

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, July 20, 2020

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, July 20, 2020, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

The City Council meeting is now open to the public. All attendees must enter through the Sterling Street entrance and must wear a mask.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

PROCLAMATION

Jefferson County Stronger Together Day

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Authorizing Fund Raising Through the Northern New York Community Foundation for Operation and Maintenance of City Pools
- Resolution No. 2 - Appointment of Deputy City Constable, Patrick T. Connell
- Resolution No. 3 - Readopting Fiscal Year 2020-21 General Fund Budget
- Resolution No. 4 - Authorizing Abate of Relevied Water and Sewer Charges On Real Property Tax Bill For Property At 11 Public Square, Parcel No. 10-01-107.000
- Resolution No. 5 - Authorizing Sale of Real Property Known as 13 Shepard Purchase, Parcel No. 14-16-214.000 to Albert E. Gault
- Resolution No. 6 - Authorizing Sale of Real Property Known as 14 Shepard Purchase, Parcel No. 14-16-213.000 to Sidney A. Pond

Res No. 1

July 15, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing Fund Raising Through the Northern New York Community Foundation for Operation and Maintenance of City Pools

The attached resolution was prepared at the request of the City Council. I've spoken to Patrick Hickey to make sure we have a common understanding of what the fund-raising will be for. Rande Richardson of the Northern New York Community Foundation has reviewed the resolution and is satisfied with it.

Funds will only be accepted for the operation and maintenance of the Thompson Park Pool and the William J. Flynn Pool.

RESOLUTION

Page 1 of 1

Authorizing Fund Raising Through the Northern New York Community Foundation for Operation and Maintenance of City Pools

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C.P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

Introduced by

WHEREAS Patrick Hickey has offered to raise funds for the operation and maintenance of the City swimming pools, and

WHEREAS the Northern New York Community Foundation was previously designated to serve as a vehicle through which individuals, organizations, and businesses can make charitable contributions in support of City programs, projects and initiatives, and

WHEREAS the City Council of the City of Watertown believes that it is in the best interest of the citizens of the City to authorize fund raising for the operation and maintenance of City pools,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown authorizes fund raising through the Northern New York Community Foundation for the purpose of providing resources to operate and maintain the Thompson Park Pool and William J. Flynn Pool, and

BE IT FURTHER RESOLVED that the City of Watertown is willing to accept the donated funds from the Northern New York Community Foundation for said purpose.

Seconded by

Res No. 2

July 15, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Appointment of Deputy City Constable, Patrick T. Connell

At the request of City Constable Patricia Hennegan, Patrick T. Connell has been recommended as an additional Deputy City Constable to assist with the duties handled by her office. Mrs. Hennegan requests assistance as the current Deputy City Constable is requesting to reduce his duties at the same time an expected influx of calls for services may occur.

Attached for City Council consideration is a Resolution authorizing the appointment of Mr. Connell.

RESOLUTION

Page 1 of 1

Appointment of Deputy City Constable,
Patrick T. Connell

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C.P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

BE IT RESOLVED that the following individual is hereby appointed as Deputy City Constable for the City of Watertown for the remainder of the year for this one-year term expiring on December 31, 2020:

Patrick T. Connell
173 Bowers Avenue
Watertown, New York 13601

Seconded by

Res No. 3

July 13, 2020

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Fiscal Year 2020-21 General Fund Budget Re-adoption

At the July 6th City Council meeting, City Council informally agreed to allow Parks and Recreation to operate a youth baseball program, as well as an abbreviated pool season at the Thompson Park pool upon its construction completion. Additionally, City Council was supportive of adding a shared Secretary position for the Engineering and Planning Departments with the funding coming from a Civil Engineer I position that will be abolished due to a recent resignation.

If City Council concurs with these changes, the Fiscal Year 2020-21 General Fund Budget should be re-adopted to reflect the change in authorized positions as well as the other revenue and expenditure changes.

RESOLUTION

Page 1 of 2

Readopting Fiscal Year 2020-21
General Fund Budget

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

YEA	NAY

Introduced by

WHEREAS on June 1, 2020 the City Council passed a resolution adopting the Budget for Fiscal Year 2020-21, of which \$41,872,180 was appropriated for the General Fund, and

WHEREAS the City Council wishes to operate the Thompson Park pool upon its construction completion for the remainder of the 2020 season, and

WHEREAS the City Council wishes to add a shared Secretary position to the Engineering and Planning Departments and abolish a Civil Engineer I position, and

WHEREAS the City Council is desirous of Parks and Recreation operating a youth baseball program, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund Budget for Fiscal Year 2020-21 to appropriate funds to operate the Thompson Park pool, to create a shared Secretary position for the Engineering and Planning Departments, to abolish a Civil Engineer I position in the Engineering Department and to appropriate funds to operate a youth baseball program, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby that the following adjustments be included in the re-adopted General Fund Budget:

GENERAL FUND

Revenues:

A.0000.2001	Parks and Recreation Charges	\$ 1,500
Total Revenue		<u>\$ 1,500</u>

Expenditures:

A.1440.0110	Engineering - Salaries	(\$51,700)
A.1440.0120	Engineering - Clerical	\$ 14,450
A.1440.0810	Engineering - Retirement	(\$ 3,575)
A.1440.0830	Engineering - Social Security	(\$ 2,845)

RESOLUTION

Page 2 of 2

Readopting Fiscal Year 2020-21
General Fund Budget

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

YEA	NAY

Total

A.1440.0850	Engineering - Health Insurance	(\$ 6,200)
A.1990.0430	Contingency – Contracted Services	(\$ 4,365)
A.7141.0140	Outdoor Recreation - Temporary	\$ 700
A.7141.0460	Outdoor Recreation – Materials and Supplies	\$ 600
A.7141.0810	Outdoor Recreation - Retirement	\$ 50
A.7141.0830	Outdoor Recreation - Social Security	\$ 55
A.7180.0140	Pools - Temporary	\$ 20,650
A.7180.0150	Pools - Overtime	\$ 1,000
A.7180.0440	Pools – Fees	\$ 750
A.7180.0460	Pools – Materials and Supplies	\$ 5,000
A.7180.0810	Pools - Retirement	\$ 1,400
A.7180.0830	Pools - Social Security	\$ 1,675
A.8020.0120	Planning - Clerical	\$ 14,450
A.8020.0810	Planning – Retirement	\$ 1,425
A.8020.0830	Planning – Social Security	\$ 1,105
A.8020.0850	Planning - Health Insurance	<u>\$ 6,875</u>
Total Expenditures		<u>\$ 1,500</u>

Seconded by

Res No. 4

July 13, 2020

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Authorizing Abate of Water and Sewer Charges
On Real Property Tax Bill for Property at
11 Public Square, Parcel No. 10-01-107.000

Attached for City Council consideration is a resolution authorizing an abatement of water and sewer charges in the amount of \$699.71, which were added to the real property taxes for 11 Public Square. Due to an administrative error, a water and sewer payment made by the tenant was incorrectly applied to the account creating a balance which was relieved onto the 2020-21 City tax bill.

RESOLUTION

Page 1 of 1

Authorizing Abate of Releved Water and Sewer Charges On Real Property Tax Bill For Property At 11 Public Square, Parcel No. 10-01-107.000

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS there is an outstanding amount of City Real Property Taxes on the property owned by the Jefferson County Industrial Development Agency located at 11 Public Square, parcel number 10-01-107.000, the amount of which represents \$0.00 for 2020-21 City Taxes, and \$699.71 for releved water and sewer charges, and

WHEREAS, due to an administrative error in the posting of a payment causing \$699.71 of water and sewer charges to be erroneously releved onto the 2020-21 City tax bill, and

WHEREAS the Charter of the City of Watertown, Section 120, authorizes the City Council to correct any error made in the levying or extending of any tax, and

WHEREAS Real Property Tax Law Section 554 authorizes the appropriate tax levying body to make corrections to the tax roll before the expiration of the warrant, and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that the amount of \$699.71 for releved water and sewer charges be abated from the 2020-21 City tax bill, and

BE IT FURTHER RESOLVED that the charge of \$699.71 be reapplied to the water and sewer account for the property at 11 Public Square, parcel 10-01-107.000, and the City Comptroller is hereby authorized to adjust the tax commitment and records accordingly and make whatever refunds necessary.

Seconded by

Res No. 5

July 14, 2010

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Approving the Sale of Property – 13 Shepard Purchase

As was discussed at the July 6, 2020 City Council meeting, a purchase offer was received for the vacant lot located at 13 Shepard Purchase (parcel number 14-16-214.000) from Albert E. Gault in the amount of \$100. Mr. Gault owns an adjacent single-family residence at 286 Barben Avenue.

This resolution was drafted, as directed by the City Council, with the stipulation that the two parcels must be combined. Mr. Gault is opposed to combining the parcels, because he is concerned with the potential negative effect it may have on the quality of the title to his property in the future. He has said that he may rescind his offer if required to combine them.

