify to the Division of Coastal Resources that applicable public bidding procedures of General Municipal Law §103 were followed for all construction contracts involving more than \$20,000 and more than \$10,000 for purchase contracts. In the case of construction contracts involving not more than \$20,000, purchase contracts involving not more than \$10,000, and contracts for professional services, the municipal attorney, chief legal officer, or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with.

## 4. Training

A required component of the Title 11 Environmental Protection Fund program is Contractor participation in a training session or sessions focused on developing and implementing revitalization strategies (Appendix A1-I). The purpose of these training sessions is to build knowledge and provide support to community leaders to advance revitalization efforts and advance grant priorities. The Division of Coastal Resources has determined that the Contractor will attend the following training sessions:

One staff person at:

- I-2, Role of Consultants
- I-4, Organization for Implementation of Vision and Capacity Building
- I-5, SEQR
- L-1, Grants Administration
- L-12, Using the Adopted LWRP

The Division of Coastal Resources will issue advance payment(s) for registration fee(s) to the Contractor, who will issue payment for registration fee(s) in accordance with the notification letter(s) from the Department.

## 5. Project Components

### I. Project Start-Up

#### Task 1: Initial Project Scoping Meeting

The Contractor, the Division of Coastal Resources (DCR), project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements (including Training required under this contract), roles and responsibilities of project partners, the selection process for procuring consultant services for the project, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during initial project scoping. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

#### Task 2: Community Training

The Contractor will participate in the Community Training Program as stated in Section 4 above.

Product: Copy of transmittal letter submitting payment for registration fees. Participation in training session(s).

#### Task 3: Project Advisory Committee

The Contractor shall establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community based organizations. A draft list of proposed members shall be circulated to DCR for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

## II. Project Implementation

### A) Downtown Pedestrian Connection

Task 1: Request for Proposals for consultant services: downtown pedestrian connection

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to DCR for review and approval prior to release for solicitation of proposals.

Products: Approved RFPs released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 2: Consultant Selection and Compliance with Procurement Requirements

In consultation with DCR, the Contractor and project advisory committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- ▶ Quality and completeness of the response.
- ▶ Understanding of the proposed scope of work.
- ▶ Applicability of proposed alternatives or enhancements to information requested.
- ▶ Cost-effectiveness of the proposal.
- ▶ Qualifications and relevant experience with respect to the tasks to be performed.
- ▶ Reputation among previous clients.
- ▶ Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a professional engineer or licensed architect/landscape architect is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the DCR that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by DCR.

Products: Consultant(s) selected and approved by DCR. Written certification of procurement procedures.

Task 3: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan

with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Draft and final, executed consultant subcontract(s).

Task 4: Project Scoping Session

In consultation with DCR, the Contractor shall hold an initial meeting with the consultant(s), and other project partners as appropriate, to review requirements for the **downtown pedestrian connection**, site conditions, and roles and responsibilities; identify new information needs and next steps; and, transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include:

- project scope
- project area
- project goal and objectives
- existing relevant information
- responsibilities of participants (Contractor, consultant, DCR)
- time frames and deadlines
- expected products

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 5: Site Reconnaissance and Schematic Designs

(a) Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for designs. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site

- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

(b) Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the **downtown pedestrian connection**, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and DCR.

In consultation with the DCR and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Schematic design alternative selected.

Task 6: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative for the **downtown pedestrian connection** including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not

proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design for the **downtown pedestrian connection** based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 9: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates for the **downtown pedestrian connection**. The final design and construction documents shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by an engineer, architect or landscape architect.

Task 10: Permits

After the final design and construction documents for the **downtown pedestrian connection** have been approved by the DCR, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required

permits or approvals. A pre-application meeting with the DCR and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 11: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents for the **downtown pedestrian connection** have been approved by the DCR, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work

plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the DCR that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 12: Construction of downtown pedestrian connection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify DCR monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the DCR tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Reconstruction of the parking lot will not occur under this grant.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the DCR shall verify progress and completion of the work for the **downtown pedestrian connection** through periodic site inspections. The Contractor or its consultant(s) shall submit to DCR written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress and identification of problems to be addressed.

Task 14: Completion of Downtown Pedestrian Connection

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by an engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall submit three copies of As-Built Plans, certified by an engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to DCR, including a copy of the completion statement and a copy of the As-Built Plans. The Contractor shall not

pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to DCR, until DCR concurs that the work on the downtown pedestrian connection is complete.

Products: Statement of completion, certified As-Built Plans, and final project report.

**B) Hole Brothers Shoreline and Access Improvements**

Task 1: Request for Proposals for consultant services: Hole Brothers shoreline and access improvements

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to DCR for review and approval prior to release for solicitation of proposals.

Products: Approved RFPs released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 2: Consultant Selection and Compliance with Procurement Requirements

In consultation with DCR, the Contractor and project advisory committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- ▶ Quality and completeness of the response.
- ▶ Understanding of the proposed scope of work.
- ▶ Applicability of proposed alternatives or enhancements to information requested.
- ▶ Cost-effectiveness of the proposal.
- ▶ Qualifications and relevant experience with respect to the tasks to be performed.
- ▶ Reputation among previous clients.
- ▶ Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a professional engineer or licensed architect/landscape architect is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the DCR that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by DCR.

Products: Consultant(s) selected and approved by DCR. Written certification of procurement procedures.

Task 3: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Draft and final, executed consultant subcontract(s).

Task 4: Project Scoping Session

In consultation with DCR, the Contractor shall hold an initial meeting with the consultant(s), and other project partners as appropriate, to review requirements for the **Hole Brothers shoreline and access improvements**, site conditions, and roles and responsibilities; identify new information needs and next steps; and, transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include:

- project scope
- project area
- project goal and objectives
- existing relevant information
- responsibilities of participants (Contractor, consultant, DCR)
- time frames and deadlines
- expected products

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 5: Site Reconnaissance and Schematic Designs

(a) Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for designs. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design

- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

(b) Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the **Hole Brothers shoreline and access improvements**, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and DCR.

In consultation with the DCR and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Schematic design alternative selected.

Task 6: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative for the **Hole Brothers shoreline and access improvements** including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to

discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design for the **Hole Brothers shoreline and access improvements** based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 9: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates for the **Hole Brothers shoreline and access improvements**. The final design and construction documents shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by an engineer, architect or landscape architect.

Task 10: Permits

After the final design and construction documents for the **Hole Brothers shoreline and access improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the DCR and the

appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

**Task 11: Bid Process and Selection of Construction Subcontractor**

After the final design and construction documents for the **Hole Brothers shoreline and access improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the DCR that applicable public bidding procedures of

General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 12: Construction of Hole Brothers Shoreline and Access Improvements

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify DCR monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the DCR tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the DCR shall verify progress and completion of the work for the **Hole Brothers shoreline and access improvements** through periodic site inspections. The Contractor or its consultant(s) shall submit to DCR written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress and identification of problems to be addressed.

Task 14: Completion of Hole Brothers Shoreline and Access Improvements

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by an engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall submit three copies of As-Built Plans, certified by an engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to DCR, including a copy of the completion statement and a copy of the As-Built Plans. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to DCR, until DCR concurs that the work on Hole Brothers shoreline and access improvements is complete.

Products: Statement of completion, certified As-Built Plans, and final project report.

**C) Route 3 Wave Access Improvements**

Task 1: Request for Proposals for consultant services: Route 3 Wave Access Improvements

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to DCR for review and approval prior to release for solicitation of proposals.

Products: Approved RFPs released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 2: Consultant Selection and Compliance with Procurement Requirements

In consultation with DCR, the Contractor and project advisory committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- ▶ Quality and completeness of the response.
- ▶ Understanding of the proposed scope of work.
- ▶ Applicability of proposed alternatives or enhancements to information requested.
- ▶ Cost-effectiveness of the proposal.
- ▶ Qualifications and relevant experience with respect to the tasks to be performed.
- ▶ Reputation among previous clients.
- ▶ Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a professional engineer or licensed architect/landscape architect is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the DCR that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by DCR.

Products: Consultant(s) selected and approved by DCR. Written certification of procurement procedures.

Task 3: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Draft and final, executed consultant subcontract(s).

Task 4: Project Scoping Session

In consultation with DCR, the Contractor shall hold an initial meeting with the consultant(s), and other project partners as appropriate, to review requirements for the **Route 3 Wave Access Improvements**, site conditions, and roles and responsibilities; identify new information needs and next steps; and, transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include:

- project scope
- project area
- project goal and objectives
- existing relevant information
- responsibilities of participants (Contractor, consultant, DCR)
- time frames and deadlines
- expected products

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 5: Site Reconnaissance and Schematic Designs

(a) Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for designs. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

(b) Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the **Route 3 Wave Access Improvements**, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and DCR.

In consultation with the DCR and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Schematic design alternative selected.

Task 6: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative for the **Route 3 Wave Access Improvements** including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design for the **Route 3 Wave Access Improvements** based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 9: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates for the **Route 3 Wave Access Improvements**. The final design and construction documents shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by an engineer, architect or landscape architect.

## Task 10: Permits

After the final design and construction documents for the **Route 3 Wave Access Improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the DCR and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

## Task 11: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents for the **Route 3 Wave Access Improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the DCR that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 12: Construction of Route 3 Wave Access Improvements

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify DCR monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the DCR tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the DCR shall verify progress and completion of the work for the **Route 3 Wave Access Improvements** through periodic site inspections. The Contractor or its consultant(s) shall submit to DCR written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress and identification of problems to be addressed.

Task 14: Completion of Route 3 Wave Access Improvements

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by an engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall submit three copies of As-Built Plans,

certified by an engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to DCR, including a copy of the completion statement and a copy of the As-Built Plans. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to DCR, until DCR concurs that the work on Route 3 Wave Access Improvements is complete.

Products: Statement of completion, certified As-Built Plans, and final project report.

### III. Project Reporting

#### Task 1: Semi-annual Reporting

The Contractor or its consultant(s) shall submit to the DCR semi-annual reports (every six months) on the form provided, including a description of the work accomplished, any problems encountered, and any assistance needed. The report may be submitted as part of a payment request.

Products: Semi-annual reports during the life of the contract.

#### Task 2: Measurable Results

The Contractor or its consultant(s) shall work with the DCR project manager to complete the Measurable Results Form. Final payment shall not be authorized until the Measurable Results Form has been completed and filed with project deliverables.

Products: Completed Measurable Results Form.

## 6. Project Management Responsibilities

For this project, the primary contact for the Contractor is Christine Hoffman, Downtown Development Specialist, or her representative or successor. The primary contact shall administer the grant, execute a contract with DCR, and ensure the completion of work in accordance with the approved Work Plan. Unless otherwise specified in the Project Description or under Project Components, the Contractor and/or its approved consultant(s) or subcontractor(s) shall conduct all work as described in the component tasks.

### The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the DCR.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the DCR that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the DCR for any and all consultant subcontracts before beginning project work.

- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the DCR informed of all important meetings for the duration of this contract.
- will receive approval from the DCR before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced reflect the Division of Coastal Resources logo, feature the Secretary of State and the Governor, and acknowledge the contributions of the Division to the project.
- will ensure that all products prepared as a part of this agreement shall include the NYS Comptroller's Contract # as indicated on the Face Page of this Agreement.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the DCR and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the DCR will not be reimbursed unless and until the DCR finds the work or products to be acceptable.
- will participate, if requested by DCR, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

**The Division of Coastal Resources:**

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project scoping and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve any and all design, site plan, and preconstruction documents before construction may begin.

APPENDIX X

Agency Code: 19000  
Contract Period: \_\_\_\_\_

Contract No.: C006665  
Funding for Period: \$500,000

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office at 41 State Street, Albany, New York, 12231 (hereinafter referred to as the STATE), and City of Watertown (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C006665, as amended above and in attached Appendice(s) \_\_\_\_\_.

Terms and conditions of this amendment are subject to continued availability of funds for this contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

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

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

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

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."