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property
Known as 13 Shepard Purchase,
Parcel No. 14-16-214.000 to
Albert E. Gault

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns a certain lot of land known as 13 Shepard Purchase, approximately 50’x 100’ in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 14-16-214.000, and

WHEREAS said real property has never been assigned by the City Council for a public use, and

WHEREAS said the City has received a purchase offer for said real property from Albert E. Gault and

WHEREAS Albert E. Gault owns an adjacent lot of land known as 286 Barben Avenue, approximately 100’x 122’ in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 14-16-203.000, and

WHEREAS the City Council desires Albert E. Gault to merge the two lots of land known as 13 Shepard Purchase (parcel number 14-16-214.000) and 286 Barben Avenue (parcel number 14-16-203.000) into one parcel, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the New York State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance,

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property
Known as 13 Shepard Purchase,
Parcel No. 14-16-214.000 to
Albert E. Gault

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$100.00 submitted by Albert E. Gault for the purchase of Parcel No. 14-16-214.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Albert E. Gault upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not merged with the lot of land known as 286 Barben Avenue (parcel number 14-16-203.000) within three (3) months of the City’s delivery of the deed to the buyer, the City shall have the right to seek reversion of title to the City, and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of the City’s delivery of the deed to the buyer, the City shall have the right to seek reversion of title to the City.

Seconded by

Res No. 6

July 14, 2010

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Approving the Sale of Property – 14 Shepard Purchase

As was discussed at the July 6, 2020 City Council meeting, a purchase offer was received for the vacant lot located at 14 Shepard Purchase (parcel number 14-16-213.000) from Sidney A. Pond in the amount of \$100. Sidney A. Pond owns an adjacent single-family residence at 1141 Holcomb Street.

The resolution includes stipulations that the two parcels must be combined within 3 months and that an easement will be provided for the City sewer line running through the parcel.

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property
Known as 14 Shepard Purchase,
Parcel No. 14-16-213.000 to
Sidney A. Pond

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns a certain lot of land known as 14 Shepard Purchase, approximately 50'x 100' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 14-16-213.000, and

WHEREAS said real property has a City sewer line running through it that the City must retain the right to access, and

WHEREAS said the City has received a purchase offer for said real property from Sidney A. Pond and

WHEREAS Sidney A. Pond owns an adjacent lot of land known as 1141 Holcomb Street, approximately 60'x 116' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 14-16-212.000, and

WHEREAS the City Council desires Sidney A. Pond to merge the two lots of land known as 14 Shepard Purchase (parcel number 14-16-213.000) and 1141 Holcomb Street (parcel number 14-16-212.000) into one parcel, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the New York State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of their sale to subsequent buyers,

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property
 Known as 14 Shepard Purchase,
 Parcel No. 14-16-213.000 to
 Sidney A. Pond

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.

Total

YEA	NAY

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$100.00 submitted by Sidney A. Pond for the purchase of Parcel No. 14-16-213.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Sidney A. Pond upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the deed issued by the City contain an easement to the City for accessing the City sewer line for maintenance purposes, and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not merged with the lot of land known as 1141 Holcomb Street (parcel number 14-16-212.000) within three (3) months of the City's delivery of the deed to the buyer, the City shall have the right to seek reversion of title to the City, and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of the City's delivery of the deed to the buyer, the City shall have the right to seek reversion of title to the City.

Seconded by



1869

CITY OF WATERTOWN, NEW YORK

DEPARTMENT OF ENGINEERING

Room 305, City Hall
245 Washington Street
Watertown, New York 13601

Tel. (315) 785-7740
Fax (315) 785-7829

Res No. 7

July 14, 2020

To: The Honorable Mayor and City Council
From: Michael Delaney, City Engineer
Subject: Thompson Park Pool & Bathhouse,
Change Order GC-2

Attached is Change Order GC-2 between Con Tech Building Systems Inc. and the City of Watertown for the project stated above in the amount of \$4,288.29.

This Change Order is due to additional SOD Placement around the Thompson Park Pool Area inside the New Ornamental Thompson Park Pool Fence.

Attached for Council consideration is a resolution approving this Change Order with Con Tech Building Systems Inc. bringing the total project amount to \$2,169,463.17.

RESOLUTION

Page 1 of 1

Accepting Change Order GC-2 for
Thompson Park Pool & Bathhouse

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C.P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS on January 7, 2020 City Council accepted the bid from Con Tech Building Systems, Inc. in the amount of \$2,165,174.88, for the Thompson Park Pool & Bathhouse Project, per our specifications, and

WHEREAS Con Tech Building Systems, Inc, has now submitted Change Order GC-2 in the amount of \$4,288.29 to include placement of sod around the Thompson Park Pool,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby accepts Change Order GC-2 submitted by Con Tech Building Systems, Inc. in the amount of \$4,288.29 for the Thompson Park Pool & Bathhouse Project, bringing the total amount to \$2,169,463.17, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all documents necessary to accept Change Order GC-2 on behalf of the City.

Seconded by



CHANGE ORDER: Thompson Park Swimming Pool and Bathhouse Project

Page 1 of 2

Owner	City of Watertown	Contractor	Con Tech Building Systems, Inc.
Project	Thompson Park Swimming Pool and Bathhouse Project	Engineer's File No.	129.101.010
Contract	#1 – General Construction	Change Order No.	GC-2

In accordance with Article 11.04 of the Standard General Conditions of the Contract, when recommended by the Engineer and signed by the Owner and the Contractor, this Change Order amends the Contract Documents to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof.

Description of Change:

Provided the following changes as requested by Parks and Recreation as well as City Council. The General Contractor has provided a cost proposal as attached for \$4,288.29 to eliminate 4,387 square feet of seed and provide 4,387 square feet of sod within the fenced in area so that the area can be utilized upon opening the pool.



CHANGE ORDER: Thompson Park Swimming Pool and Bathhouse Project

Page 2 of 2

Enclosures and References:					
In executing this change order, it is mutually agreed that the amounts provided for herein will be accepted by the contractor as full compensation for all known costs associated in the work, including all direct and indirect costs, and any and all known costs associated with delays or additional time, if any, which may be required as a result of said changes.					
		AMOUNT			CONTRACT TIME
Original Contract Price		\$2,138,640.00	Substantial Completion Date Prior to Change Order		07/08/2020
Contract Price Prior to Change Order		\$2,165,174.88	Net Time This Change Order		3 weeks 4 Weeks
Net Amount This Change Order		\$4,288.29	Revised Substantial Completion Date		07/29/2020 08/05/2020
Revised Contract Price		\$2,169,463.17			
ENGINEER		OWNER		CONTRACTOR	
		Approved:		Approved:	
Recommended:	Ron Jackson, P.E.	Title:	Mayor	Title:	PM
Date:	07/14/2020	Date:		Date:	07/14/2020
Telephone:	315-703-4160	Telephone:	315-342-8136	Telephone:	315-771-9087

NR

NR



4524 State Highway 58
 Gouverneur, NY 13642
 Ph : (315)287-0135

Change Request

To: Pat Currier
 City of Watertown
 City of Watertown
 245 Washington Street
 Watertown, NY 13601
 Ph: (315) 785-7740

Number: 21.1
Date: 7/13/20
Job: 19-062 Thompson P. Pool & Bath House
Phone:

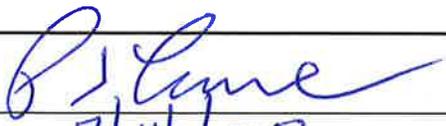
Description: Pool Area Sod

We are pleased to offer the following specifications and pricing to make the following changes:
 General Contractor shall provide a credit for approximately 4,387 sf of seed and an add for 4,387 sf of sod.

Description	Quantity	Unit	Unit Price	Price
Landscaping - Credit Seed	-4,387.00	sf	\$0.05	\$-219.35
Landscaping - Add Sod	4,387.00	sf	\$0.90	\$3,948.30
			Subtotal:	\$3,728.95
	Overhead & Profit		\$3,728.95	15.00%
				\$559.34
			Total:	\$4,288.29

If you have any questions, please contact me at (315) 287-0135.

Submitted by: Nick Reddick
 Con Tech Building Systems Inc

Approved by: 
 Date: 7/14/20

Res No. 8

July 15, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing Supplemental #1 Agreement with NYSDOT for Final Design and ROW Incidentals and Acquisition for the Pedestrian Signal Improvement Project NYSDOT PIN: 70PS02

At the November 5, 2018 meeting, City Council approved the Agreement with NYSDOT for the Pedestrian Signal Improvement Project with \$581,000 in funding.

During the preliminary design phase of the portion of the Project, it was determined that there is not enough existing R.O.W. on several street corners to construct the ramps to meet the ADA standards. Supplemental Agreement #1 authorizes another \$198,000 for final design and the acquisition of right-of-way. The Federal funding pays for 100% of the cost of the project. This project is included in the 2018-2019 Capital Budget.

Attached for City Council consideration is a Resolution approving Supplemental Agreement #1.