State of New York )  
County of \_\_\_\_\_)ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_ (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the \_\_\_\_\_ (title of officer or employee) of the \_\_\_\_\_ (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

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

Approved:  
Thomas P. DiNapoli  
State Comptroller

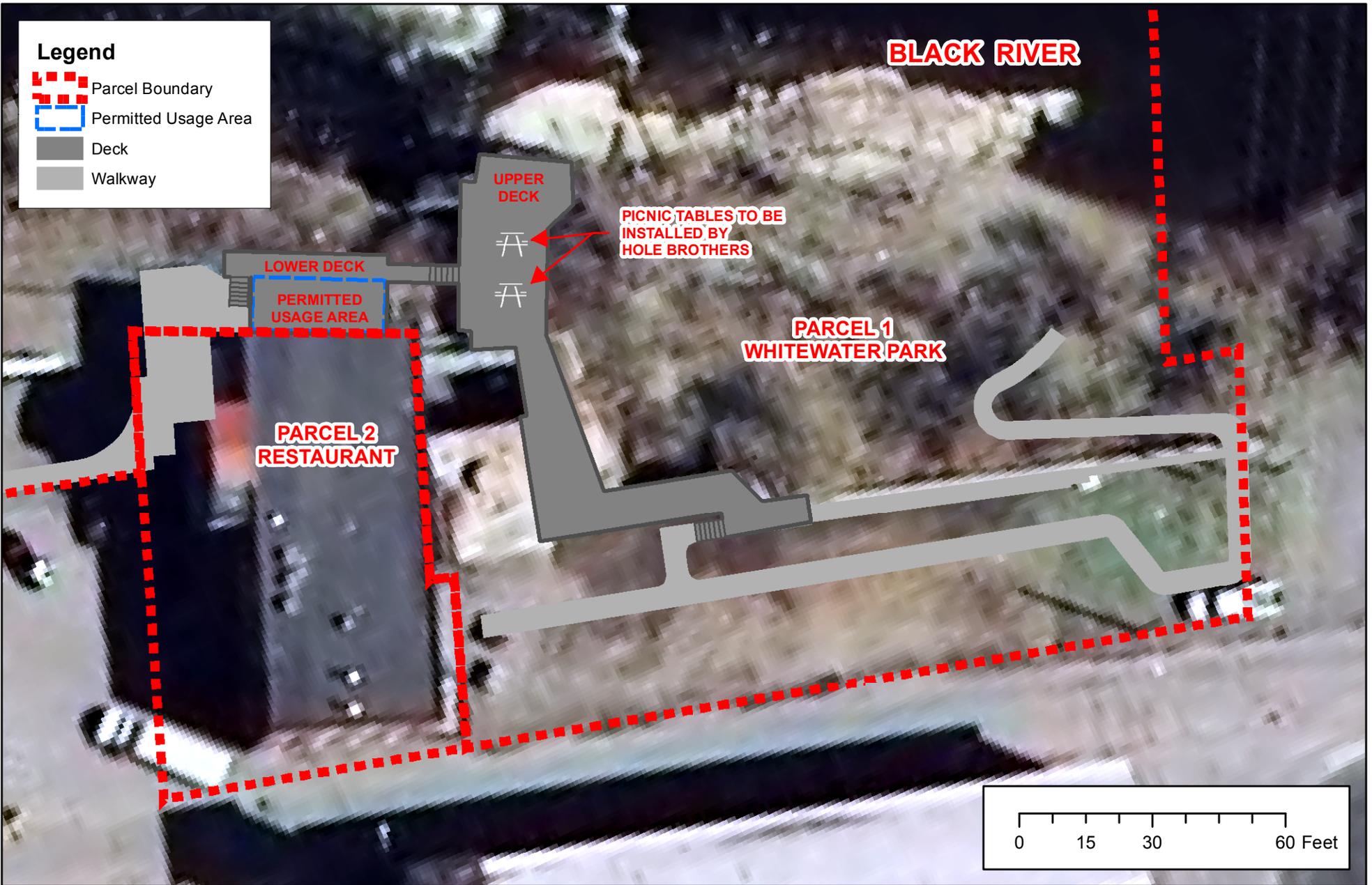
By: \_\_\_\_\_

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

ATTACHMENT C

**Legend**

-  Parcel Boundary
-  Permitted Usage Area
-  Deck
-  Walkway



CITY OF WATERTOWN, NEW YORK  
GIS DEPARTMENT



ROOM 305B, MUNICIPAL BUILDING  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601

TEL: (315) 785-7793

Drawn By: J. Carlsson

Date: 11/8/2013

Approved By:

Date:

Scale: 1 inch = 30 feet

Map Number: 13-10

| Revision: | Description of Revision: | Date: | By: |
|-----------|--------------------------|-------|-----|
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Project:

WHITEWATER PARK PUBLIC ACCESS  
LIMITED USE AGREEMENT

Title:

ATTACHMENT C

ATTACHMENT D

### ABC Law Rules and Guidelines

- You must provide the City of Watertown with a copy of your license certificate at least 24 hours before the start of your event.
- You as the licensee are responsible for the activities of employees and patrons in all parts of the licensed premises, even if you are not always physically present, to ensure that the business is operating in accordance with the ABC Law.
- Your license certificate must be displayed so that it is in a conspicuous place inside the premises near the point of sale. Copies of the certificate for posting purposes are not acceptable.
- If you wish to make any changes in the structure of your corporation, or if you wish to change the individuals on the license, you must file the appropriate application and obtain approval from the Authority before making these changes.
- Appropriate books and records detailing purchases with invoices and the amount of each sale must be maintained at the premises and made available for inspection by SLA investigators.
- Bartenders, waitresses, waiters, hostesses and/or any persons who handle and receive payment for alcoholic beverages must be at least 18 years old.
- Bus persons and dishwashers who handle containers which have held alcoholic beverages must be at least 16 years old and must be directly supervised by someone at least 21 years old.
- According to Section 260.21 of the Penal Law, persons under the age of 16 must be accompanied by a parent or guardian to enter an on premises establishment.
- Alcoholic beverages must be consumed on the premises.
- Hours of sale are determined by the closing hours in the county where your establishment is located and your license/permit. Be sure you know the proper hours.
- You must have a valid bond in effect at all times.
- Purchases of alcoholic beverages must be made from duly licensed manufacturers and wholesalers. Purchases from retail stores or from any other retail licensee for resale are not permitted.
- Gambling of any type, either professional or social, is not permitted on any licensed premises. Exceptions are the sale of lottery tickets when licensed by the Division of the Lottery and bingo or games of chance when authorized by the State Racing and Wagering Board.
- Refilling or tampering with the contents of any container containing alcoholic beverages is not permitted.

- An alcoholic beverage must be dispensed from the container in which it was received from the wholesaler.
- Any plans to make major physical changes or to substantially alter the licensed premises in any way may require permission from the authority prior to construction.
- Patrons may consume drinks purchased before closing hours up until one-half hour after the legal closing hours.
- To prevent sales to minors, ask for proof. It is a crime to give or sell alcoholic beverages to anyone under the age of 21. You should instruct your employees to check for proof of age before selling any alcoholic beverages. Acceptable documents for identification:
  - Valid New York State driver's license or a valid driver's license from any other state or Canada.
  - Valid identification issued by the New York Department of Motor Vehicles (non-Driver ID card).
  - Valid United States military identification.
  - Valid passport or visa from the United States government or any other country.

**College ID OR Sheriff's ID Cards  
are *NOT* acceptable Proof of Age.**

- Have a written policy on what you expect from employees when making alcoholic beverage sales and post the policy for all employees to see.
- Post a "Date Born After" sign in close proximity to all cash registers.
- Establish an ongoing training and education program for all employees.
- Be sure your bartenders, wait staff and clerks understand that they can be arrested for selling alcoholic beverages to minors and/or intoxicated people.
- Support your employees when they refuse to make a sale.
- Encourage responsible drinking when advertising your establishment. Do not use advertising and/or promotions which are designed as inducements for teenagers to drink.

### Recognize the signs of intoxication

Slurred speech

Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling

Res No. 4

April 25, 2017

To: The Honorable Mayor and City Council

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

Subject: Approving the Grant Agreement with the Watertown Housing Authority for the Meadowbrook Apartments 2017 Concrete Walk Reconstruction Project

The City's Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2016-2017 that was adopted by the City Council on May 2, 2016, included \$50,000 to assist the Watertown Housing Authority with their proposed Meadowbrook Apartments 2017 Concrete Walk Reconstruction Project. The project consists of the replacement of concrete sidewalks and ramps in various locations throughout the complex, located along Walker Avenue and Burns Avenue. Sidewalks to be replaced include those that are structurally deteriorated, those with slope, grading and drainage issues, and those that do not comply with the Americans with Disabilities Act.

An agreement between the City of Watertown and the Watertown Housing Authority for the grant has been drafted and is attached. The Watertown Housing Authority will receive the funds in return for completing the project and complying with all applicable CDBG regulations.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

# RESOLUTION

Page 1 of 1

Approving the Grant Agreement  
With the Watertown Housing Authority  
for the Meadowbrook Apartments  
2017 Concrete Walk Reconstruction  
Project

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

| YEA | NAY |
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***Introduced by***

WHEREAS the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2016 includes a project known as the Watertown Housing Authority Meadowbrook Apartments Sidewalk Reconstruction Project, and

WHEREAS the project consists of the replacement of concrete sidewalks and ramps in various locations throughout the complex that are structurally deteriorated, have slope, grading and drainage issues, and do not comply with the Americans with Disabilities Act, and

WHEREAS the Annual Action Plan identifies the Watertown Housing Authority Meadowbrook Apartments Sidewalk Reconstruction Project activity to be \$50,000 in funding to support the project, and

WHEREAS a Grant Agreement between the City of Watertown and Watertown Housing Authority for the CDBG funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with the Watertown Housing Authority, a copy of which is attached and made a part of this resolution, and

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

**Seconded by**

## GRANT AGREEMENT

This Grant Agreement ("***Grant Agreement***") is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the "***Grantor***"), and the **WATERTOWN HOUSING AUTHORITY**, a New York State public housing authority, subsidized by the U.S. Department of Housing and Urban Development (HUD) (hereinafter referred to as the "***Grantee***").

The Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-16-MC-36-0121 dated August 3, 2016.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG funds in the amount of Fifty Thousand and 00/100 (\$50,000.00) Dollars (hereinafter referred to as the "***Grant Funds***") to the Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for some or all of the out-of-pocket third-party costs and expenses ("***Grant Purposes***") incurred by the Grantee in connection with the replacement of sidewalk ramps and sidewalks (the "***Project***"), at the certain affordable housing development known as the Meadowbrook Apartment complex located on three contiguous parcels known as 302, 327 and

342 Walker Avenue, Watertown, New York 13601 (the “*Project Premises*”). The Grant Funds will be disbursed to Grantee forthwith upon the Grantee, or its designee, completing the Project.

Grantor reserves the right to require a refund of any Grant Funds if it is determined that in the Grantor’s good faith judgment, the Grant Funds have not been used for the Grant Purposes.

Grantee agrees that all activities supported by the Grant Funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-16-MC-36-0121 dated August 3, 2016.

Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent. Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of Community Development Block Grant funds for the Project.

Grantee agrees that it will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the lease, use or occupancy of the Project Premises.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in the work to be done on the Project Premises or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and

Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

WATERTOWN HOUSING AUTHORITY,  
a New York State public housing  
authority, subsidized by the U.S.  
Department of Housing and Urban  
Development (HUD)

---

By: Michael Robare  
Its: Executive Director

CITY OF WATERTOWN

---

By: Sharon Addison  
Its: City Manager

Ord No. 1

April 27, 2017

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Bond Ordinance – Knickerbocker Drive Water Main Replacement Project

At the April 17, 2016 Meeting, City Council approved the Knickerbocker Drive water main replacement project at an estimated cost of \$100,000 by re-adopting the capital budget. City Council now must consider the attached Bond Ordinance to finance the project.

ORDINANCE

Page 1 of 6

An Ordinance Authorizing the Issuance of \$100,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of a Water Main at Knickerbocker Drive, in and for Said City

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark. C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

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*Introduced by*

\_\_\_\_\_

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on May 1, 2017, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

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

BOND ORDINANCE DATED MAY 1, 2017.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE,

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

# ORDINANCE

Page 2 of 6

An Ordinance Authorizing the Issuance of \$100,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of a Water Main at Knickerbocker Drive, in and for Said City

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark. C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

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Section 1. For the specific object or purpose of paying the cost of the replacement of a water main at Knickerbocker Drive, in and for the City of Watertown, Jefferson County, New York, including demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, there are hereby authorized to be issued \$100,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$100,000 and that the plan for the financing thereof is by the issuance of the \$100,000 bonds of said City authorized to be issued pursuant to this bond ordinance, provided however, that the amount of bonds to be issued shall be reduced by the amount of any grant funds received therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision one of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Watertown, Jefferson County, New York, by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the City Clerk.

# ORDINANCE

Page 3 of 6

An Ordinance Authorizing the Issuance of \$100,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of a Water Main at Knickerbocker Drive, in and for Said City

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark. C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

| YEA | NAY |
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Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the City, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Comptroller. Such notes shall be of such terms, form and contents as may be prescribed by said City Comptroller consistent with the provisions of the Local Finance Law.

Section 9. The City Comptroller is hereby further authorized, at his or her sole discretion, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this resolution is to give the City Comptroller sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of the City Comptroller.

# ORDINANCE

Page 4 of 6

An Ordinance Authorizing the Issuance of \$100,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of a Water Main at Knickerbocker Drive, in and for Said City

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark. C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

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Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of its City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

Section 12. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 13. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.



ORDINANCE

Page 6 of 6

An Ordinance Authorizing the Issuance of \$100,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of a Water Main at Knickerbocker Drive, in and for Said City

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark. C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

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I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media Date given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices Date of Posting

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on May \_\_\_\_\_, 2017.

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

Seconded by:

April 25, 2017

To: The Honorable Mayor and City Council  
 From: James E. Mills, City Comptroller  
 Subject: Bond Ordinance Amendment – Arena Rehabilitation Design

Work is expected to begin later this month on the final modifications to the Arena rehabilitation project. No borrowing for this stage will occur until a determination is made as to who should bear these additional costs. Bond ordinances must be stated in the gross estimated costs of a project regardless of other possible revenue streams that may lower the ultimate amount borrowed such as grants or legal settlements.

A summary of the project’s current estimated costs are as follows:

|  |                       |                      |
|--|-----------------------|----------------------|
| Stantec  |                       |                      |
| -Base contract   | \$ 99,790             |                      |
| -Supplemental agreement #1-2   | 588,403               |                      |
| -Change order #3   | <u>6,260</u>          | \$ 694,453           |
| Bette & Cring (General Construction)                                     | 6,268,000             |                      |
| -Change orders #1-10   | 250,938               |                      |
| -Revised change order #11  | <u>465</u>            | 6,519,403            |
| Lawman Heating & Cooling (Mechanical)                                    | 1,229,000             |                      |
| -Change orders #1-4  | 7,004                 |                      |
| <b>-Building modifications (time and materials estimate)</b>             | <b><u>130,000</u></b> | 1,366,004            |
| Lawman Heating & Cooling (Plumbing/Fire Protection)                      |                       |                      |
| -Base contract   | 668,000               |                      |
| -Change orders #1-7  | 102,100               |                      |
| <b>-Building modifications (time and materials estimate)</b>             | <b><u>20,000</u></b>  | 790,100              |
| Lawman Heating & Cooling (Electrical)                                    | 976,000               |                      |
| - Change order #1-5  | (8,540)               |                      |
| - Sign Connecting (Time and Materials)                                   | <u>1,921</u>          | 969,381              |
| Bernier Carr & Associates(Construction Inspection)                       | 150,000               |                      |
| -Change order #1   | 23,750                |                      |
| -Change order #2   | <u>23,737</u>         | 197,487              |
| Furniture, fixtures and equipment (estimate)                             |                       | 175,000              |
| Special inspection & testing (estimate)                                  |                       | 16,439               |
| Geotech services and hazardous material testing                          |                       | 19,012               |
| Miscellaneous (air monitoring, water valve, stone, roof pull test, etc.) |                       | 35,000               |
| Bonding fees   |                       | 55,000               |
| Contingency costs  |                       | <u>62,721</u>        |
| Total Bond Ordinance   |                       | <u>\$ 10,900,000</u> |

ORDINANCE

Page 1 of 5

An Ordinance Amending the Ordinance Dated November 7, 2016, Authorizing the Issuance of \$10,750,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,900,000

Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Council Member WALCZYK, Mark. C.  
Mayor BUTLER, Jr., Joseph M.  
Total .....

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**Introduced by**

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on May 1, 2017, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

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

**BOND ORDINANCE DATED MAY 1, 2017.**

WHEREAS, by ordinance dated November 7, 2016, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$10,750,000 bonds of said City to pay the costs of the \$10,750,000 estimated maximum cost of the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including design costs and incidental expenses in connection therewith, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York;

WHEREAS, said November 7, 2016 ordinance amended an original bond ordinance dated March 17, 2014, which had also been amended March 30, 2015, June 15, 2015, September 21, 2015 and February 16, 2016;

WHEREAS, \$10,000,000 principal amount of such obligations have been issued under such ordinance as amended as of November 7, 2016; and

ORDINANCE

Page 2 of 5

An Ordinance Amending the Ordinance Dated November 7, 2016, Authorizing the Issuance of \$10,750,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,900,000

Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Council Member WALCZYK, Mark. C.  
Mayor BUTLER, Jr., Joseph M.  
Total .....

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WHEREAS, the Council now wishes to increase the estimated maximum cost and the amount of bonds authorized for the design, reconstruction and expansion of the City's Fairgrounds Arena from \$10,750,000 to \$10,900,000, in both instances an increase of \$150,000 over that previously authorized;

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

Section A. The title and Sections 1 and 2 of the ordinance of this Council previously amended by the ordinance dated and duly adopted March 17, 2014, as previously amended through November 7, 2016, authorizing the issuance of \$10,750,000 bonds to pay the estimated maximum cost of the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including design costs and incidental expenses in connection therewith, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York, are hereby amended, in part, to read as follows:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$10,900,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COSTS OF THE DESIGN, RECONSTRUCTION AND EXPANSION OF THE CITY'S FAIRGROUNDS ARENA, IN AND FOR SAID CITY.

“ . . . .  
“Section 1. For the specific object or purpose of paying costs of the design, reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$10,900,000 bonds of said City pursuant to the provisions of the Local Finance Law.

“Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$10,900,000 and that the plan for the financing thereof is by the issuance of the \$10,900,000 bonds of said City authorized to be issued pursuant to this bond ordinance. The amount of bonds to be issued will be reduced by the amount of any appropriations of current funds to pay part of the cost of the aforesaid specific object or purpose.

ORDINANCE

Page 3 of 5

An Ordinance Amending the Ordinance Dated November 7, 2016, Authorizing the Issuance of \$10,750,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,900,000

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark. C.
Mayor BUTLER, Jr., Joseph M.
Total .....

Table with 2 columns: YEA, NAY. Rows for each council member and a total row.

Section B. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
(2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
(3) Such obligations are authorized in violation of the provisions of the Constitution.

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

Section D. This resolution is effective immediately.

Unanimous consent moved by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

VOTING \_\_\_\_\_
VOTING \_\_\_\_\_
VOTING \_\_\_\_\_
VOTING \_\_\_\_\_
VOTING \_\_\_\_\_

The ordinance was thereupon declared duly adopted.

\* \* \*

APPROVED BY THE MAYOR

\_\_\_\_\_, 2017.

Mayor

ORDINANCE

Page 4 of 5

An Ordinance Amending the Ordinance Dated November 7, 2016, Authorizing the Issuance of \$10,750,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,900,000

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark. C.
Mayor BUTLER, Jr., Joseph M.
Total .....

Table with 2 columns: YEA, NAY. Rows for each council member and a total row.

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

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on November 7, 2016, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media Date Given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Noticed Date of Posting

**ORDINANCE**

Page 5 of 5

An Ordinance Amending the Ordinance Dated November 7, 2016, Authorizing the Issuance of \$10,750,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,900,000

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark. C.  
 Mayor BUTLER, Jr., Joseph M.  
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Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on May \_\_\_\_\_, 2017.

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

**Seconded by:**

Ord No. 3

April 25, 2017

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Bond Ordinance – Wastewater Treatment Plant Bar Screens Replacement Project

Included in the Fiscal Year 2016-17 Capital Budget was a project to replace the bar screens and grit removal equipment at the wastewater treatment plant at an estimated cost of \$900,000. Due to current cost estimates, only replacing the bar screens is currently being pursued. The replacement of the grit removal equipment has been included in the Proposed Fiscal Year 2017-18 Capital Budget at an estimated cost of \$750,000. A bond ordinance has been prepared for City Council's consideration to fund this project.

ORDINANCE

Page 1 of 6

An Ordinance Authorizing the Issuance of \$900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Bar Screens at the City's Wastewater Treatment Plant, in and for Said City

Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Council Member WALCZYK, Mark. C.  
Mayor BUTLER, Jr., Joseph M.

Total .....

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**Introduced by**

\_\_\_\_\_

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on May 1, 2017, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

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

BOND ORDINANCE DATED MAY 1, 2017.

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

Section 1. For the specific object or purpose of paying the cost of the replacement of bar screens at the City's Wastewater Treatment Plant, including incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, there are hereby authorized to be issued \$900,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$900,000 and that the plan for the financing thereof is by the issuance of the \$900,000 bonds of said City authorized to be issued pursuant to this bond ordinance.

# ORDINANCE

Page 2 of 6

An Ordinance Authorizing the Issuance of \$900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Bar Screens at the City's Wastewater Treatment Plant, in and for Said City

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark. C.

Mayor BUTLER, Jr., Joseph M.

Total .....

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Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty years, pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Watertown, Jefferson County, New York, by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the City, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

ORDINANCE

Page 3 of 6

An Ordinance Authorizing the Issuance of \$900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Bar Screens at the City's Wastewater Treatment Plant, in and for Said City

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark. C.  
 Mayor BUTLER, Jr., Joseph M.  
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Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Comptroller. Such notes shall be of such terms, form and contents as may be prescribed by said City Comptroller consistent with the provisions of the Local Finance Law.

Section 9. The City Comptroller is hereby further authorized, at his or her sole discretion, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this resolution is to give the City Comptroller sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of the City Council.

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of its City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

ORDINANCE

Page 4 of 6

An Ordinance Authorizing the Issuance of \$900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Bar Screens at the City's Wastewater Treatment Plant, in and for Said City

Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Council Member WALCZYK, Mark. C.  
Mayor BUTLER, Jr., Joseph M.  
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Section 12. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 13. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.151 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 14. This ordinance, which takes effect immediately, shall be published in summary in the Watertown Daily Times, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Unanimous consent moved by \_\_\_\_\_, seconded by \_\_\_\_\_, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
 \_\_\_\_\_ VOTING \_\_\_\_\_  
 \_\_\_\_\_ VOTING \_\_\_\_\_  
 \_\_\_\_\_ VOTING \_\_\_\_\_  
 \_\_\_\_\_ VOTING \_\_\_\_\_



**ORDINANCE**

Page 6 of 6

An Ordinance Authorizing the Issuance of \$900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Bar Screens at the City's Wastewater Treatment Plant, in and for Said City

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark. C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

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I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

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| Designated Location(s) of Posted Notice | Date of Posting |
|---|-----------------|

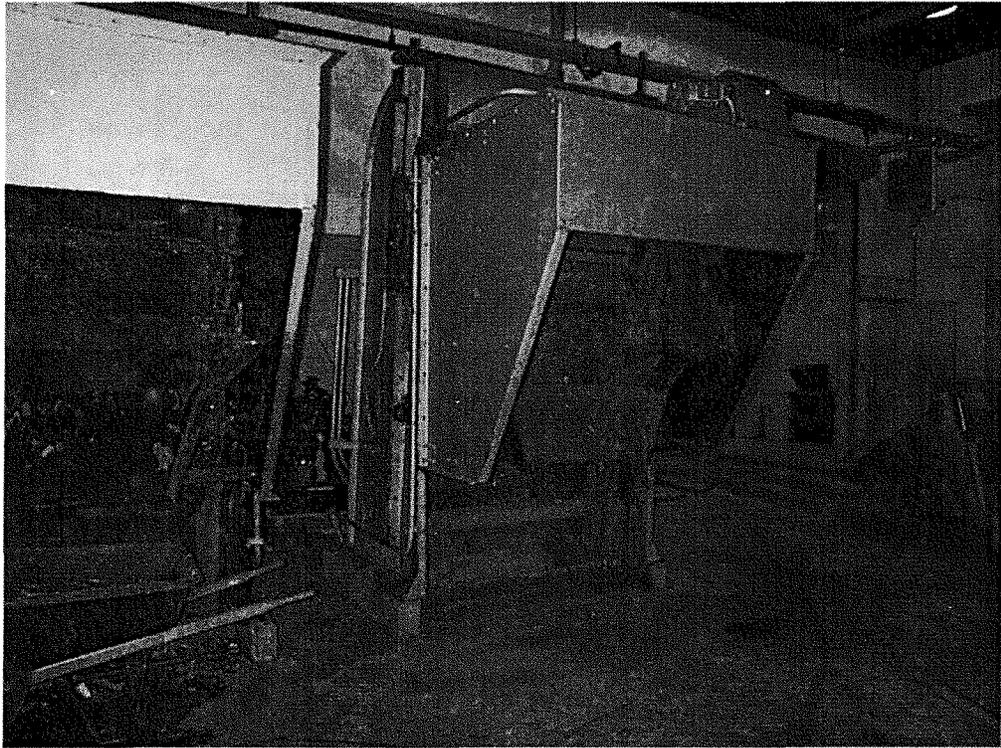
Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on May \_\_\_\_, 2017.

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

**Seconded by:**

FISCAL YEAR 2016-2017  
 CAPITAL BUDGET  
 FACILITY IMPROVEMENTS  
 BAR SCREEN AND GRIT REMOVAL EQUIPMENT

| PROJECT DESCRIPTION   | COST             |
|---|------------------|
| <p>Bar Screens and Grit Removal Equipment Replacement</p> <p>The existing system has been in service since 1964 with the original construction of the facility and has been in continuous operation since that time. The equipment has been thru several complete rebuilds. It has become a continuous maintenance project to keep it in working operation and its reliability is no longer certain.</p>  <p>Funding to support this project will be through the issuance of a 20 year serial bond with projected FY 2017-18 debt service of \$72,000.</p> | <p>\$900,000</p> |
| <b>TOTAL</b>  | <b>\$900,000</b> |

Local Law No. 2 of 2017

April 19, 2017

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Property Tax Cap Override Legislation

As the Proposed Fiscal Year 2017-18 property tax levy increase exceeds the allowable tax levy increase pursuant to General Municipal Law §3-c (the Property Tax Cap) a Local Law to override the limit would need to be approved prior to adoption of the FY 2017-18 General Fund budget.

Staff is recommending a public hearing be set for Monday, May 15<sup>th</sup> at 7:30 p.m. to hear public comments.

LOCAL LAW

Page 1 of 2

A Local Law Overriding the Tax Levy Limit Established by New York General Municipal Law §3-c

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

| YEA | NAY |
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*Introduced by*

A local law to override the tax levy limits established by New York General Municipal Law §3-c.