RESOLUTION

Page 1 of 2

Authorizing Supplemental #1 Agreement
With New York State Department of
Transportation (NYS DOT), Final Design &
ROW Phases of Pedestrian Signal
Improvement Project, PIN: 70PS02

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C.P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS a Project for the City of Watertown Pedestrian Signal Improvement Project, PIN 70PS02 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ration of 100% Federal funds and 0% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Pedestrian Signal Improvement Project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown duly convened does hereby approve the above-subject project, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City of Watertown to pay in the first instance 100% of the federal and non-federal share of the cost of Final Design and ROW Incidentals and Acquisition work for the Project or portions thereof, and

BE IT FUTHER RESOLVED that the sum of \$198,000 is hereby appropriated from the 2018-19 Capital Budget and made available to cover the cost of participation in the above phases of the Project, and

BE IT FURTHER RESOLVED that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of Watertown shall convene as soon as possible to appropriate said amount immediately upon notification by the New York Department of Transportation thereof, and

RESOLUTION

Page 2 of 2

Authorizing Supplemental #1 Agreement
With New York State Department of
Transportation (NYS DOT), Final Design &
ROW Phases of Pedestrian Signal
Improvement Project, PIN: 70PS02

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C.P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the City Manager of the City of Watertown be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement request for Federal Aid and/or Marchiselli Aid on behalf of the City of Watertown with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

Seconded by

FISCAL YEAR 2018-2019
 CAPITAL BUDGET
 INFRASTRUCTURE
 SIDEWALKS

PROJECT DESCRIPTION	COST
<p>Pedestrian Safety Action Plan (PSAP) Improvements</p> <p>Construction of handicap ramps and traffic signal improvements for pedestrians at multiple intersections, as well as systematic crosswalk improvements. Projects are eligible for 100% reimbursement through the NYS PSAP program should the City's application be accepted and approved. Construction must be completed no later than December 31, 2021.</p> 	<p>\$2,200,000</p>
<p>Funding to be provided by New York State's Pedestrian Safety Action Plan program at 100%.</p>	
TOTAL	\$2,200,000



MEMORANDUM

June 2, 2020

Mr. Kenneth Mix, City Manager
Watertown City Hall
245 Washington Street, Room 302
Watertown, NY 13601

RE: PIN 70PS02 – SUPPLEMENTAL AGREEMENT #1
CONTRACT #: D036015
PROJECT: City of Watertown Pedestrian Signal Improvement Project
PHASE: Final Design and ROW Inc. & Acq.
MUNICIPALITY: City of Watertown

Dear Mr. Mix:

Attached is Supplemental Agreement #1 which is required to add the Final Design and ROW Incidental and Acquisition Phase funding.

Enclosed are two (2) complete copies of the Supplemental Agreement, titled: **Supplemental Agreement No. 1 to D036015**. Each text package contains the following:

- Schedule "A" (**Design and ROW Phases**)
- Schedule B
- Appendix A
- Sample Resolution

Also enclosed are seven (7) additional copies of the Signature Sheet (page 2).

To complete the Enclosed Agreement

The City completes the agreement by:

1. Sign and date all copies of the Signature Sheet (**page 2**) and have notarized the affirmation statement on the same page.
2. A Resolution authorizing 100% first instance payment of the Final Design and ROW Phase costs must be enacted by the City and contain the Municipal Seal. Either embossed or foil self-adhesive seals are acceptable. Signatures on all

Mr. Kenneth Mix, City Manager
Page 2
June 1, 2020

copies of both the Signature Page and the Resolution should be in original ball point pen (*Blue Ink*).

The Signature Sheet (page 2) requires the signature of the local official authorized to act on the City's behalf, and the signature of the City Attorney, each at the place indicated. The Acknowledgment Statement on Page 2 requires a Notary's signature and stamp affixed as indicated.

Return to my office:

1. One signed complete agreement.
2. Seven (7) signed signature sheets.
3. Eight (8) copies of the resolution.

Questions concerning this project should be addressed to Barbara R. Cadwell, Regional Local Program Liaison at 315-785-2499.

Sincerely,



For Scott A. Docteur, P.E.
Director, Regional Planning & Program Mgmt.

Copy with Attachment:

Mr. Michael Delaney, City Engineer, City of Watertown
Mr. James E. Mills, City Comptroller, City of Watertown
Kristopher H. Reff, Acting Program & Project Management Supervisor (Center File)
Barbara R. Cadwell, Regional Local Program Liaison

Sponsor: City of Watertown
PIN: 70PS02 BIN: N/A
Comptroller's Contract No. D036015
Supplemental Agreement No. 1
Date Prepared: 6/2/20 By: BRC
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D036015 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

City of Watertown (the Sponsor)
Acting by and through the the City Council
with its office at the Municipal Building, 245 Washington St., Watertown, NY 13601.

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase 221 which covers eligible costs incurred on/after 1/21/2020
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (insert text below):

Sponsor: City of Watertown
PIN: 70PS02 BIN: N/A
Comptroller's Contract No. D036015
Supplemental Agreement No. 1
Date Prepared: 6/2/20 By: BRC
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF Jefferson

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 resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

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.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law ' 112

SCHEDULE A

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 70PS.02**

OSC Municipal Contract #: D036015	Contract Start Date: <u>9/4/2018</u> <small>(mm/dd/yyyy)</small>	Contract End Date: <u>6/20/2022</u> <small>(mm/dd/yyyy)</small> <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
---	---	---

Purpose: Original Standard Agreement Supplemental Schedule A No. 1

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): City of Watertown
 State Administered Other Municipality/Sponsor (if applicable):

State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: HWY SIGNALS **County** (If different from Municipality): Jefferson

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):

Project Description: City of Watertown Pedestrian Signal Improvement Project

Marchiselli Allocations Approved FOR ALL PHASES All totals will calculate automatically.

<small>Check box to indicate change from last Schedule A</small>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including <u>Non-allocated</u> MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.						
Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
70PS.02.121	Current	HSIP	\$80,000.00	\$80,000.00	\$0.00	\$0.00
	Old	HSIP	\$48,000.00	\$48,000.00	\$0.00	\$0.00
70PS.02.221	Current	HSIP	\$118,000.00	\$118,000.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$198,000.00	\$198,000.00	\$ 0.00	\$ 0.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$198,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$198,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Barbara R. Cadwell</u> Phone No: <u>315-785-2499</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See [LPB's website](#) for link to sample footnotes)

- D036015; PIN 70PS02 City of Watertown Pedestrian Signal Improvement Project.
- 100% Federally funded by Highway Safety Improvement Program (HSIP) funds- up to the awarded amount
- This Supplemental #1 adds Final Design and ROW Inc & Acq. funds.
-
-
-
-
-
-
-
-

SCHEDULE B

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase – Not Applicable

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*Sponsor has lead responsibility

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*Sponsor has lead responsibility

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*Sponsor has lead responsibility

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*Sponsor has lead responsibility

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|---------------------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input checked="" type="checkbox"/> * | <input checked="" type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

*Sponsor has lead responsibility

APPENDIX A

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

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, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (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 \$25,000, 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 § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

7. NON-COLLUSIVE BIDDING 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 (2 NYCRR § 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 clause. 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 Department of Economic Development's Division 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 Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

RESOLUTIONS

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the _____, P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of _____% Federal funds and _____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____.

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.

Res No. 9

July 15, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing Supplement #1 Agreement with Fisher Associates for ROW
Incidentals and Acquisition for the Pedestrian Signal Improvement
Project NYSDOT PIN: 70PS02

On November 5, 2018 the City Council approved a Professional Services Agreement with Fisher Associates for design services for the Pedestrian Signal Improvement Project in the amount of \$80,000.

Additional ROW is needed on several street corners. To provide the necessary services for this, Fisher Associates has submitted Supplement #1 to their agreement in the amount of \$135,000.

The Federal government will provide 100% of the funding for this work through the contract with NYSDOT considered by the Council earlier in this agenda.

A Resolution is attached for City Council consideration, approving Supplement #1 to the Agreement with Fisher Associates. This resolution should only be approved if Resolution No. 8 was approved.

RESOLUTION

Page 1 of 1

Authorizing Professional Services Supplemental #1 Agreement for Services for ROW Incidentals and Acquisition for the Pedestrian Signal Improvement Project, PIN 70PS02, Fisher Associates

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

Introduced by

WHEREAS a Project for the City of Watertown Pedestrian Signal Improvement Project, PIN 70PS02 (the "Project") is eligible for funding under Title 12 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ration of 100% Federal funds and 0% non-federal funds, and

WHEREAS in support of this project, the City Engineering Department has received a supplement to the professional services agreement with Fisher Associates for ROW incidental and acquisition services for the Pedestrian Signal Improvement Project, PIN 70PS02 in the amount of \$135,000.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Supplement #1 to the Agreement between the City of Watertown and Fisher Associates, a copy of which is attached and made a part of this resolution, and

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

Seconded by

**Consultant Agreement
for
Pedestrian Signal Improvement Project**

PIN 70PS02

Between

City of Watertown

and



May 4, 2020

**Architectural/Engineering
Consultant Contract**

PIN 70PS02 Sponsor Contract No. _____

Agreement made this ____ day of _____, _____ by and between

City of Watertown

(municipal corporation)

having its principal office at 245 Washington Street, in the City of Watertown, NY, (to be known throughout this document as the "**Sponsor**")

and

Fisher Associates, P.E., L.S., L.A., D.P.C.,

with its office at 180 Charlotte Street, Rochester, NY 14607 (to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation (NYSDOT) identified for the purposes of this contract as the **Watertown Pedestrian Signal Improvement Project** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration (FHWA), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **City Manager** is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

Agreement Form – This document titled "Architectural/Engineering Consultant Contract";

Attachment "A" – Project Description and Funding;

Attachment "B" – Scope of Services;

Attachment "C" – as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in

Architectural/Engineering Consultant Contract

accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Architectural/Engineering Consultant Contract

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	<ul style="list-style-type: none"> • Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. • The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. • If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance. 	<ul style="list-style-type: none"> • Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. • Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. • Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. 	<ul style="list-style-type: none"> • The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. • Bills are subject to approval of the Sponsor and Sponsor's Representative.
ITEM II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

Architectural/Engineering Consultant Contract

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM IV	<ul style="list-style-type: none"> • Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT, and FHWA. • For the purpose of this Contract, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges lade, under Item IA of this subdivision to determine the charge to be made under this Item. 	<ul style="list-style-type: none"> • The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 169%, in all events not to exceed 169%, subject to audit. 	
ITEM V	<ul style="list-style-type: none"> • Negotiated Lump Sum Fixed Fee. • Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. 	<ul style="list-style-type: none"> • A negotiated Lump Sum Fee which in this CONTRACT shall equal \$8,000 for Design Services. 	
ITEM VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be \$101,000.	