WHEREAS the City Council of the City of Watertown desires to override the limit on the amount of real property taxes that may be levied by the City of Watertown pursuant to General Municipal Law §3-c, and to allow the City of Watertown to adopt a budget for the fiscal year beginning July 1, 2017 and ending June 30, 2018 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law §3-c, and

WHEREAS such override is authorized by the provisions of subdivision 5 of General Municipal Law §3-c, which expressly authorizes the City Council to override the tax limit by adoption of a local law approved by a vote of at least sixty percent (60%) of the City Council, and

WHEREAS a public hearing on this was held on May 15, 2017, at 7:30 p.m. in the City Council Chambers,

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF WATERTOWN, NEW YORK AS FOLLOWS:

**Tax Levy Limit Override:** The City Council of the City of Watertown, County of Jefferson is hereby authorized to adopt a budget for the fiscal year 2017-2018 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

**Severability:** If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, individual, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**LOCAL LAW**

Page 2 of 2

A Local Law Overriding the Tax  
Levy Limit Established by New York  
General Municipal Law §3-c

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

| YEA | NAY |
|-----|-----|
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**Effective Date:** This local law shall take effect immediately upon filing with the Secretary of State.

*Seconded by*

April 27, 2017

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Proposed Changes to Budget Discussion Schedule

At the request of Council to reschedule a Budget session which was previously scheduled for May 4, I propose the following changes:

|                        |  |
|------------------------|--|
| Tuesday, May 2, 2017   | 6:30 p.m.<br>Health Insurance Fund (cont'd)<br>Parks & Recreation<br>Flower Memorial Library |
| Monday, May 8, 2017    | 6:30 p.m.<br>Police Department<br>Fire Department<br>Code Enforcement                        |
| Thursday, May 11, 2017 | 6:30 p.m.<br>Planning/CDBG<br>Engineering<br>Department of Public Works                      |
| Tuesday, May 16, 2017  | 6:30 p.m.<br>Water Department<br>Sewer Fund<br>Hydro-electric Department                     |
| Monday, May 22, 2017   | 6:30 p.m.<br>Discussion of any open items and final decisions on budget                      |

April 19, 2017

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Public Hearings for 2017-18 Operating Budgets and 2017-18 through 2021-22 Capital Budget

As part of the Budget review process, the City provides the public with an opportunity to voice their opinions about the Proposed Budgets, both Operating and Capital. Staff is recommending that the City Council make a motion to set Public Hearings on the Proposed Budgets as follows:

Monday, May 15, 2017

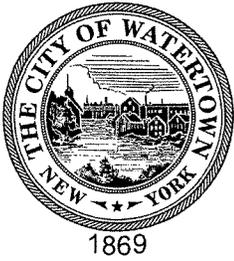
7:30 p.m. 2017-18 Operating Budgets

7:30 p.m. 2017-18 through 2021-22 Capital Budget

April 27, 2017

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: RFP for City of Watertown Insurance Broker

As stated in the attached report of Purchasing Manager Amy M. Pastuf, the City of Watertown has advertised for proposals for an Insurance Broker to represent our Property, Automobile and Fidelity Bond Insurance. This professional service requires that they are licensed by the State of New York but does not necessitate a signed contract. The committee convened and has selected to retain Haylor, Freyer & Coon, Inc.



# CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf  
Purchasing Manager

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## MEMORANDUM

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**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** RFP 2017-04 – Insurance Broker  
**DATE:** 4/26/2017

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The City's Purchasing Department advertised in the Watertown Daily Times on March 8, 2017 calling for proposals for an Insurance Broker for the City of Watertown's Property, Automobile and Fidelity Bond Insurance. The City intends to maintain a business relationship with the successful bidder for a minimum period of three (3) years with and option to renew the relationship for an additional two (2) years before a new proposal is again sought.

Invitations to provide a proposal were issued to twenty-three (23) prospective brokers and two (2) responses were submitted to the Purchasing Department. The two brokers that responded are listed below in alphabetical order:

- Arthur J. Gallagher Risk Management Services, Inc., White Plains, New York
- Haylor, Freyer & Coon, Inc., Watertown, New York

The written proposals were reviewed by a committee made up of City Comptroller Jim Mills, Human Resources Manager Matt Roy and myself.

Based on the review of the proposals, City staff found Haylor, Freyer & Coon, Inc., to be the best fit for the Property, Automobile and Fidelity Bond Insurance for City. Their municipal experience, diverse additional services and local presence has assisted the City in obtaining the proper insurance coverage in a frugal manner. The City will be contacting Haylor, Freyer & Coon, Inc., promptly by letter to retain their Insurance Broker Services.



**CITY OF WATERTOWN, NEW YORK  
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena  
600 William T. Field Drive  
Watertown, New York 13601  
parksrec@watertown-ny.gov  
Phone (315) 785-7775 • Fax (315) 785-7776



**ERIN E. GARDNER**  
Superintendent

**Date:** April 19, 2017  
**To:** Sharon Addison, City Manager  
**From:** Erin E. Gardner, Superintendent of Parks & Recreation  
**Subject:** Request for Waiver of Fees for 2017 Career Jam

A request to waive fees for the 2017 Career Jam has been received by the City.

The fees that Ms. Mayforth has requested to be waived are the rental of 175 chairs in the amount of \$175.00, the rental of 40 tables in the amount of \$160.00, the cost of the PA system rental in the amount of \$50.00, the cost of 4 electrical hook-ups in the amount of \$100.00 and the rental of the multipurpose room for \$50.00. The total waiver requested is in the amount of \$535.00.

As Superintendent, I do not recommend waiving the above fees.



**Jefferson-Lewis**  
**Workforce Development Board**  
Bringing Jobs & People Together  
A proud partner of the American Job Center network

1000 Coffeen Street  
Watertown, New York 13601

Phone: (315) 782-9252  
Fax: (315) 782-2073

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April 13, 2017

Ms. Erin Gardner  
Watertown Municipal Arena  
600 William T. Field Drive  
Watertown, NY 13601

RE: Career Jam event May 18, 2017

Dear Erin;

Last year for this event we requested and were granted a waiver for the rental of the chairs and tables for our Career Jam event on May 19, 2016.

For this event, we are respectfully requesting that the City grant us a wavier once again for the chairs and tables, electric drops \$100.00, the Multipurpose room for \$50.00 and and this time for the use of the PA System. The total wavier would be \$535.00.

This event serves all of the school districts in Jefferson and Lewis Counties. This year we will be hosting schools from Oswego as well as St. Lawrence Counties with over 2000 students attending. As we look at reducing poverty by having students make good career selections and to make good decisions about their high school planning, there is no better event than this one. We are asking that the City partner with us in this mission and grant us this wavier as they did last year.

Sincerely,

Cheryl Mayforth  
Executive Director  
Jefferson-Lewis Workforce Development Board

April 26, 2017

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Quarterly Financial Report

Attached for City Council review is the Financial Report for the quarter ended March 2017.

**CITY OF WATERTOWN  
FY 2016/17 FINANCIAL REPORT (UNAUDITED)  
THROUGH THE QUARTER ENDING MARCH 31, 2017**

**GENERAL FUND SUMMARY**

|                            | 2016-17        |               |        | Prior         | 2015-16       |
|----------------------------|----------------|---------------|--------|---------------|---------------|
| General Fund Summary       | Revised Budget | YTD Actual    | %      | YTD Actual    | Actual        |
| Revenues                   | \$ 40,751,171  | \$ 28,236,620 | 69.29% | \$ 27,377,837 | \$ 39,378,681 |
| Expenditures               | \$ 42,266,880  | \$ 28,363,499 | 67.11% | \$ 28,165,214 | \$ 39,563,904 |
| Net Change in Fund Balance | \$ (1,515,709) | \$ (126,879)  |        | \$ (787,377)  | \$ (185,223)  |

**GENERAL FUND REVENUES**

General fund revenues were up \$858,783 or 3.14% compared to last year due mostly to the increase to the County sales tax rate insurance proceeds of \$759,369. The 10 largest general fund budgeted revenues account for over 92% of the total general fund revenues. A summary of general fund revenues is as follows:

| GENERAL FUND REVENUES                | 2016-17        |               |                   |               | 2015-16       |
|--------------------------------------|----------------|---------------|-------------------|---------------|---------------|
|                                      | Revised Budget | Current Y-T-D | Y-T-D % of Budget | Prior Y-T-D   | Actual        |
| State Admin. Sales & Use Tax         | \$ 18,030,000  | \$ 13,356,973 | 74.08%            | \$ 12,597,604 | \$ 17,068,193 |
| Real Property Taxes(net of reserve)  | \$ 8,743,906   | \$ 8,753,335  | 100.11%           | \$ 8,419,241  | \$ 8,440,657  |
| State Aid, Per Capita                | \$ 4,703,208   | \$ 83,452     | 1.77%             | \$ 83,452     | \$ 4,703,208  |
| Sale of Surplus Power                | \$ 3,960,000   | \$ 2,676,093  | 67.58%            | \$ 2,999,745  | \$ 3,993,988  |
| Refuse and Garbage Charges           | \$ 838,000     | \$ 675,896    | 80.66%            | \$ 687,399    | \$ 831,250    |
| State Aid, Mortgage Tax              | \$ 325,000     | \$ 144,929    | 44.59%            | \$ 170,301    | \$ 294,932    |
| Utilities Gross Income Tax           | \$ 280,000     | \$ 125,744    | 44.91%            | \$ 193,103    | \$ 273,758    |
| Interfund Transfers                  | \$ 326,000     | \$ 138,349    | 42.44%            | \$ 72,322     | \$ 250,101    |
| State Mass Transportation Assistance | \$ 259,000     | \$ 239,195    | 92.35%            | \$ 215,753    | \$ 256,567    |
| Bus Fares                            | \$ 150,000     | \$ 98,410     | 65.61%            | \$ 98,979     | \$ 133,855    |
| Subtotal                             | \$ 37,615,114  | \$ 26,292,376 | 69.90%            | \$ 25,537,898 | \$ 36,246,508 |
| All Other General Fund Revenues      | \$ 3,136,057   | \$ 1,944,243  | 62.00%            | \$ 1,839,938  | \$ 3,132,173  |
| Total                                | \$ 40,751,171  | \$ 28,236,620 | 69.29%            | \$ 27,377,837 | \$ 39,378,681 |

**Real Property Tax Collections:** Gross property tax revenue for FY 16-17 is \$8,749,686 which represented an increase of \$335,958 representing an increase of 3.99% over FY 15-16.

**Interest and Penalties on Property Taxes:** Revenue was up compared to last year by \$8,11 or 10.52%.

**Sales Tax Revenue:** The City's sales tax collections were up compared to last year by \$759,369 or 6.03% due primarily to the fact that the new Jefferson County sales tax rate of 4.00% represents an increase of 6.67% from the previous rate of 3.75%. Compared to the adopted budget revenue is down by \$27,442 or 0.21%.

**Sale of Surplus Power:** The City's sale of surplus power was down \$323,652 or 10.79% compared to last year. Compared to budget revenue was up \$156,653 or 6.22%.

**Utilities Gross Income Tax Revenue:** Under General Municipal Law, the City imposes a 1% tax on the gross income from every utility doing business in the City. Revenue was down compared to last year by \$67,359 or 34.88%.

**Mortgage Tax Revenue:** The City receives 1/2% tax for each mortgage recorded on property located within the City. Revenue for the year was down \$25,372 or 14.90% compared to last year.

**NYS Unrestricted Aid and AIM funding:** The City's revenue from the NYS Aid and Incentives to Municipalities (AIM) program has remained at the same level since FY 2011-12 with the exception of the one-time spin-up of \$3,100,000 received in FY 2012/13 that was placed into a Capital Reserve Fund.

**CITY OF WATERTOWN  
FY 2016/17 FINANCIAL REPORT (UNAUDITED)  
THROUGH THE QUARTER ENDING MARCH 31, 2017**

**GENERAL FUND EXPENDITURES**

The following 10 departments / categories represent over 83% of the General Fund budgeted expenditures. General fund expenditures increased by \$198,285 or 0.70% compared to last year.

| GENERAL FUND EXPENDITURES       | 2016-17        |               | Y-T-D % of Budget | Prior Y-T-D   | 2015-16            |
|---------------------------------|----------------|---------------|-------------------|---------------|--------------------|
|                                 | Revised Budget | Current Y-T-D |                   |               | Actual (Unaudited) |
| Fire                            | \$ 8,839,604   | \$ 6,574,227  | 74.37%            | \$ 6,827,830  | \$ 9,211,534       |
| Police                          | \$ 8,312,274   | \$ 6,061,493  | 72.92%            | \$ 5,955,506  | \$ 7,903,559       |
| Department of Public Works      | \$ 5,548,157   | \$ 3,595,269  | 64.80%            | \$ 3,499,169  | \$ 4,514,584       |
| Health Insurance-Retirees       | \$ 3,690,073   | \$ 2,764,851  | 74.93%            | \$ 2,630,232  | \$ 3,505,098       |
| Debt Service                    | \$ 2,962,144   | \$ 1,880,895  | 63.50%            | \$ 1,837,996  | \$ 3,058,700       |
| Parks and Recreation            | \$ 1,934,243   | \$ 1,340,814  | 69.32%            | \$ 1,082,159  | \$ 1,651,029       |
| Library Transfer                | \$ 1,148,599   | \$ 919,718    | 80.07%            | \$ 923,660    | \$ 1,204,698       |
| Bus                             | \$ 1,141,697   | \$ 741,640    | 64.96%            | \$ 631,900    | \$ 850,814         |
| Traffic Control & Lighting      | \$ 861,096     | \$ 539,683    | 62.67%            | \$ 637,112    | \$ 848,719         |
| Transfer to Capital Projects    | \$ 916,500     | \$ -          | 0.00%             | \$ 124,123    | \$ 631,398         |
| SUBTOTAL                        | \$ 35,354,387  | \$ 24,418,590 | 69.07%            | \$ 24,149,687 | \$ 33,380,134      |
| All Other Departments/Transfers | \$ 6,912,493   | \$ 3,944,909  | 57.07%            | \$ 4,015,527  | \$ 6,183,770       |
| TOTAL                           | \$ 42,266,880  | \$ 28,363,499 | 67.11%            | \$ 28,165,214 | \$ 39,563,904      |

**GENERAL FUND - PERSONAL SERVICES**

Personal service expenditures account for over 39% of the general fund budgeted expenditures. The following table presents the 10 largest departmental budgeted personal services. These 10 departments represent over 79% of the budgeted general fund personal service expenditures. Fire department overtime increased compared to last year by \$144,760 or 46.26%. Police department overtime increased by \$17,978 or 8.00%.

| Department            | 2016-17        |               | Y-T-D % of Budget | Prior Y-T-D   | 2015-16            |
|-----------------------|----------------|---------------|-------------------|---------------|--------------------|
|                       | Revised Budget | Current Y-T-D |                   |               | Actual (Unaudited) |
| Fire                  | \$ 5,109,428   | \$ 3,820,757  | 74.78%            | \$ 5,353,346  | \$ 5,353,346       |
| Police                | \$ 5,019,941   | \$ 3,666,174  | 73.03%            | \$ 4,717,896  | \$ 4,717,896       |
| DPW Snow Removal      | \$ 532,579     | \$ 490,982    | 92.19%            | \$ 588,197    | \$ 588,197         |
| Engineering           | \$ 427,461     | \$ 279,117    | 65.30%            | \$ 419,158    | \$ 419,158         |
| Municipal Executive   | \$ 244,741     | \$ 181,613    | 74.21%            | \$ 406,724    | \$ 406,724         |
| DPW Central Garage    | \$ 385,043     | \$ 230,503    | 59.86%            | \$ 358,444    | \$ 358,444         |
| Comptroller           | \$ 349,502     | \$ 237,718    | 68.02%            | \$ 344,816    | \$ 344,816         |
| DPW Refuse & Garbage  | \$ 348,836     | \$ 206,935    | 59.32%            | \$ 270,835    | \$ 270,835         |
| Bus                   | \$ 468,766     | \$ 266,698    | 56.89%            | \$ 292,204    | \$ 292,204         |
| DPW Administration    | \$ 252,029     | \$ 186,249    | 73.90%            | \$ 251,183    | \$ 251,183         |
| SUBTOTAL              | \$ 13,138,326  | \$ 9,566,745  | 72.82%            | \$ 13,002,803 | \$ 13,002,803      |
| All Other Departments | \$ 3,409,463   | \$ 2,289,948  | 67.16%            | \$ 2,879,651  | \$ 2,879,651       |
| TOTAL                 | \$ 16,547,789  | \$ 11,856,694 | 71.65%            | \$ 15,882,453 | \$ 15,882,453      |

**CITY OF WATERTOWN  
FY 2016/17 FINANCIAL REPORT (UNAUDITED)  
THROUGH THE QUARTER ENDING MARCH 31, 2017**

**WATER FUND**

Revenues were up compared to last year by \$82,093 or 3.63%. Revenues from outside City users increased by \$202,995 or 19.71% while inside City user revenue increased \$82,093 or 3.63%. Fort Drum's consumption of water was higher than normal during the first six months but has since returned to normal levels. Expenditures were down \$593 or 0.02% compared to last year.

|                            | 2016-17        |              |                   |              | 2015-16            |
|----------------------------|----------------|--------------|-------------------|--------------|--------------------|
| Water Fund Summary         | Revised Budget | Y-T-D Actual | Y-T-D % of Budget | Prior Y-T-D  | Actual (Unaudited) |
| Revenues                   | \$ 5,332,500   | \$ 3,772,290 | 70.74%            | \$ 3,497,519 | \$ 5,007,958       |
| Expenditures               | \$ 5,337,229   | \$ 3,373,472 | 63.21%            | \$ 3,374,066 | \$ 4,804,071       |
| Net Change in Fund Balance | \$ (4,729)     | \$ 398,818   |                   | \$ 123,454   | \$ 203,887         |

**SEWER FUND**

Revenues increased compared to last year by \$129,940 or 3.10%. Revenues from City customers were down \$14,554 or 0.85%, sludge and leachate customers' revenues were up by \$143,080 or 24.18% and other governments' revenues increased by \$35,852. Expenditures were down by \$35,140 or 0.90%.

|                            | 2016-17        |              |                   |              | 2015-16            |
|----------------------------|----------------|--------------|-------------------|--------------|--------------------|
| Sewer Fund Summary         | Revised Budget | Y-T-D Actual | Y-T-D % of Budget | Prior Y-T-D  | Actual (Unaudited) |
| Revenues                   | \$ 5,559,793   | \$ 4,323,469 | 77.76%            | \$ 4,193,529 | \$ 6,527,155       |
| Expenditures               | \$ 5,716,821   | \$ 3,871,088 | 67.71%            | \$ 3,906,227 | \$ 5,401,082       |
| Net Change in Fund Balance | \$ (157,028)   | \$ 452,382   |                   | \$ 287,302   | \$ 1,126,073       |

**LIBRARY FUND**

Excluding the transfer from the General Fund, revenues increased compared to last year by \$2,896 or 4.85%. Expenditures decreased compared to last year by \$24,715 or 2.51%.

|                            | 2016-17        |              |                   |             | 2015-16            |
|----------------------------|----------------|--------------|-------------------|-------------|--------------------|
| Library Fund Summary       | Revised Budget | Y-T-D Actual | Y-T-D % of Budget | Prior Y-T-D | Actual (Unaudited) |
| Revenues                   | \$ 1,221,704   | \$ 982,265   | 80.40%            | \$ 983,311  | \$ 1,268,958       |
| Expenditures               | \$ 1,271,712   | \$ 958,883   | 75.40%            | \$ 983,598  | \$ 1,310,304       |
| Net Change in Fund Balance | \$ (50,008)    | \$ 23,382    |                   | \$ (287)    | \$ (41,346)        |

The majority of the Library revenues shown in this fund are a result of the library transfer expense (\$919,718) shown up above in the General Fund Expenditures section. All available library revenues such as fines and grants are utilized prior to any transfer from the General Fund.

**SELF-INSURANCE FUND**

Revenues increased compared to last year by \$526,822 or 8.45% due to the 3.92% increase in premiums and recoveries received from the stop loss insurance policy. Expenditures increased by \$1,031,151 or 15.90% compared to last year.

|                             | 2016-17        |              |                   |              | 2015-16            |
|-----------------------------|----------------|--------------|-------------------|--------------|--------------------|
| Self-Insurance Fund Summary | Revised Budget | Y-T-D Actual | Y-T-D % of Budget | Prior Y-T-D  | Actual (Unaudited) |
| Revenues                    | \$ 9,017,256   | \$ 6,760,404 | 74.97%            | \$ 6,233,582 | \$ 8,558,446       |
| Expenditures                | \$ 9,067,256   | \$ 7,515,456 | 82.89%            | \$ 6,484,306 | \$ 8,909,368       |
| Net Change in Fund Balance  | \$ (50,000)    | \$ (755,052) |                   | \$ (250,723) | \$ (350,922)       |