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

c. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

A Records of Direct Non-Salary Costs;

B Copies of any subcontracts relating to said contract;

C Location where records may be examined; and

D Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required, from the Federal Highway Administration.

- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this Contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or its duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Municipality.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 20.1 PROMPT PAYMENT

While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment for all public works contract. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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 CONSULTANT shall not discriminate against any employee, applicant for employment because of any race, creed, color, sex, national origin, age, disability 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 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, CONSULTANT agrees that neither it nor its SUBCONSULTANTS 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. CONSULTANT 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.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.58

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECT's ROW incidental work or construction engineering; or
- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

This does not preclude the CONSULTANT from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation which is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE 28. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 Sponsor and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30, DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 31. MISCELLANEOUS

31.1 Executory Contract. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor	Consultant
by: _____	by: _____
Date:	Date:

MUNICIPALITY:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2019 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

CONSULTANT:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2019 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Consultant.

Notary Public, _____ County, N.Y.

ATTACHMENT A

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 70PS02

Term of Agreement Ends: December 2020

BIN:

Main Agreement Amendment to Contract [add identifying #] Supplement to Contract #1
[add identifying #]

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition
 Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date:

Finish Date:

PROJECT DESCRIPTION:

Pedestrian safety improvements will be made to the six high volume intersections. These improvements will include Americans with Disabilities Act compliant pedestrian curb ramps, new pedestrian push buttons and pedestrian signal poles with up to date pedestrian signal heads to improve the safety of pedestrians using these intersections.

Project Location:

City of Watertown

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$135,000

ATTACHMENT B

Watertown Pedestrian Signal Improvement Project

City of Watertown

NYSDOT PIN: 70PS02

**Scope of Services
Supplemental #1**

May 4, 2020

Section 1 - General

1.01 Project Description and Location

Project Name: Watertown Pedestrian Signal Improvement Project

PIN: 70PS02

Project Description/Limits: Pedestrian safety improvements will be made to the six high volume intersections listed below. These improvements will include Americans with Disabilities Act compliant pedestrian curb ramps, new pedestrian push buttons and pedestrian signal poles with up to date pedestrian signal heads.

- Arsenal Street at Sherman Street
- Coffeen Street at Gaffney Drive
- Mill Street at East/West Main Street
- Washington Street at Clinton/Sterling Street
- Washington Street at Academy/Mullin Street
- Washington Street at Brook Drive/Watertown High School

Sponsor: City of Watertown

City, Town, County(ies): City of Watertown, Jefferson County

The anticipated start day of preliminary design: November 2018

The anticipated letting date: Winter 2020

The anticipated construction completed date: December 2021

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Justin Wood, who can be reached at (315) 785-7740 or mdelaney@watertown-ny.gov.

All correspondence to the **Sponsor** should be addressed to:

Michael Delaney
City Engineer
City of Watertown
City Hall, Suite 305
245 Washington Street
Watertown, NY 13601

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

- Section 1 General
- ~~Section 2 Data Collection & Analysis~~
- ~~Section 3 Preliminary Design~~
- ~~Section 4 Environmental~~
- Section 5 Right-of-Way
- ~~Section 6 Detailed Design~~
- ~~Section 7 Advertising, Bid Opening and Award~~
- ~~Section 8 Construction Support~~
- ~~Section 9 Construction Inspection~~
- Section 10 Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1 and 5.

1.05 Project Familiarization

Not in supplemental agreement.

1.06 Meetings

Not in supplemental agreement.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the *NYS DOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual* including the latest updates.

- If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*"

Section 2 – Data Collection & Analysis

No work to be done under Supplemental Agreement.

Section 3 - Preliminary Design

No work to be done under Supplemental Agreement.

Section 4 – Environmental

No work to be done under Supplemental Agreement.

Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search

RIGHT OF WAY INCIDENTALS

The Municipality will request right of way incidental phase authorization from the New York State Department of Transportation. The request will be made when the Municipality determines that property acquisitions are likely to occur or when it requests Preliminary Engineering phase authorization.

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition process.

5.011 Review and Analysis of Right of Way Requirements

The Consultant will undertake an on-going review and analysis of right of way requirements for the project.

The review may include:

- Preliminary engineering design
- Preliminary right of way plans and acquisition maps
- County Tax Maps
- Municipal Zoning Regulations and Maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size of the acquisition
- Potential impacts to improvements

The Consultant will determine the current owner of the affected properties by reviewing public information records at the county tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the county clerk's office.

5.012 Title Research

5.0121 For the acquisition of temporary easements, the Consultant will determine property title ownership through county tax assessment records and will verify the ownership through examination of the last deed of record.

5.0122 For the acquisition of real property rights estimated at \$10,000 or less, the Consultant will perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner or owners of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.0123 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant will perform a Twenty-Year Title Search. The Twenty-Year Search will start with a deed that conveys complete and indefeasible title, which has been executed and of record at least twenty years prior to the search date. The Twenty-Year Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.0124 For the acquisition of real property rights estimated at greater than \$40,000, the Consultant will prepare a Title Abstract. The Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the date of the search.

5.013 Title Review and Certification

The Consultant will subcontract with a qualified, NYS licensed attorney to issue Certificate of Title on all fee property acquisitions and obtain title insurance as required. The Consultant will submit the Title Certifications to the Municipality.

5.0131 For the acquisition of real property rights estimated at \$10,000 or less, the Consultant's Attorney will review the Last Owner Title Search and issue a Limited Last Owner Title Certification.

5.0132 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant's Attorney will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.

5.0133 For the acquisition of real property rights estimated at greater than \$40,000, the Consultant's Attorney will review the Abstract and issue a Title Certification.

5.0134 The Municipality will acknowledge the receipt of each Title Certification and provide the Consultant, on a per parcel basis, a list of the property owners and other compensable property interests. The Municipality will respond in writing within ten (10) days of receipt of each Title Certification.

5.02 Right of Way Survey and Mapping

All ROW survey and mapping work shall conform to the *ROW Mapping Procedure Manual*, the *Surveying Standards & Procedures Manual*, the *Highway Design Manual*, and the specific requirements of the jurisdictional NYSDOT Regional Office.

All final graphical deliverables described in this section shall be provided both on paper/mylar media and digitally in the format conforming to the requirements in Chapter 20 of the *Highway Design Manual*. Electronic files containing lists of all final coordinates for ROW parcels shall also be provided to the State as outlined in Chapter 20 of the *Highway Design Manual*.

A. ROW Survey and Analysis

Record Research and Analysis

The Consultant shall conduct the necessary record searches to determine all property or highway (ROW) rights or interests which affect the project's highway(s), [See Chapters 2 & 4 of the *ROW Mapping Procedure Manual*.] This research may also identify additional boundary information which may need to be located in the field.

The Consultant shall review all the available ROW survey information for accuracy and completeness, and inform the State of additional field survey required to accomplish ROW Mapping. The State shall review and determine the survey needed and authorize the Consultant to proceed.

ROW Field Survey and Mapping

When authorized, the Consultant shall perform the ROW field survey. The Consultant shall add this information to the project mapping.

B. Preliminary ROW Mapping

Highway Boundary Determination and Mapping

The Consultant shall determine the existing highway boundary and adjacent property lines for the project's highway(s), [See Chapter 4 of the *ROW Mapping Procedure Manual*]. This information shall be incorporated into the project mapping.

Abstract Request Map

The Consultant shall prepare and submit to the State a 20 scale Abstract Request Map [see Chapter 3 of the *ROW Mapping Procedure Manual*], showing all properties affected by the viable design alternatives, and shall revise it as necessary in response to the State's review.

Taking Line Review (Preliminary Acquisition Plan)

The Consultant shall determine the limits and types (e.g. FEE/WOA, FEE, PE, TE) of proposed acquisitions, in conformance with guidance provided in Section 5.5 of the *Highway Design Manual*.

The Consultant shall prepare materials (Preliminary Acquisition Plan) and participate in Taking Line Review Meeting(s) as described in Section 5.5 of the *Highway Design Manual*. Proposed ROW lines shall be revised in response to the State’s review. Temporary Easements shall not be combined with Fee or Permanent Easement acquisitions.

C. Detailed ROW Mapping

Final ROW Lines and Acquisitions (Acquisition Plan)

The Consultant shall incorporate all final ROW lines and acquisitions into the project mapping, as required in Section 5.5 of the *Highway Design Manual*. The map and parcel numbers shall be shown. A “Table of Right of Way Acquisitions” and other applicable Miscellaneous ROW Tables (see Chapter 21 of the *Highway Design Manual*) shall be prepared and submitted to the State. Temporary Easements shall not be combined with Fee or Permanent Easement acquisitions.

Right of Way Maps

The Consultant shall prepare and submit to the State the following ROW Maps [See Chapters 5, 7 & 8 of the *ROW Mapping Procedure Manual*], and shall revise them as necessary in response to the State’s review:

- Fee Maps
- Temporary Easement (TE) Maps
- Permanent Easement (PE) Maps
- Abandonment Maps
- Transfer of Jurisdiction (T) Maps
- Conveyance (C) Maps
- Deed (D) Maps

Notes:

1. All ROW Maps shall conform to the CADD requirements in Chapter 20 of the *Highway Design Manual*.
2. Temporary Easements shall not be combined with Fee or Permanent Easement acquisitions.

Highway Boundary Plan

The Consultant shall prepare and submit to the State the Highway Boundary Plan [see Chapter 6 of the *ROW Mapping Procedure Manual*], and shall revise it as necessary in response to the State’s review or to reflect all ROW acquisition changes.

5.03 Right of Way Mapping

The Consultant will review acquisition maps prepared by others.

5.04 INTENTIONALLY LEFT BLANK

5.05 Right of Way Cost Estimates

The Consultant will provide cost estimates for the right of way to be acquired by the Municipality on all alternatives being considered and will provide updated estimates, as necessary.

5.06 Public Hearings/Meetings

No services required.

5.07 Property Appraisals

For each parcel requiring the acquisition of property rights, the Consultant will conduct a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition.

The Consultant will contact the owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.071 Preliminary Property Owner Interview

The Consultant will conduct 1 preliminary interview with each property owner(s) or the property owner's designated representative. Other than absentee property owners, a reasonable attempt will be made to conduct the preliminary contact on a face-to-face basis. Absentee property owners and those local property owners not able to be interviewed face-to-face may be contacted via telephone and certified mail. The purpose of preliminary contact includes:

- Delivery of notices of intent to acquire, if necessary

- Delivery of right of way acquisition brochures
- Explanation of right of way and construction plans
- Informing of right to accompany appraiser
- Determining the need for additional action regarding right of way boundaries, errors and omissions in plans and/or other documents
- Prepare Physical Inspection Report

5.072 Real Property Appraisal Reports

The Consultant will subcontract the services of an appraiser to complete real property appraisals and appraisal reports required for each parcel or ownership indicated on the Right of Way Plan.

The Consultant will insure that all real property appraisals and real property appraisal reports are prepared by qualified appraisers who are, as defined by the New York State Department of State, Certified General Real Estate Appraisers.

The Consultant will insure that all real property appraisals and real estate appraisal reports conform to the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

The Uniform Standards of Professional Appraisal Practice contains a Certification of Appraiser. In addition, the Consultant must certify to the following:

"The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection"

"Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

The Consultant will provide 1 original bound real property appraisal report with photo copies of photos for each acquisition.

5.0721 For uncomplicated acquisitions of real property rights valued at less than \$50,000, the Consultant will prepare a Limited Appraisal Report (LAR). The LAR will consist of a limited appraisal with a restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal.

5.0722 For acquisitions of entire real property interests, the Consultant will prepare a Full Take Appraisal Report. The Full Take Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal

Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

- 5.0723 For partial acquisition of real property rights valued at \$50,000 or more with no indirect damages to improvements, the Consultant will prepare a Before and After (land only) Appraisal Report. The land only Before and After Appraisal Report will consist of a limited appraisal with a summary or restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0724 For partial acquisition of real property rights valued at \$50,000 or more with indirect damages to improvements, the Consultant will prepare a Before and After Appraisal Report. The Before and After Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0725 For acquisitions of real property rights valued over \$300,000, the Consultant will prepare two independent appraisal reports. The appraisal report will consist of a complete appraisal with summary appraisal reports as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.08 Appraisal Review

The Consultant will perform a separate review of each appraisal. The Consultant will insure that all real property appraisal reviews are performed by a qualified appraiser who is, as defined by the New York State Department of State, Certified General Real Estate Appraisers. The appraisal review will be completed in conformance with the Uniform Standards of Professional Appraisal Practice, Standard 3, Real Property Appraisal Review, Development, and Reporting.

The Consultant will review the appraisal reports for compliance with state and federal standards. The Consultant will take corrective actions. The review appraiser will:

- Identify and make corrections to mathematical calculations and typographical errors, if necessary
- Assure real property appraisal development and reporting are in accordance with the appraisal subcontract
- Assure real property appraisal development and reporting are complete and meet the Uniform Standards of Professional Appraisal Practice standards
- State the basis for the fair market value conclusion and provide breakdowns adequate for New York State Department of Transportation audit, Federal Highway Administration eligibility review, and for negotiation purposes.

The Consultant will provide the Municipality with the highest approved appraised amount for each property rights acquisition.

5.09 Negotiations and Acquisition of Property

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition procedures.

5.091 Just Compensation

The Municipality will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the Municipality's highest approved appraisal. Because time is of the essence, the Municipality will provide the just compensation amounts in writing to the Consultant within 10 days of its receipt of the preliminary appraisal reviews from the Consultant.

5.092 Written Offer

The Consultant will prepare a written offer for each acquisition of real property. The amount of the offer will be the amount established by the Municipality as just compensation. The written offer will include the following:

- A statement of the just compensation amount
- Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired)
- A summary statement, which will include:
 - the basis for the just compensation amount
 - a description and location identification of the real property
 - the interest in the real property being acquired
 - where appropriate, the statement will identify any separately held ownership interest in the property (i.e. tenant-owned improvement) and indicate that the interest is not covered by the offer
- Additional information the Consultant and/or the Municipality deems appropriate or required

5.093 Deliver Offer

The Consultant will deliver the written offer, plats, unsigned agreements and releases to the appropriate property owners or his/her designated representative.

The Consultant will meet with the appropriate property owners or his/her designated representative to explain the written offer, plats and unsigned agreements. The Consultant will conduct additional negotiation sessions with the appropriate property owners or his/her designated representative in an attempt to negotiate a settlement.

The Consultant will make all reasonable efforts to contact personally each property owner(s) or designated representative. Absentee and unsuccessful personal contacts may be made by certified mail.

The Consultant will maintain a detailed diary of each substantial contact with property owner(s). The diary will be signed and dated by the person responsible for the contact. The diary entries will be on a parcel by parcel basis:

- Substantial contacts
- Efforts to achieve amicable settlements
- Responsiveness to owners' counter proposals
- Suggestions for changes in plans

The records should include the principal activities undertaken by the agent, such as:

- parties contacted
- date and location of contact
- offers made [dollar amounts]
- counteroffers received
- property owner's comments
- reason(s) settlement could not be reached

5.094 Purchase Agreements

The Consultant will submit real property acquisition documents to the Municipality for recommended action on settlements:

- Approval of negotiated settlements
- Action on proposed administrative settlements
- Referral to the Municipality attorney for initiation of eminent domain proceedings

Because time is of the essence, the Municipality will provide a written response to the Consultant within 10 days of its receipt of the acquisition documents from the Consultant.

5.095 Revisions to Just Compensation

The Consultant will consider any presentations made by the property owner which might affect the value of the property. The Consultant may make recommendations to the Municipality to adjust the written offer. The Municipality may revise the just compensation based on the information provided by the property owner.

The Consultant will document the justification for revising the just compensation.

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.096 Administrative Settlements

The Consultant and/or the Municipality may recommend administrative settlements. Administrative settlements are settlements in excess of the Municipality's just compensation determination.

The Municipality will have final approval to authorize administrative settlements.

The Consultant will provide the written justification for the Administrative Settlement. The written justification will include all information necessary to support the settlement; such as:

- The approved offer of just compensation
- A summary of the acquisition agent's record of negotiations
- Reference to all appraisal reports (including the owner's appraisal report)
- Recent court awards and their relationship to the proposed administrative settlement
- A discussion of diverse valuation issues (i.e. probable range of testimony as to fair market value by both parties)
- The trial cost estimate
- The opinion of legal counsel
- The identification of the responsible agency official who has the authority to approve administrative settlements
- The recommendation and signatures of all individuals proposing the settlement

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.097 Transfer of Title

The Municipality will not require any property owner to surrender possession of real property before the Municipality pays the agreed purchase price.

5.0971 The Consultant will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the Consultant will clear only the possessory interest. For real property valued at greater than \$10,000, the Consultant will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.

5.0972 The Consultant will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The Municipality will pay all tax prorations over \$25.00.

5.0973 The Consultant will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.

5.0974 The Consultant will deliver the title instrument(s) to the title attorney subcontracted by the Consultant for review and approval.

5.0975 The Consultant will schedule and hold the closing. Because time is of the essence, the Municipality will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the Municipality, or the Consultant. The Municipality will pay appropriate reimbursable expenses to the property owner(s) and/or the Consultant.

5.0976 The Consultant will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right of Way Certification

The Consultant will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The Municipality will sign the Right of Way Certificate.

5.10 Relocation Assistance

No services required.

5.11 Property Management

No services required.

Section 6 - Detailed Design

No work to be done under Supplemental Agreement.

Section 7 - Advertisement, Bid Opening and Award

No work to be done under Supplemental Agreement.

Section 8 - Construction Support

No work to be done under Supplemental Agreement.