**CITY OF WATERTOWN**  
**FY 2016/17 FINANCIAL REPORT (UNAUDITED)**  
**THROUGH THE QUARTER ENDING MARCH 31, 2017**

|                                       | 2016-17        | Current Y-T-D | Y-T-D % of Budget | Prior Y-T-D   | 2015-16       | Current YTD vs. Prior YTD |           |
|---------------------------------------|----------------|---------------|-------------------|---------------|---------------|---------------------------|-----------|
|                                       | Revised Budget |               |                   |               | Actual        | Variance                  | %         |
| <b>General Fund Revenues</b>          |                |               |                   |               |               |                           |           |
| Real Property Taxes                   | \$ 8,739,640   | \$ 8,749,686  | 100.11%           | \$ 8,414,267  | \$ 8,413,728  | \$ 335,419                | 3.99%     |
| Special Assessments (sidewalks)       | \$ 4,266       | \$ 3,649      | 85.53%            | \$ 4,974      | \$ 5,815      | \$ (1,325)                | -26.65%   |
| Real Property Tax Reserve             | \$ -           | \$ -          | 0.00%             | \$ -          | \$ 21,114     | \$ -                      | 0.00%     |
| Federal Payments in Lieu of Taxes     | \$ 46,000      | \$ 45,600     | 99.13%            | \$ 45,841     | \$ 45,841     | \$ (240)                  | -0.52%    |
| Other Payments in Lieu of Taxes       | \$ 116,500     | \$ 165,791    | 142.31%           | \$ 159,199    | \$ 109,496    | \$ 6,591                  | 4.14%     |
| Interest/Penalties on Property Taxes  | \$ 165,000     | \$ 85,261     | 51.67%            | \$ 77,149     | \$ 154,630    | \$ 8,113                  | 10.52%    |
| State Admin. Sales & Use Tax          | \$ 18,030,000  | \$ 13,356,973 | 74.08%            | \$ 12,597,604 | \$ 17,068,193 | \$ 759,369                | 6.03%     |
| Utilities Gross Income Tax            | \$ 280,000     | \$ 125,744    | 44.91%            | \$ 193,103    | \$ 273,758    | \$ (67,359)               | -34.88%   |
| Franchises                            | \$ 369,000     | \$ 218,150    | 59.12%            | \$ 242,914    | \$ 370,114    | \$ (24,764)               | -10.19%   |
| Tax Sale Advertising                  | \$ 17,000      | \$ 725        | 4.26%             | \$ 345        | \$ 18,480     | \$ 380                    | 110.14%   |
| Comptroller's Fees                    | \$ 8,000       | \$ 7,051      | 88.14%            | \$ 5,393      | \$ 7,714      | \$ 1,658                  | 30.75%    |
| Assessor's Fees                       | \$ 500         | \$ 150        | 30.00%            | \$ 667        | \$ 523        | \$ (517)                  | -77.51%   |
| Clerk Fees                            | \$ 119,000     | \$ 86,014     | 72.28%            | \$ 87,569     | \$ 116,102    | \$ (1,555)                | -1.78%    |
| Civil Service Fees                    | \$ 1,500       | \$ 4,158      | 277.17%           | \$ 3,840      | \$ 3,840      | \$ 318                    | 8.27%     |
| Police Fees                           | \$ 2,000       | \$ 1,071      | 53.57%            | \$ 712        | \$ 1,361      | \$ 359                    | 50.42%    |
| Public Works Fees                     | \$ 95,000      | \$ 41,351     | 43.53%            | \$ 109,442    | \$ 74,261     | \$ (68,090)               | -62.22%   |
| DPW Charges - Fuel                    | \$ 18,000      | \$ 12,396     | 68.87%            | \$ 12,626     | \$ 16,472     | \$ (230)                  | -1.82%    |
| Bus Fares                             | \$ 150,000     | \$ 98,410     | 65.61%            | \$ 98,979     | \$ 133,855    | \$ (569)                  | -0.57%    |
| Bus Advertising                       | \$ 15,000      | \$ 11,290     | 75.27%            | \$ 18,900     | \$ 20,475     | \$ (7,610)                | -40.26%   |
| Parks & Recreation Charges            | \$ 21,870      | \$ 19,883     | 90.91%            | \$ 3,755      | \$ 24,214     | \$ 16,128                 | 429.50%   |
| Field Use Charges                     | \$ 36,000      | \$ 35,810     | 99.47%            | \$ 9,865      | \$ 31,366     | \$ 25,946                 | 263.02%   |
| Recreation Concessions                | \$ 126,000     | \$ 117,610    | 93.34%            | \$ 142        | \$ 10,717     | \$ 117,468                | 82683.39% |
| Stadium Charges                       | \$ 12,000      | \$ 15,013     | 125.11%           | \$ 2,575      | \$ 29,553     | \$ 12,438                 | 483.11%   |
| Arena Fees                            | \$ 110,000     | \$ 28,077     | 25.52%            | \$ 3,619      | \$ 38,476     | \$ 24,458                 | 675.87%   |
| Skating Rink Charges                  | \$ 147,500     | \$ 224,414    | 152.15%           | \$ 1,946      | \$ 10,580     | \$ 222,468                | 11429.69% |
| Zoning Fees                           | \$ 5,000       | \$ 2,775      | 55.50%            | \$ 2,200      | \$ 3,775      | \$ 575                    | 26.14%    |
| Refuse and Garbage Charges            | \$ 465,000     | \$ 324,828    | 69.86%            | \$ 345,794    | \$ 456,002    | \$ (20,966)               | -6.06%    |
| Toter Fees                            | \$ 373,000     | \$ 351,068    | 94.12%            | \$ 341,606    | \$ 375,248    | \$ 9,463                  | 2.77%     |
| Sale of Surplus Power                 | \$ 3,960,000   | \$ 2,676,093  | 67.58%            | \$ 2,999,745  | \$ 3,993,988  | \$ (323,652)              | -10.79%   |
| Taxes/Assessment Svcs. Other Govt.    | \$ 5,200       | \$ 5,197      | 99.95%            | \$ 5,199      | \$ 5,199      | \$ (1)                    | -0.02%    |
| Civil Service Charges-School District | \$ 24,000      | \$ 25,600     | 106.67%           | \$ 25,934     | \$ 25,934     | \$ (334)                  | -1.29%    |
| Police Services                       | \$ 83,000      | \$ 58,661     | 70.68%            | \$ 48,408     | \$ 92,160     | \$ 10,253                 | 21.18%    |
| Transportation Services, Other Govts. | \$ 5,600       | \$ -          | 0.00%             | \$ 5,600      | \$ 5,600      | \$ (5,600)                | -100.00%  |
| Interest and Earnings                 | \$ 15,000      | \$ 9,709      | 64.73%            | \$ 10,812     | \$ 13,772     | \$ (1,104)                | -10.21%   |
| Rental of Real Property               | \$ 76,035      | \$ 70,805     | 93.12%            | \$ 71,055     | \$ 76,285     | \$ (250)                  | -0.35%    |
| Business and Occupational Licenses    | \$ 7,650       | \$ 3,695      | 48.30%            | \$ 2,510      | \$ 5,040      | \$ 1,185                  | 47.21%    |
| Games of Chance Licenses              | \$ 100         | \$ 164        | 163.93%           | \$ 278        | \$ 278        | \$ (114)                  | -41.01%   |
| Bingo Licenses                        | \$ 2,500       | \$ 2,030      | 81.19%            | \$ 2,081      | \$ 2,752      | \$ (52)                   | -2.48%    |
| Building & Alterations Permits        | \$ 72,000      | \$ 76,530     | 106.29%           | \$ 34,693     | \$ 49,319     | \$ 41,837                 | 120.59%   |
| City Permits                          | \$ 3,000       | \$ 13,351     | 445.02%           | \$ 8,401      | \$ 8,551      | \$ 4,950                  | 58.92%    |
| Sanitary Sewer Permits                | \$ 7,000       | \$ 4,575      | 65.36%            | \$ 2,385      | \$ 2,385      | \$ 2,190                  | 91.82%    |
| Storm Sewer Permits                   | \$ 1,000       | \$ 1,475      | 147.50%           | \$ 630        | \$ 865        | \$ 845                    | 134.13%   |
| Fines & Forfeited Bail                | \$ 132,000     | \$ 75,926     | 57.52%            | \$ 73,385     | \$ 104,548    | \$ 2,541                  | 3.46%     |
| Scrap & Excess Materials Sale         | \$ 15,000      | \$ 4,388      | 29.25%            | \$ 8,308      | \$ 13,111     | \$ (3,920)                | -47.18%   |
| Minor Sales                           | \$ -           | \$ -          | 0.00%             | \$ -          | \$ -          | \$ -                      | 0.00%     |
| Sale of Real Property                 | \$ 52,000      | \$ 52,303     | 100.58%           | \$ 26,544     | \$ 26,544     | \$ 25,759                 | 97.04%    |
| Sale of Equipment                     | \$ 15,000      | \$ 6,795      | 45.30%            | \$ 16,332     | \$ 17,989     | \$ (9,537)                | -58.40%   |
| Insurance Recoveries                  | \$ 20,000      | \$ 4,231      | 21.15%            | \$ 9,176      | \$ 773,276    | \$ (4,945)                | -53.89%   |
| Refund of Prior Year Expense          | \$ 5,000       | \$ 2,296      | 45.91%            | \$ 18,016     | \$ 22,559     | \$ (15,720)               | -87.26%   |
| Gifts & Donations                     | \$ 6,000       | \$ 6,920      | 115.33%           | \$ 58,849     | \$ 62,696     | \$ (51,930)               | -88.24%   |
| Other Unclassified Revenues           | \$ 1,000       | \$ 586        | 58.61%            | \$ 1,030      | \$ 9,544      | \$ (444)                  | -43.08%   |
| Payment Processing Fees               | \$ 6,000       | \$ 6,244      | 104.07%           | \$ 4,699      | \$ 6,000      | \$ 1,545                  | 32.87%    |
| Central Printing & Mailing            | \$ 5,000       | \$ 4,054      | 81.08%            | \$ 4,793      | \$ 5,917      | \$ (739)                  | -15.42%   |
| Central Garage                        | \$ 90,000      | \$ 56,726     | 63.03%            | \$ 56,968     | \$ 75,004     | \$ (242)                  | -0.42%    |
| State Aid, Per Capita                 | \$ 4,703,208   | \$ 83,452     | 1.77%             | \$ 83,452     | \$ 4,703,208  | \$ -                      | 0.00%     |
| State Aid, Mortgage Tax               | \$ 325,000     | \$ 144,929    | 44.59%            | \$ 170,301    | \$ 294,932    | \$ (25,372)               | -14.90%   |
| State Reimbursement-Worker's Comp.    | \$ 75,500      | \$ 25,601     | 33.91%            | \$ -          | \$ 37,067     | \$ 25,601                 | #DIV/0!   |
| State Reimbursement-Court Security    | \$ 41,000      | \$ -          | 0.00%             | \$ -          | \$ 30,694     | \$ -                      | 0.00%     |
| State Reimbursement-Court Postage     | \$ 1,752       | \$ 1,314      | 75.00%            | \$ 1,314      | \$ 1,752      | \$ -                      | 0.00%     |
| State Reimbursement-CHIPs             | \$ 142,000     | \$ 159,428    | 112.27%           | \$ 222,025    | \$ 325,563    | \$ (62,597)               | -28.19%   |
| State Mass Transportation Assistance  | \$ 259,000     | \$ 239,195    | 92.35%            | \$ 215,753    | \$ 256,567    | \$ 23,442                 | 10.87%    |
| State Aid-Bus Projects                | \$ 3,950       | \$ -          | 0.00%             | \$ -          | \$ -          | \$ -                      | 0.00%     |

**CITY OF WATERTOWN**  
**FY 2016/17 FINANCIAL REPORT (UNAUDITED)**  
**THROUGH THE QUARTER ENDING MARCH 31, 2017**

|   | 2016-17              |                      | Y-T-D % of Budget | Prior Y-T-D          | 2015-16              |                   | Current YTD vs. Prior YTD |  |
|---|----------------------|----------------------|-------------------|----------------------|----------------------|-------------------|---------------------------|--|
|   | Revised Budget       | Current Y-T-D        |                   |                      | Actual               | Variance          | %                         |  |
| State Aid, Disaster                       | \$ -                 | \$ -                 | 0.00%             | \$ 9,487             | \$ 9,487             | \$ (9,487)        | -100.00%                  |  |
| State Aid, Other Home & Community Service | \$ 25,000            | \$ 99,525            | 0.00%             | \$ -                 | \$ -                 | \$ -              | 0.00%                     |  |
| Federal Aid Police Block Grant            | \$ 305,500           | \$ 12,700            | 4.16%             | \$ 79,325            | \$ 226,687           | \$ (66,625)       | -83.99%                   |  |
| Federal Aid Highway Safety                | \$ 6,400             | \$ 5,820             | 90.94%            | \$ 4,129             | \$ 4,129             | \$ 1,691          | 40.95%                    |  |
| Federal Transportation Assistance         | \$ 450,000           | \$ -                 | 0.00%             | \$ -                 | \$ -                 | \$ -              | 0.00%                     |  |
| Federal Aid - Snowstorm                   | \$ -                 | \$ -                 | 0.00%             | \$ -                 | \$ -                 | \$ -              | 0.00%                     |  |
| Federal Aid-Other Home & Community Serv.  | \$ 5,000             | \$ -                 | 0.00%             | \$ 2,273             | \$ 2,273             | \$ (2,273)        | -100.00%                  |  |
| Interfund Transfers                       | \$ 326,000           | \$ 138,349           | 42.44%            | \$ 72,322            | \$ 250,101           | \$ 66,027         | 91.30%                    |  |
| <b>Total Revenue</b>                      | <b>\$ 40,751,171</b> | <b>\$ 28,236,620</b> | <b>69.29%</b>     | <b>\$ 27,377,837</b> | <b>\$ 39,378,681</b> | <b>\$ 858,783</b> | <b>3.14%</b>              |  |
| Appropriated Fund Balance                 | \$ 1,509,423         | \$ 126,879           | 8.41%             | \$ 787,377           | \$ 185,223           | \$ (660,498)      | -83.89%                   |  |
| Revenue and Fund Balance                  | \$ 42,260,594        | \$ 28,363,499        | 67.12%            | \$ 28,165,214        | \$ 39,563,904        | \$ 198,285        | 0.70%                     |  |

**General Fund Expenditures**

|                                      |              |              |         |              |              |              |          |
|--------------------------------------|--------------|--------------|---------|--------------|--------------|--------------|----------|
| Legislative Board                    | \$ 77,344    | \$ 56,717    | 73.33%  | \$ 57,993    | \$ 76,649    | \$ (1,277)   | -2.20%   |
| Mayor                                | \$ 29,551    | \$ 26,203    | 88.67%  | \$ 24,294    | \$ 30,113    | \$ 1,909     | 7.86%    |
| Municipal Executive                  | \$ 525,340   | \$ 297,229   | 56.58%  | \$ 462,902   | \$ 605,509   | \$ (165,673) | -35.79%  |
| Comptroller                          | \$ 562,649   | \$ 423,667   | 75.30%  | \$ 411,269   | \$ 518,457   | \$ 12,397    | 3.01%    |
| Purchasing                           | \$ 146,206   | \$ 106,506   | 72.85%  | \$ 106,020   | \$ 140,955   | \$ 486       | 0.46%    |
| Assessment                           | \$ 297,291   | \$ 208,821   | 70.24%  | \$ 204,305   | \$ 277,029   | \$ 4,517     | 2.21%    |
| Tax Advertising                      | \$ 21,000    | \$ 6,305     | 30.02%  | \$ 10,259    | \$ 22,017    | \$ (3,955)   | -38.55%  |
| Property Acquired for Taxes          | \$ 27,866    | \$ 5,417     | 19.44%  | \$ 13,951    | \$ 739,089   | \$ (8,534)   | -61.17%  |
| Fiscal Agent Fees                    | \$ 800       | \$ 800       | 100.00% | \$ 800       | \$ 800       | \$ -         | 0.00%    |
| Clerk                                | \$ 220,409   | \$ 159,737   | 72.47%  | \$ 155,088   | \$ 206,777   | \$ 4,649     | 3.00%    |
| Law                                  | \$ 297,506   | \$ 301,421   | 101.32% | \$ 218,341   | \$ 343,945   | \$ 83,080    | 38.05%   |
| Civil Service                        | \$ 66,629    | \$ 47,795    | 71.73%  | \$ 49,396    | \$ 65,037    | \$ (1,601)   | -3.24%   |
| Engineering                          | \$ 721,913   | \$ 443,765   | 61.47%  | \$ 467,825   | \$ 623,551   | \$ (24,060)  | -5.14%   |
| DPW Administration                   | \$ 504,230   | \$ 370,606   | 73.50%  | \$ 375,489   | \$ 493,104   | \$ (4,883)   | -1.30%   |
| Buildings                            | \$ 217,861   | \$ 138,521   | 63.58%  | \$ 132,814   | \$ 167,848   | \$ 5,707     | 4.30%    |
| Central Garage                       | \$ 825,943   | \$ 519,704   | 62.92%  | \$ 456,387   | \$ 622,691   | \$ 63,317    | 13.87%   |
| Central Printing & Mailing           | \$ 77,450    | \$ 42,054    | 54.30%  | \$ 62,718    | \$ 71,199    | \$ (20,664)  | -32.95%  |
| Information Technology               | \$ 553,919   | \$ 397,222   | 71.71%  | \$ 358,001   | \$ 482,650   | \$ 39,220    | 10.96%   |
| Judgements & Claims                  | \$ 13,500    | \$ 2,802     | 20.75%  | \$ -         | \$ -         | \$ 2,802     | #DIV/0!  |
| Land                                 | \$ -         | \$ -         | 0.00%   | \$ -         | \$ -         | \$ -         | 0.00%    |
| Taxes on Property                    | \$ 39,000    | \$ 21,863    | 56.06%  | \$ 42,679    | \$ 42,679    | \$ (20,816)  | -48.77%  |
| Contingency                          | \$ 1,150,000 | \$ -         | 0.00%   | \$ -         | \$ -         | \$ -         | 0.00%    |
| Police                               | \$ 8,312,274 | \$ 6,061,493 | 72.92%  | \$ 5,955,506 | \$ 7,903,559 | \$ 105,987   | 1.78%    |
| Fire                                 | \$ 8,839,604 | \$ 6,574,227 | 74.37%  | \$ 6,827,830 | \$ 9,211,534 | \$ (253,604) | -3.71%   |
| Control of Animals                   | \$ 99,125    | \$ -         | 0.00%   | \$ -         | \$ 98,719    | \$ -         | 0.00%    |
| Safety Inspection                    | \$ 416,797   | \$ 395,298   | 94.84%  | \$ 499,601   | \$ 592,913   | \$ (104,303) | -20.88%  |
| DPW Municipal Maintenance            | \$ 606,813   | \$ 305,435   | 50.33%  | \$ 302,969   | \$ 439,142   | \$ 2,465     | 0.81%    |
| DPW Road Maintenance                 | \$ 914,662   | \$ 531,369   | 58.09%  | \$ 513,693   | \$ 711,842   | \$ 17,676    | 3.44%    |
| DPW Snow Removal                     | \$ 1,333,358 | \$ 1,062,846 | 79.71%  | \$ 1,042,268 | \$ 1,142,539 | \$ 20,578    | 1.97%    |
| Hydro Electric Production            | \$ 410,799   | \$ 228,974   | 55.74%  | \$ 236,733   | \$ 353,689   | \$ (7,759)   | -3.28%   |
| Traffic Control & Lighting           | \$ 861,096   | \$ 539,683   | 62.67%  | \$ 637,112   | \$ 848,719   | \$ (97,429)  | -15.29%  |
| Bus                                  | \$ 1,141,697 | \$ 741,640   | 64.96%  | \$ 631,900   | \$ 850,814   | \$ 109,740   | 17.37%   |
| Off Street Parking                   | \$ 54,293    | \$ 37,276    | 68.66%  | \$ 35,808    | \$ 38,530    | \$ 1,468     | 4.10%    |
| Community Action                     | \$ 15,000    | \$ 15,000    | 100.00% | \$ 47,500    | \$ 47,500    | \$ (32,500)  | -68.42%  |
| Publicity                            | \$ 3,500     | \$ 3,845     | 109.85% | \$ 1,938     | \$ 1,938     | \$ 1,907     | 98.40%   |
| Recreation Administration            | \$ 272,848   | \$ 201,803   | 73.96%  | \$ 191,601   | \$ 268,725   | \$ 10,202    | 5.32%    |
| Thompson Park                        | \$ 475,232   | \$ 266,232   | 56.02%  | \$ 227,380   | \$ 428,496   | \$ 38,852    | 17.09%   |
| Recreation Playgrounds               | \$ 69,231    | \$ 86,214    | 124.53% | \$ 67,458    | \$ 97,181    | \$ 18,756    | 27.80%   |
| Recreation Fairgrounds               | \$ 200,309   | \$ 89,845    | 44.85%  | \$ 162,758   | \$ 246,958   | \$ (72,914)  | -44.80%  |
| Recreation Outdoor Winter Activities | \$ 14,314    | \$ 147       | 1.03%   | \$ 2,918     | \$ 2,918     | \$ (2,772)   | -94.97%  |
| Recreation Athletic Programs         | \$ 154,988   | \$ 99,606    | 64.27%  | \$ 175,469   | \$ 271,322   | \$ (75,863)  | -43.23%  |
| Recreation - Dog Park                | \$ -         | \$ -         | 0.00%   | \$ -         | \$ -         | \$ -         | 0.00%    |
| Recreation Swimming Pools            | \$ 167,696   | \$ 118,545   | 70.69%  | \$ 146,850   | \$ 192,038   | \$ (28,305)  | -19.27%  |
| Recreation Ice Arena                 | \$ 593,939   | \$ 478,570   | 80.58%  | \$ 110,643   | \$ 146,309   | \$ 367,927   | 332.54%  |
| Historian                            | \$ 100       | \$ -         | 0.00%   | \$ -         | \$ -         | \$ -         | 0.00%    |
| Zoning                               | \$ 3,000     | \$ 1,748     | 58.25%  | \$ 2,012     | \$ 3,748     | \$ (264)     | -13.13%  |
| Planning                             | \$ 294,882   | \$ 177,274   | 60.12%  | \$ 7,339     | \$ 20,570    | \$ 169,935   | 2315.62% |
| DPW Storm Sewer                      | \$ 376,627   | \$ 174,235   | 46.26%  | \$ 250,478   | \$ 342,626   | \$ (76,243)  | -30.44%  |
| DPW Refuse & Garbage                 | \$ 986,524   | \$ 631,074   | 63.97%  | \$ 557,885   | \$ 762,639   | \$ 73,189    | 13.12%   |