Section 9 - Construction Inspection

No work to be done under Supplemental Agreement.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

Section 1

1.07 Estimate **9** cost and progress reporting periods will occur during the life of this agreement

Section 5

5.011 Estimate **1** meeting(s) with the Municipality.

5.0121 Estimate **0** temporary easement title search

5.0122 Estimate **19** last owner title searches

5.0123 Estimate **0** 20 year title searches

5.0124 Estimate **0** full abstracts.

5.0131 Estimate **19** last owner title certifications.

5.0132 Estimate **0** 20 year title certifications.

5.0133 Estimate **0** full abstract certifications.

5.03 Estimate **19** acquisition map reviews.

5.05 Estimate **2** right of way cost estimate(s).

5.061 Estimate **0** Informational Meetings

5.062 Estimate **0** EDPL Public Hearings

5.071 Estimate **16** Preliminary Property Owner Interviews.

5.0721 Estimate **17** Limited Appraisal Reports.

5.0722 Estimate **0** Full Take Appraisal Reports.

5.0723 Estimate **0** Before & After (land only) Appraisal Reports.

5.0724 Estimate **0** Before & After Appraisal Reports.

5.0725 Estimate **0** properties requiring two independent appraisal reports.

- 5.08 Estimate **17** appraisal reviews.
- 5.09 Estimate **1** meetings with the Municipality.
- 5.092 Estimate **17** offer packages.
- 5.093 Estimate **3** negotiation contacts per property owner.
- 5.095 Estimate **2** revisions to Just Compensation
- 5.096 Estimate **0** Administrative Settlements.
- 5.0971 Estimate **0** partial release(s) of mortgage.
Estimate **0** Lien subordination agreements.
Estimate **0** Lien satisfactions.
Estimate **3** miscellaneous title curative issues.
- 5.0972 Estimate **17** property tax proration calculations.
- 5.0973 Estimate **17** closing packages.
- 5.098 Estimate **1** right of way certificates.

10.02 Technical Assumptions

Design Survey

1. MPT traffic control will not be required for survey work.
2. GPS methods and equipment will be used to establish horizontal control.
3. Design mapping will be provided in English Units and .dgn (MicroStation) electronic format only, with InRoads DTM.
4. Base mapping will be 1" = 20' scale mapping (22" x 34") using the US survey foot and the contour interval will be 1 foot.
5. NYSDOT feature codes will be used.

Right of Way

1. Assume 19 properties with 17 separate and distinct owners will be impacted by the project.
2. Assume 2 of the properties are owned by the City of Watertown and will require last owner title searches and map reviews only.
3. Assume all acquisition will be valued less than or equal to \$10,000 each.
4. Assume acquisition maps will be provided by others.

ATTACHMENT C

Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC
 PIN
 City of Watertown Pedestrian Safety Action Plan
 Jefferson County, New York
 Date: April 29, 2020

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES			MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT Apr-20	PROJECTED Apr-21	2020	2021	2022		
Project Manager	VII (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A	
Project Engineer/Architect	VI (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A	
Design Engineer/Architect	IV (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	C	
Project Licensed Surveyor	VI (A)	\$61.90	\$63.76	\$61.90	\$63.76	\$65.67	A	
Licensed Surveyor	IV (N)	\$33.99	\$35.01	\$33.99	\$35.01	\$36.06	C	
Senior Cad Operator	III (N)	\$25.75	\$26.52	\$25.75	\$26.52	\$27.32	C	
Survey Tech	III (N)	\$30.90	\$31.83	\$30.90	\$31.83	\$32.78	C	
Party Chief (Office)	III (N)	\$26.78	\$27.58	\$26.78	\$27.58	\$28.41	C	
Instrument Person (Office)	II (N)	\$24.87	\$25.62	\$24.87	\$25.62	\$26.38	C	
Rod Person (Office)	I (N)	\$20.60	\$21.22	\$20.60	\$21.22	\$21.85	C	
Party Chief (Field)	III (N)	\$26.78	\$27.58	\$26.78	\$27.58	\$28.41	C	
Instrument Person (Field)	II (N)	\$24.87	\$25.62	\$24.87	\$25.62	\$26.38	C	
Rod Person (Field)	I (N)	\$20.60	\$21.22	\$20.60	\$21.22	\$21.85	C	

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY:

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$42.86	\$44.15	\$26.78	\$17.37	\$2.33	\$19.70
Instrument Person	II (N)	\$39.37	\$40.55	\$24.87	\$15.68	\$2.10	\$17.78
Rod Person	I (N)	\$29.14	\$30.01	\$20.60	\$9.41	\$1.26	\$10.67

Supplemental Benefits (also considered direct costs)

The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$25.60	\$3.61	\$21.99	\$0.00	\$2.95	\$24.94
Instrument Person	II (N)	\$25.60	\$3.45	\$22.15	\$0.00	\$2.97	\$25.12
Rod Person	I (N)	\$25.60	\$1.31	\$24.29	\$0.00	\$3.25	\$27.54

Exhibit A, Page 2
Staffing Table

Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC
 PIN
 City of Watertown Pedestrian Safety Action Plan
 Jefferson County, New York
 Date: April 29, 2020

JOB TITLE	ASCE (A) OR NICET (N) GRADE	T A S K S									Total Hours	PRESENT HOURLY RATE	DIRECT TECHNICAL LABOR
		Sect. 1	Sect. 2	Sect. 3	Sect. 4	Sect. 5	Sect. 6	Sect. 7	Sect. 8	Sect. 9			
Project Manager	VII (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Project Engineer/Architect	VI (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Design Engineer/Architect	IV (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Project Licensed Surveyor	VI (A)	0	0	0	0	19	0	0	0	0	19	\$ 61.90	\$ 1,176.10
Licensed Surveyor	IV (N)	0	0	0	0	38	0	0	0	0	38	\$ 33.99	\$ 1,291.62
Senior Cad Operator	III (N)	0	0	0	0	133	0	0	0	0	133	\$ 25.75	\$ 3,424.75
Survey Tech	III (N)	0	0	0	0	0	0	0	0	0	0	\$ 30.90	\$ -
Party Chief (Office)	III (N)	0	0	0	0	0	0	0	0	0	0	\$ 26.78	\$ -
Instrument Person (Office)	II (N)	0	0	0	0	0	0	0	0	0	0	\$ 24.87	\$ -
Rod Person (Office)	I (N)	0	0	0	0	0	0	0	0	0	0	\$ 20.60	\$ -
Party Chief (Field)	III (N)	0	0	0	0	0	0	0	0	0	0	\$ 26.78	\$ -
Instrument Person (Field)	II (N)	0	0	0	0	0	0	0	0	0	0	\$ 24.87	\$ -
Rod Person (Field)	I (N)	0	0	0	0	0	0	0	0	0	0	\$ 20.60	\$ -
TOTAL		0	0	0	0	190	0	0	0	0	190		\$ 5,892.47

Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC
 PIN
 City of Watertown Pedestrian Safety Action Plan
 Jefferson County, New York
 Date: April 29, 2020

EXPENDABLE COSTS

1. Travel, Lodging and Subsistence

<i>Survey Vehicle</i>							
	<u>Trips to</u>	<u>trips</u>	<u>miles per trip</u>				
	Site (From Watertown)	0	4 miles/trip	0			
	Site (Supplemental)	0	4 miles/trip	0			
			Total Mileage-Survey Vehicle	0	@	\$ 0.535	\$ -
<i>Survey Vehicle</i>							
	<u>Trips to</u>	<u>trips</u>	<u>miles per trip</u>				
	County Clerk	0	4 miles/trip	0			
	Site	0	0 miles/trip	0			
			Total Mileage-Survey Van	0	@	\$ 0.535	\$ -
	Per Diem - (First and Last Day)	0 days @	\$ 38.25 /day				\$ -
	Per Diem - (Full Day)	0 days @	\$ 51.00 /day				\$ -
	Lodging -	0 nights @	\$ 91.00 /night				\$ -
	Tolls -	0 trips @	\$ - /trip				\$ -
	Boat Rental -	0 days @	\$ 100.00 /day				\$ -
			TOTAL TRAVEL, LODGING, & SUBSISTENCE				\$ -

2. Survey Personnel Costs

<i>Prevailing Wage Differential</i>							
			Hours	@	Rate		
	Party Chief	III (N)	0		\$ 19.70	\$ -	
	Instrument Person	II (N)	0		\$ 17.78	\$ -	
	Rod Person	I (N)	0		\$ 10.67	\$ -	
			SUBTOTAL Wage Differential				\$ -
<i>Supplemental Benefits</i>							
			Hours	@	Rate		
	Party Chief	III (N)	0		\$ 24.94	\$ -	
	Instrument Person	II (N)	0		\$ 25.12	\$ -	
	Rod Person	I (N)	0		\$ 27.54	\$ -	
			SUBTOTAL Supplemental Benefits				\$ -
			TOTAL SURVEY PERSONNEL COSTS				\$ -

3. Reproduction, Drawings & Report

		<u>sheets/set</u>	<u>sets</u>	<u>cost/sheet</u>		
	B & W Copies (8.5 x 11)	70	0	0.09	\$ -	
	B & W Copies (11 x 17)	20	0	0.18	\$ -	
	Color Print (8.5 x 11)	150	0	0.99	\$ -	
	Color Print (11 x 17)	35	0	1.98	\$ -	
	Blueprints (22x34)	4	0	1.3	\$ -	
	Mylars (22x34)	35	0	10.39	\$ -	
	Vellums (22x34)	35	0	10.13	\$ -	
			TOTAL DRAWING, REPORT, REPRODUCTION			\$ -