**CITY OF WATERTOWN  
FY 2016/17 FINANCIAL REPORT (UNAUDITED)  
THROUGH THE QUARTER ENDING MARCH 31, 2017**

|                                    | 2016-17              |                      | Y-T-D % of Budget | Prior Y-T-D          | 2015-16              |                   | Current YTD vs. Prior YTD |  |
|------------------------------------|----------------------|----------------------|-------------------|----------------------|----------------------|-------------------|---------------------------|--|
|                                    | Revised Budget       | Current Y-T-D        |                   |                      | Actual               | Variance          | %                         |  |
| Worker's Compensation              | \$ 90,000            | \$ 67,458            | 74.95%            | \$ 64,630            | \$ 99,586            | \$ 2,828          | 4.38%                     |  |
| Unemployment Insurance             | \$ 15,000            | \$ 2,105             | 14.03%            | \$ 11,234            | \$ 24,897            | \$ (9,129)        | -81.26%                   |  |
| Health Insurance-Retirees          | \$ 3,690,073         | \$ 2,764,851         | 74.93%            | \$ 2,630,232         | \$ 3,505,098         | \$ 134,619        | 5.12%                     |  |
| Medicare Reimbursements            | \$ 369,450           | \$ 269,279           | 72.89%            | \$ 257,530           | \$ 343,879           | \$ 11,750         | 4.56%                     |  |
| Compensated Absences               | \$ -                 | \$ -                 | 0.00%             | \$ -                 | \$ 51,250            | \$ -              | 0.00%                     |  |
| Other Employee Benefits            | \$ 5,000             | \$ 3,412             | 68.24%            | \$ 3,378             | \$ 4,326             | \$ 33             | 0.99%                     |  |
| General Liability Reserve Transfer | \$ 75,000            | \$ 56,250            | 75.00%            | \$ 56,250            | \$ 75,000            | \$ -              | 0.00%                     |  |
| Library Transfer                   | \$ 1,148,599         | \$ 919,718           | 80.07%            | \$ 923,660           | \$ 1,204,698         | \$ (3,941)        | -0.43%                    |  |
| Serial Bonds - Principal           | \$ 2,247,872         | \$ 1,504,031         | 66.91%            | \$ 1,596,918         | \$ 2,320,843         | \$ (92,887)       | -5.82%                    |  |
| Serial Bonds-Interest              | \$ 714,272           | \$ 376,864           | 52.76%            | \$ 241,078           | \$ 737,857           | \$ 135,786        | 56.32%                    |  |
| Capital Fund Transfer              | \$ 916,500           | \$ -                 | 0.00%             | \$ 124,123           | \$ 631,398           | \$ (124,123)      | -100.00%                  |  |
| Black River Trust Fund Transfer    | \$ -                 | \$ -                 | 0.00%             | \$ 10,000            | \$ 10,000            | \$ (10,000)       | -100.00%                  |  |
| <b>TOTAL</b>                       | <b>\$ 42,266,880</b> | <b>\$ 28,363,499</b> | <b>67.11%</b>     | <b>\$ 28,165,214</b> | <b>\$ 39,563,904</b> | <b>\$ 198,285</b> | <b>0.70%</b>              |  |

**Water Fund Revenues**

|                                     |              |              |         |              |              |             |          |
|-------------------------------------|--------------|--------------|---------|--------------|--------------|-------------|----------|
| Water Rents                         | \$ 3,261,000 | \$ 2,340,548 | 71.77%  | \$ 2,258,455 | \$ 3,228,882 | \$ 82,093   | 3.63%    |
| Unmetered Water                     | \$ 10,000    | \$ 10,533    | 105.33% | \$ 5,239     | \$ 9,296     | \$ 5,294    | 101.05%  |
| Outside User Fees                   | \$ 1,737,000 | \$ 1,232,884 | 70.98%  | \$ 1,029,888 | \$ 1,438,303 | \$ 202,995  | 19.71%   |
| Water Service Charges               | \$ 75,000    | \$ 28,577    | 38.10%  | \$ 57,079    | \$ 76,068    | \$ (28,502) | -49.93%  |
| Interest & Penalties on Water Rents | \$ 65,000    | \$ 39,053    | 60.08%  | \$ 48,776    | \$ 61,304    | \$ (9,723)  | -19.93%  |
| Interest Earnings                   | \$ 1,500     | \$ 1,759     | 117.28% | \$ 1,518     | \$ 2,078     | \$ 241      | 15.85%   |
| Sale of Scrap                       | \$ 8,000     | \$ 1,433     | 17.91%  | \$ 2,494     | \$ 2,494     | \$ (1,061)  | -42.56%  |
| Sale of Equipment                   | \$ -         | \$ -         | 0.00%   | \$ 4,150     | \$ 5,275     | \$ (4,150)  | -100.00% |
| Insurance Recoveries                | \$ 1,000     | \$ 1,001     | 100.11% | \$ -         | \$ 836       | \$ 1,001    | #DIV/0!  |
| Refund of Prior Years Expenditure   | \$ 1,000     | \$ -         | 0.00%   | \$ -         | \$ -         | \$ -        | 0.00%    |
| Premium on Obligations              | \$ -         | \$ -         | 0.00%   | \$ -         | \$ 2,188     | \$ -        | 0.00%    |
| Unclassified Revenues               | \$ 1,000     | \$ 2,731     | 273.14% | \$ 120       | \$ 954       | \$ 2,612    | 2181.46% |
| Payment Processing Fees             | \$ 4,000     | \$ 4,050     | 101.26% | \$ 3,518     | \$ 4,679     | \$ 533      | 15.15%   |
| Metered Water Sales Funds           | \$ 167,000   | \$ 95,338    | 57.09%  | \$ 86,283    | \$ 146,591   | \$ 9,055    | 10.49%   |
| Interfund Transfers                 | \$ 1,000     | \$ -         | 0.00%   | \$ -         | \$ 29,010    | \$ -        | 0.00%    |
| Total Revenue                       | \$ 5,332,500 | \$ 3,772,290 | 70.74%  | \$ 3,497,519 | \$ 5,007,958 | \$ 274,771  | 7.86%    |
| Appropriated Fund Balance           | \$ -         | \$ 1,750     | 0.00%   | \$ -         | \$ -         | \$ 1,750    | #DIV/0!  |
| Revenue and Fund Balance            | \$ 5,332,500 | \$ 3,774,040 | 70.77%  | \$ 3,497,519 | \$ 5,007,958 | \$ 276,521  | 7.91%    |

**Water Fund Expenditures**

|                                  |                     |                     |               |                     |                     |                 |               |
|----------------------------------|---------------------|---------------------|---------------|---------------------|---------------------|-----------------|---------------|
| Taxes on Property                | \$ 825              | \$ 789              | 95.69%        | \$ 790              | \$ 790              | \$ (1)          | -0.11%        |
| Contingency                      | \$ 32,109           | \$ -                | 0.00%         | \$ -                | \$ -                | \$ -            | 0.00%         |
| Water Administration             | \$ 247,719          | \$ 184,213          | 74.36%        | \$ 190,014          | \$ 252,236          | \$ (5,801)      | -3.05%        |
| Source of Supply, Power and Pump | \$ 674,367          | \$ 392,738          | 58.24%        | \$ 438,817          | \$ 519,281          | \$ (46,080)     | -10.50%       |
| Water Purification               | \$ 1,922,735        | \$ 1,257,633        | 65.41%        | \$ 1,282,165        | \$ 1,774,285        | \$ (24,531)     | -1.91%        |
| Transmission and Distribution    | \$ 1,324,353        | \$ 905,117          | 68.34%        | \$ 886,680          | \$ 1,160,949        | \$ 18,437       | 2.08%         |
| Worker's Compensation            | \$ 7,625            | \$ 4,937            | 64.74%        | \$ 1,769            | \$ 3,320            | \$ 3,168        | 179.08%       |
| Unemployment Insurance           | \$ 2,000            | \$ -                | 0.00%         | \$ 938              | \$ 335              | \$ (938)        | -100.00%      |
| Health Insurance                 | \$ 178,048          | \$ 118,941          | 66.80%        | \$ 112,153          | \$ 148,204          | \$ 6,788        | 6.05%         |
| Medicare Reimbursements          | \$ 16,000           | \$ 11,700           | 73.12%        | \$ 8,759            | \$ 12,168           | \$ 2,941        | 33.57%        |
| Compensated Absences             | \$ -                | \$ -                | 0.00%         | \$ -                | \$ 4,165            | \$ -            | 0.00%         |
| Other Employee Benefits          | \$ 400              | \$ 271              | 67.69%        | \$ 291              | \$ 372              | \$ (20)         | -6.96%        |
| General Liability Transfer       | \$ 15,000           | \$ 11,250           | 75.00%        | \$ 11,250           | \$ 15,000           | \$ -            | 0.00%         |
| Serial Bonds - Principal         | \$ 705,099          | \$ 394,117          | 55.90%        | \$ 371,410          | \$ 675,610          | \$ 22,707       | 6.11%         |
| Serial Bonds - Interest          | \$ 154,949          | \$ 91,767           | 59.22%        | \$ 69,030           | \$ 161,854          | \$ 22,737       | 32.94%        |
| Transfer to Capital              | \$ 56,000           | \$ -                | 0.00%         | \$ -                | \$ 75,500           | \$ -            | 0.00%         |
| <b>TOTAL</b>                     | <b>\$ 5,337,229</b> | <b>\$ 3,373,472</b> | <b>63.21%</b> | <b>\$ 3,374,066</b> | <b>\$ 4,804,071</b> | <b>\$ (593)</b> | <b>-0.02%</b> |

**CITY OF WATERTOWN  
FY 2016/17 FINANCIAL REPORT (UNAUDITED)  
THROUGH THE QUARTER ENDING MARCH 31, 2017**

|                                     | 2016-17        |               |                   | 2015-16      |              | Current YTD vs Prior YTD |          |
|-------------------------------------|----------------|---------------|-------------------|--------------|--------------|--------------------------|----------|
|                                     | Revised Budget | Current Y-T-D | Y-T-D % of Budget | Prior Y-T-D  | Actual       | Variance                 | %        |
| <b>Sewer Fund Revenues</b>          |                |               |                   |              |              |                          |          |
| Sewer Rents                         | \$ 2,515,000   | \$ 1,702,784  | 67.71%            | \$ 1,717,338 | \$ 2,485,166 | \$ (14,554)              | -0.85%   |
| Sewer Charges                       | \$ 668,000     | \$ 734,821    | 110.00%           | \$ 591,741   | \$ 829,742   | \$ 143,080               | 24.18%   |
| Interest & Penalties on Sewer Rents | \$ 60,000      | \$ 38,302     | 63.84%            | \$ 45,532    | \$ 57,625    | \$ (7,230)               | -15.88%  |
| Sewer Rents-Governments             | \$ 1,891,793   | \$ 1,580,209  | 83.53%            | \$ 1,544,357 | \$ 1,882,500 | \$ 35,852                | 2.32%    |
| Interest Earnings                   | \$ 1,000       | \$ 2,618      | 261.78%           | \$ 755       | \$ 1,312     | \$ 1,863                 | 246.77%  |
| Permit Fees                         | \$ 20,000      | \$ 19,125     | 95.63%            | \$ 17,875    | \$ 17,875    | \$ 1,250                 | 6.99%    |
| Sale of Scrap                       | \$ 2,000       | \$ -          | 0.00%             | \$ -         | \$ -         | \$ -                     | 0.00%    |
| Sale of Equipment                   | \$ 1,000       | \$ -          | 0.00%             | \$ -         | \$ -         | \$ -                     | 0.00%    |
| Insurance Recovery                  | \$ -           | \$ -          | 0.00%             | \$ 1,418     | \$ 1,418     | \$ (1,418)               | -100.00% |
| Refund of Prior Years Expenditure   | \$ -           | \$ -          | 0.00%             | \$ 174       | \$ 174       | \$ (174)                 | -100.00% |
| Payment Processing Fees             | \$ 4,000       | \$ 4,060      | 101.51%           | \$ 3,520     | \$ 4,681     | \$ 540                   | 15.35%   |
| Interfund Revenues                  | \$ 391,000     | \$ 237,483    | 60.74%            | \$ 250,652   | \$ 430,191   | \$ (13,169)              | -5.25%   |
| State Aid - Workers Compensation    | \$ -           | \$ -          | 0.00%             | \$ -         | \$ -         | \$ -                     | 0.00%    |
| State Aid - CHIPSs                  | \$ 5,000       | \$ 4,068      | 81.36%            | \$ 20,167    | \$ 22,581    | \$ (16,099)              | -79.83%  |
| Federal Aid, Community Services     | \$ -           | \$ -          | 0.00%             | \$ -         | \$ -         | \$ -                     | 0.00%    |
| Interfund Transfer                  | \$ 1,000       | \$ -          | 0.00%             | \$ -         | \$ 791,701   | \$ -                     | 0.00%    |
| Total Revenue                       | \$ 5,559,793   | \$ 4,323,469  | 77.76%            | \$ 4,193,529 | \$ 6,527,155 | \$ 129,940               | 3.10%    |
| Appropriated Fund Balance           | \$ 140,048     | \$ -          | 0.00%             | \$ -         | \$ -         | \$ -                     | 0.00%    |
| Total Revenue                       | \$ 5,699,841   | \$ 4,323,469  | 75.85%            | \$ 4,193,529 | \$ 6,527,155 | \$ 129,940               | 3.10%    |

**Sewer Fund Expenditures**

|                               |              |              |        |              |              |             |         |
|-------------------------------|--------------|--------------|--------|--------------|--------------|-------------|---------|
| Sewer Administration          | \$ 236,601   | \$ 166,587   | 70.41% | \$ 176,498   | \$ 233,008   | \$ (9,911)  | -5.62%  |
| Sanitary Sewer                | \$ 455,669   | \$ 313,545   | 68.81% | \$ 302,721   | \$ 400,571   | \$ 10,823   | 3.58%   |
| Sewage Treatment and Disposal | \$ 3,415,407 | \$ 2,661,666 | 77.93% | \$ 2,748,429 | \$ 3,434,559 | \$ (86,763) | -3.16%  |
| Contingency                   | \$ 30,000    | \$ -         | 0.00%  | \$ -         | \$ -         | \$ -        | 0.00%   |
| Worker's Compensation         | \$ 7,425     | \$ 4,825     | 64.99% | \$ 1,666     | \$ 3,128     | \$ 3,159    | 189.59% |
| Unemployment Insurance        | \$ -         | \$ 8,955     | 0.00%  | \$ -         | \$ 2,125     | \$ 8,955    | #DIV/0! |
| Health Insurance- Retirees    | \$ 189,921   | \$ 147,053   | 77.43% | \$ 120,540   | \$ 164,961   | \$ 26,513   | 21.99%  |
| Medicare Reimbursements       | \$ 11,450    | \$ 8,666     | 75.68% | \$ 8,025     | \$ 10,805    | \$ 641      | 7.98%   |
| Compensated Absences          | \$ -         | \$ -         | 0.00%  | \$ -         | \$ (12,512)  | \$ -        | 0.00%   |
| Other Employee Benefits       | \$ 200       | \$ 94        | 47.13% | \$ 100       | \$ 118       | \$ (6)      | -6.11%  |
| General Liability Transfer    | \$ 15,000    | \$ 11,250    | 75.00% | \$ 11,250    | \$ 15,000    | \$ -        | 0.00%   |
| Serial Bonds - Principal      | \$ 903,029   | \$ 410,852   | 45.50% | \$ 416,021   | \$ 887,396   | \$ (5,169)  | -1.24%  |
| Serial Bonds - Interest       | \$ 249,119   | \$ 137,595   | 55.23% | \$ 120,976   | \$ 261,923   | \$ 16,619   | 13.74%  |
| Transfer to Capital Fund      | \$ 203,000   | \$ -         | 0.00%  | \$ -         | \$ -         | \$ -        | 0.00%   |
| TOTAL                         | \$ 5,716,821 | \$ 3,871,088 | 67.71% | \$ 3,906,227 | \$ 5,401,082 | \$ (35,140) | -0.90%  |

**Library Fund Revenues**

|                           |              |            |         |            |              |            |          |
|---------------------------|--------------|------------|---------|------------|--------------|------------|----------|
| Library Fines             | \$ 27,000    | \$ 15,894  | 58.87%  | \$ 13,246  | \$ 17,855    | \$ 2,648   | 19.99%   |
| Library Grant             | \$ 46,105    | \$ 46,105  | 100.00% | \$ 46,105  | \$ 46,105    | \$ -       | 0.00%    |
| Unclassified Revenues     | \$ -         | \$ 548     | 0.00%   | \$ 300     | \$ 300       | \$ 248     | 82.51%   |
| Interfund Transfer        | \$ 1,148,599 | \$ 919,718 | 80.07%  | \$ 923,660 | \$ 1,204,698 | \$ (3,941) | -0.43%   |
| Total Revenue             | \$ 1,221,704 | \$ 982,265 | 80.40%  | \$ 983,311 | \$ 1,268,958 | \$ (1,046) | -0.11%   |
| Appropriated Fund Balance | \$ 50,000    | \$ -       | 0.00%   | \$ 287     | \$ 41,346    | \$ (287)   | -100.00% |
| Revenue and Fund Balance  | \$ 1,271,704 | \$ 982,265 | 77.24%  | \$ 983,598 | \$ 1,310,304 | \$ (1,332) | -0.14%   |

**Library Fund Expenditures**

|                           |              |            |         |            |              |             |         |
|---------------------------|--------------|------------|---------|------------|--------------|-------------|---------|
| Contingency               | \$ 6,000     | \$ -       | 0.00%   | \$ -       | \$ -         | \$ -        | 0.00%   |
| Library Fund Expenditures | \$ 1,079,755 | \$ 818,366 | 75.79%  | \$ 837,835 | \$ 1,040,388 | \$ (19,468) | -2.32%  |
| Worker's Compensation     | \$ 3,325     | \$ 2,183   | 65.66%  | \$ 820     | \$ 1,540     | \$ 1,363    | 166.13% |
| Health Insurance          | \$ 128,873   | \$ 90,876  | 70.52%  | \$ 82,743  | \$ 112,861   | \$ 8,134    | 9.83%   |
| Medicare Reimbursements   | \$ 14,500    | \$ 9,548   | 65.85%  | \$ 10,385  | \$ 13,532    | \$ (837)    | -8.06%  |
| Other Employee Benefits   | \$ -         | \$ 64      | 0.00%   | \$ 82      | \$ 100       | \$ (18)     | -21.99% |
| Serial Bonds - Principal  | \$ 36,000    | \$ 36,000  | 100.00% | \$ 45,651  | \$ 45,651    | \$ (9,651)  | -21.14% |
| Serial Bonds - Interest   | \$ 3,259     | \$ 1,845   | 56.61%  | \$ 2,301   | \$ 4,146     | \$ (457)    | -19.84% |
| Transfer to Capital       | \$ -         | \$ -       | 0.00%   | \$ -       | \$ 86,500    | \$ -        | 0.00%   |
| TOTAL                     | \$ 1,271,712 | \$ 958,883 | 75.40%  | \$ 983,598 | \$ 1,310,304 | \$ (24,715) | -2.51%  |

**CITY OF WATERTOWN**  
**FY 2016/17 FINANCIAL REPORT (UNAUDITED)**  
**THROUGH THE QUARTER ENDING MARCH 31, 2017**

|                                     | 2016-17        |               | Y-T-D % of Budget | Prior Y-T-D  | 2015-16      |              | Current YTD vs. Prior YTD |  |
|-------------------------------------|----------------|---------------|-------------------|--------------|--------------|--------------|---------------------------|--|
|                                     | Revised Budget | Current Y-T-D |                   |              | Actual       | Variance     | %                         |  |
| <b>Self-Insurance Fund Revenues</b> |                |               |                   |              |              |              |                           |  |
| Shared Service Charges              | \$ 7,749,466   | \$ 5,688,600  | 73.41%            | \$ 5,466,947 | \$ 7,296,416 | \$ 221,653   | 4.05%                     |  |
| Interest and Earnings               | \$ 2,000       | \$ 1,398      | 69.92%            | \$ 1,403     | \$ 2,002     | \$ (5)       | -0.35%                    |  |
| Insurance Recoveries                | \$ 50,000      | \$ 219,862    | 439.72%           | \$ -         | \$ 70,521    | \$ 219,862   | #DIV/0!                   |  |
| Medicare Part D reimbursement       | \$ 225,000     | \$ 84,756     | 37.67%            | \$ 83,895    | \$ 204,638   | \$ 860       | 1.03%                     |  |
| Refund of Prior Years Expenditure   | \$ -           | \$ 15,628     | 0.00%             | \$ 31,514    | \$ 35,724    | \$ (15,885)  | -50.41%                   |  |
| Employee Contributions              | \$ 750,790     | \$ 525,677    | 70.02%            | \$ 505,460   | \$ 658,052   | \$ 20,217    | 4.00%                     |  |
| Prescription Reimbursements         | \$ 240,000     | \$ 224,483    | 93.53%            | \$ 144,363   | \$ 291,093   | \$ 80,120    | 55.50%                    |  |
| Total Revenue                       | \$ 9,017,256   | \$ 6,760,404  | 74.97%            | \$ 6,233,582 | \$ 8,558,446 | \$ 526,822   | 8.45%                     |  |
| Appropriated Fund Balance           | \$ 50,000      | \$ 755,052    | 1510.10%          | \$ 250,723   | \$ 350,922   | \$ 504,329   | 201.15%                   |  |
| Revenue and Fund Balance            | \$ 9,067,256   | \$ 7,515,456  | 82.89%            | \$ 6,484,306 | \$ 8,909,368 | \$ 1,031,151 | 15.90%                    |  |

**Self-Insurance Fund Expenditures**

|                 |              |              |        |              |              |              |        |
|-----------------|--------------|--------------|--------|--------------|--------------|--------------|--------|
| Administration  | \$ 528,395   | \$ 405,443   | 76.73% | \$ 414,075   | \$ 517,460   | \$ (8,633)   | -2.08% |
| Medical Claims  | \$ 5,573,861 | \$ 4,836,100 | 86.76% | \$ 4,051,196 | \$ 5,461,013 | \$ 784,904   | 19.37% |
| Pharmacy Claims | \$ 2,965,000 | \$ 2,273,914 | 76.69% | \$ 2,019,035 | \$ 2,930,895 | \$ 254,879   | 12.62% |
| TOTAL           | \$ 9,067,256 | \$ 7,515,456 | 82.89% | \$ 6,484,306 | \$ 8,909,368 | \$ 1,031,151 | 15.90% |