4. Project Photos (Prints from Digital)

		prints @	\$0.50 per print		\$ -
--	--	----------	------------------	--	------

5. Mailings

	18 months @	0 mailings/mo.	\$2.50 per mailing	\$ -
	6 months @	0 deliveries/mo.	\$15.00 per mailing	\$ -

6. Analytical Laboratory & Special Environmental Costs

7. County Clerk Deeds and Map Copies

				\$ 25.00
				\$ 25.00

8. Bathymetric Surveying and Mapping Subconsultant for Deep Water Hydro Sections

				\$ -
--	--	--	--	------

TOTAL DIRECT NON - SALARY COST, Items 1-7 - Carry to Exhibit C \$ 25.00

STAFF HOUR ESTIMATE - Project Summary**City of Watertown Pedestrian Safety Action Plan**

Date: April 29, 2020

	PROJ. MNGR.	PROJ. ENGR./ ARCH.	DES. ENGR./ ARCH	PROJ. LIC SURV	LIC SURV.	SR. CADD OPER.	SURV. TECH.	PARTY CHIEF OFFICE	INST./ PERSON OFFICE	ROD PERSON OFFICE	PARTY CHIEF FIELD	INST./ PERSON FIELD	ROD PERSON FIELD	TASK SUB- TOTAL
SECTION 1 - GENERAL SCOPING	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 2 - DATA COLLECTION & ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 3 - PRELIMINARY DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 4 - ENVIRONMENTAL	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 5 - RIGHT-OF-WAY	0	0	0	19	38	133	0	0	0	0	0	0	0	190
SECTION 6 - DETAILED DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 7 - ADVERTISEMENT, BID OPENING & AWARD	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 8 - CONSTRUCTION SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 9 - CONSTRUCTION INSPECTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	0	0	0	19	38	133	0	0	0	0	0	0	0	190

Exhibit C
Summary

Aubertine & Currier, PLLC

PIN

City of Watertown Pedestrian Safety Action Plan

Jefferson County, New

York

Date:

April 29, 2020

Item IA, Direct Technical Salaries (estimated) subject to audit	\$5,892.47
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0.00
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$25.00
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0.00
Item III, Overhead (134.00%) NYSDOT Approved OH Rate	\$7,895.91
Item IV, Profit (Item IA, 50% of Item II, and Item III) 11%	\$1,518.10
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	<u>\$0.00</u>
Total Estimate Cost	<u><u>\$15,331.48</u></u>

**LOCALLY ADMINISTERED PROJECTS TASK LIST
STAFF HOUR ESTIMATE - SECTION 5, RIGHT-OF-WAY
City of Watertown Pedestrian Safety Action Plan**

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR./ ARCH.	DES. ENGR./ ARCH	PROJ. LIC SURV	LIC SURV.	SR. CADD OPER.	SURV. TECH.	PARTY CHIEF OFFICE	INST./ PERSON OFFICE	ROD PERSON OFFICE	PARTY CHIEF FIELD	INST./ PERSON FIELD	ROD PERSON FIELD	TASK SUB-TOTAL
5.00	RIGHT-OF-WAY														
5.01	Abstract Request Map and Title Search														
	Title Searches of Properties														0
	ARM Preparation														0
5.02	Right-of-Way Survey														
	Field Survey & Map Update and Travel														0
5.03	Right-of-Way Mapping														
	Meet with Village														0
	Prepare Acquisition Maps				19	38	133								190
	Prepare Submerged Land Application Map (NOT INCLUDED)														0
	Prepare Map Revisions														0
5.04	Right-of-Way Plan														
	Prepare ROW Plan														0
	Abstract Preparation														0
	Overall ROW Coordination														0
	PART 5 - Right-of-Way	0	0	0	19	38	133	0	0	0	0	0	0	0	190

Exhibit B, Page 1
 Specific Hourly Rate Schedule
 April 28, 2020 (rev0)
 R.K. Hite & Co., Inc.

Project Title: Watertown Pedestrian Signals
PIN: 709PS02
City: Watertown
County: Jefferson

Job Title	Hourly Rates			Overtime Category
	2020	Projected (2021)	Maximum	
Principal	\$140.00	\$144.00	\$144.00	A
Project Manager	\$103.00	\$106.00	\$106.00	A
Appraisal Reviewer	\$97.00	\$100.00	\$100.00	B
Relocation Specialist	\$97.00	\$100.00	\$100.00	B
Field Coordinator	\$75.00	\$77.00	\$77.00	B
Property Rights Specialist	\$70.00	\$72.00	\$72.00	B
Title Specialist	\$68.00	\$70.00	\$70.00	B
Title Examiner	\$70.00	\$72.00	\$72.00	B
Data Manager	\$82.00	\$84.00	\$84.00	B
Data Technician	\$66.00	\$68.00	\$68.00	B
Secretary	\$41.00	\$42.00	\$42.00	B
Title Attorney	\$125.00	\$125.00	\$100.00	A
Appraiser	\$90.00	\$90.00	\$90.00	A
EDPL Attorney	\$250.00	\$250.00	\$250.00	A

NOTE:
 Hourly rates shall not exceed those shown above.

OVERTIME POLICY

Category A: No overtime compensation.
 Category B: Overtime compensated at straight time rate.

STAFFING TABLE

R.K. HITE & CO., INC.

TASK	DESCRIPTION	JOB TITLE									TOTALS
		PROJECT MANAGER	APPRAISAL REVIEWER	PROPERTY RIGHTS SPECIALIST	TITLE SPECIALIST	TITLE REVIEWER	DATA BASE MANAGER	DATA TECHNICIAN	SECRETARY		
GENERAL											
1.05	Project Familiarization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting	4.50	0.00	0.00	0.00	0.00	0.00	0.00	4.50	4.50	13.50
SUBTOTAL		4.50	0.00	0.00	0.00	0.00	0.00	0.00	4.50	4.50	13.50
INCIDENTAL PHASE											
5.01	Abstract Request Map and Title Search	34.25	0.00	24.00	190.00	19.00	0.00	39.00	34.25	340.50	
5.02	Right of Way Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.03	Right of Way Mapping	4.75	0.00	9.50	9.50	0.00	0.00	9.50	9.50	42.75	
5.04	Right of Way Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.05	Right of Way Cost Estimate	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	
5.06	Public Hearings/Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.07	Property Appraisals	8.25	0.00	64.00	0.00	0.00	0.00	24.50	12.25	109.00	
5.08	Appraisal Reviews	4.25	51.00	0.00	0.00	0.00	0.00	8.50	8.50	72.25	
5.10	Relocation Assistance (Incidental Phase)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL		57.50	51.00	97.50	199.50	19.00	0.00	81.50	64.50	570.50	
ACQUISITION PHASE											
5.09	Negotiations & Property Acquisition	53.50	3.00	276.00	68.50	0.00	0.00	113.00	113.00	627.00	
5.10	Relocation Assistance (Acquisition Phase)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL		53.50	3.00	276.00	68.50	0.00	0.00	113.00	113.00	627.00	
TOTAL HOURS		115.50	54.00	373.50	268.00	19.00	0.00	199.00	182.00	1211.00	
PROJECTED HOURLY RATE		\$106.00	\$100.00	\$72.00	\$70.00	\$72.00	\$84.00	\$68.00	\$42.00		
LABOR COST		\$12,243.00	\$5,400.00	\$26,892.00	\$18,760.00	\$1,368.00	\$0.00	\$13,532.00	\$7,644.00	\$85,839.00	

Project Title: Watertown Pedestrian
 Signals
PIN: 709PS02
City: Watertown
County: Jefferson

Direct Non-Salary

R.K. HITE & CO., INC.

TASK	DESCRIPTION					TOTALS
			TITLE ATTORNEY	APPRAISER	Closing/EDPL ATTORNEY	
GENERAL						
1.05	Project Familiarization		0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting		0.00	0.00	0.00	0.00
SUBTOTAL			0.00	0.00	0.00	0.00
INCIDENTAL PHASE						
5.01	Abstract Request Map and Title Search		38.00	0.00	0.00	38.00
5.02	Right of Way Survey		0.00	0.00	0.00	0.00
5.03	Right of Way Mapping		0.00	0.00	0.00	0.00
5.04	Right of Way Plan		0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate		0.00	0.00	0.00	0.00
5.06	Public Hearings/Meetings		0.00	0.00	0.00	0.00
5.07	Property Appraisals		0.00	136.00	0.00	136.00
5.08	Appraisal Reviews		0.00	0.00	0.00	0.00
5.10	Relocation Assistance (Incidental Phase)		0.00	0.00	0.00	0.00
SUBTOTAL			38.00	136.00	0.00	174.00
ACQUISITION PHASE						
5.09	Negotiations & Property Acquisition		10.00	0.00	10.25	20.25
5.10	Relocation Assistance (Acquisition Phase)		0.00	0.00	0.00	0.00
SUBTOTAL			10.00	0.00	10.25	20.25
TOTAL HOURS			48.00	136.00	10.25	194.25
PROJECTED HOURLY RATE			\$125.00	\$90.00	\$250.00	
LABOR COST			\$6,000.00	\$12,240.00	\$2,562.50	\$20,802.50

EXHIBIT B, PAGE 3
 Estimate of Direct Non-Salary Cost
 R.K. Hite & Co., Inc.
 April 28, 2020 (rev0)

Project Title: Watertown Pedestrian Signals
PIN: 709PS02
City: Watertown
County: Jefferson

Travel, Lodging, Subsistence, Fees and Supplies

Per Diem 0 Nights @ \$147.00 /night \$0.00

Trips	Vehicle Type	No. Trips	Mile per Trip	Total Miles		
Incidental Phase						
To Site	Auto	2	160	320		
Local	Auto	9	25	225		
Acquisition Phase						
To Site	Auto	0	160	0		
Local	Auto	51	25	1275		
				1820	@	\$0.575 <u>\$1,046.50</u>

\$1,046.50

Reproduction, Drawings & Reports \$833.50

Telephone \$85.00

Postage & Deliveries \$0.00

Supplies and Miscellaneous \$360.00

Recording Fees \$1,445.00

TOTAL DIRECT NON-SALARY COSTS \$3,770.00

Project Title: Watertown
Pedestrian Signals

EXHIBIT B, PAGE 4
Summary
April 28, 2020 (rev0)
R.K. HITE & CO., INC.

PIN: 709PS02
City: Watertown
County: Jefferson

	<u>221 Incidental</u>	<u>222 Acquisition</u>	<u>TOTAL</u>
ITEM 1A, (estimated - subject to audit)	\$42,285.00	\$43,554.00	\$85,839.00
ITEM 1B (estimated - subject to audit)			
Item II, Direct Non-Salary Cost (estimated - subject to audit)	\$1,223.13	\$2,546.88	\$3,770.00
Item II, Direct Non-Salary Cost (Sub-Contractor Cost) (estimated - subject to audit)			
Item III, Overhead (estimated - subject to audit)			
Item IV, Fixed Fee (negotiated)			
Item II, Direct Non-Salary Cost (Title/Attorney) (estimated -subject to audit)	\$4,750.00	\$1,250.00	\$6,000.00
Item II, Direct Non-Salary Cost (Closing/EDPL Attorney) (estimated -subject to audit)	\$0.00	\$2,562.50	\$2,562.50
Item II, Direct Non-Salary Cost (Appraiser) (estimated -subject to audit)	\$12,240.00	\$0.00	\$12,240.00
	\$60,498.13	\$49,913.38	<u>\$110,411.50</u>

Res No. 10

July 14, 2020

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planning & Community Development Director
Subject: Appointing the Zoning Ordinance Rewrite Project Steering Committee

At the April 20, 2020 meeting, the City Council approved a contract with Elan Planning for the Zoning Ordinance Rewrite Project. Since that time, Elan Planning has begun initial research, has worked with staff to develop a framework for the project and has started to develop a draft use table and definitions.

Before we move any further with the project, however, we need to finalize the establishment of the Zoning Ordinance Rewrite Project Steering Committee. The purpose of the steering committee is to work with our consultant to guide the development of the zoning ordinance recommendations, facilitate communication with the community and stakeholders and build commitment and collaboration throughout the process.

The steering committee members that have been identified by the Mayor and City Council are as follows:

- Council Member – Ryan Henry-Wilkinson
- Planning Board Member – Linda Fields
- Zoning Board of Appeals Member – Samuel Thomas
- Resident/Commercial Property Owner – Hartley Bonisteel-Schweitzer
- Planning Department Staff
 - Michael Lumbis
 - Jennifer Voss
 - Geoffrey Urda
 - Michael DeMarco
- Code Enforcement Staff
 - Carolyn Meunier
 - Dana Aikins

Attached for City Council consideration is a resolution that officially appoints the individuals listed above to the City's Zoning Ordinance Rewrite Committee.

RESOLUTION

Page 1 of 1

Appointing the Zoning Ordinance Rewrite Project Steering Committee

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C. P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is undertaking a rewrite of its outdated Zoning Ordinance which currently dates to 1959, and

WHEREAS the Zoning Ordinance Rewrite Project will make it easier for residents and developers to do work in the City and will be the main tool to implement the City’s recently adopted Comprehensive Plan, and

WHEREAS the City Council seeks to establish a Zoning Ordinance Rewrite Project Steering Committee to work with the City’s consultant on the project, Elan Planning, to help guide the development of the zoning ordinance recommendations, facilitate communication with the community and stakeholders and build commitment and collaboration throughout the process,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby appoints the following individuals to the City’s Zoning Ordinance Rewrite Project Steering Committee:

- Council Member – Ryan Henry-Wilkinson
- Planning Board Member – Linda Fields
- Zoning Board of Appeals Member – Samuel Thomas
- Resident/Commercial Property Owner – Hartley Bonisteel-Schweitzer
- Planning Department Staff
 - Michael Lumbis
 - Jennifer Voss
 - Geoffrey Urda
 - Michael DeMarco
- Code Enforcement Staff
 - Carolyn Meunier
 - Dana Aikins

Seconded by

July 14, 2020

To: The Honorable Mayor and City Council

From: Michael Lumbis, Planning and Community Development Director

Subject: Approving the Grant Agreement with Neighbors of Watertown, Inc. for the 2019 NDC Environmental Stabilization Program

The Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2019, adopted by the City Council on May 20, 2019, included \$40,000 to help stabilize properties that the City has acquired through the tax foreclosure process until a full redevelopment plan is put in place as well as to assist with needed environmental remediation.

A Grant Agreement between the City of Watertown and Neighbors of Watertown, Inc. for the 2019 NDC Environmental Stabilization Program has been drafted and is attached for Council's review. The purpose of this Grant Agreement is to establish a means by which the City and Neighbors can work together to accomplish the stabilization of up to two homes that the City has acquired through the tax foreclosure process and to establish the roles and responsibilities of each organization in order to do so. Stabilization of the buildings will assist with the redevelopment process until a full redevelopment plan can be put into place, and will help to prevent the spread of blight to adjacent properties and areas. The environmental remediation of the homes will facilitate the redevelopment of the properties and surrounding area and subsequently improve and stabilize the neighborhood.

Neighbors of Watertown, Inc. will create work scopes and develop bid specifications for the environmental remediation of the designated properties for the removal or stabilization of asbestos and lead based paint, as the budget allows. In addition they will oversee the bidding process, contract award, and overall project administration for the stabilization projects ensuring compliance with all CDBG regulations.

As reported to the City Council last month, the two properties under consideration for this program are 1101 Bronson Street and 214 East Hoard Street.

The resolution prepared for City Council consideration approves the proposed Grant 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 Neighbors of Watertown, Inc. For the 2019 NDC Environmental Stabilization Program

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

Introduced by

WHEREAS the Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2019, adopted by the City Council on May 20, 2019, included \$40,000 for the NDC Program, and

WHEREAS the funding will be used to help stabilize properties that the City has acquired through the tax foreclosure process until a full redevelopment plan is put in place as well as to assist with needed environmental remediation, and

WHEREAS a Grant Agreement between the City of Watertown and Neighbors of Watertown, Inc. for the 2019 NDC Program has been drafted and is attached for Council’s review, and

WHEREAS the purpose of this Grant Agreement is to establish a means by which the City and Neighbors can work together to accomplish the stabilization of up to two homes that the City has acquired through the tax foreclosure process and to establish the roles and responsibilities of each organization in order to do so,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement between the City of Watertown and Neighbors of Watertown, for the 2019 NDC Environmental Stabilization Program, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, is hereby authorized and directed to sign the Grant Agreement with Neighbors of Watertown, Inc. for the 2019 NDC Environmental Stabilization Program.

Seconded by:

**GRANT AGREEMENT
BETWEEN
CITY OF WATERTOWN, NY
AND
NEIGHBORS OF WATERTOWN, INC.
FOR
NDC ENVIRONMENTAL STABILIZATION PROGRAM**

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Watertown (herein called the “**City**”) and Neighbors of Watertown, Inc. (herein called the “**Neighbors**”).

WHEREAS, the **City** has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; otherwise known as the Community Development Block Grant Program, and

WHEREAS, the **City** wishes to engage with **Neighbors** to assist in utilizing such funds, and

WHEREAS the **City** desires to establish a means by which it can work together with **Neighbors** to help stabilize the properties that the **City** has acquired through the tax foreclosure process while a full redevelopment plan is put in place as well as to assist with needed environmental remediation, and

WHEREAS, the goal of the program is to encourage the redevelopment of various properties and support the overall stabilization of the neighborhood in which they are located,

NOW, THEREFORE, it is agreed between the parties hereto that;

I. Purpose:

The purpose of this Grant Agreement is to establish a means by which the **City** and **Neighbors** can work together to accomplish the stabilization of at least two homes that the **City** has acquired through the tax foreclosure process and to establish the roles and responsibilities of each organization in order to do so. Stabilization of the buildings will assist with the redevelopment process while a full redevelopment plan is put into place, and will help to prevent the spread of blight to adjacent properties and areas. The environmental remediation of the properties will facilitate the redevelopment of the properties and surrounding area and subsequently improve and stabilize the neighborhood.

II. Agreement:

The **City** agrees to undertake the following:

- Utilize Community Development Block Grant (CDBG) funds in a not-to-exceed sum of \$40,000 for actual expenses incurred for administrative costs and the environmental remediation of up to two properties acquired through the tax foreclosure process.

- Utilize CDBG funds to reimburse **Neighbors** a sum of \$500 for each home stabilized under this program to cover administration and oversight expenses.
- Complete the environmental review process for the subject properties prior to any remediation work being completed. The **City** will retain all environmental review responsibilities subject to 24 CFR Part 52, and will bear all accountability for environmental compliance under HUD monitoring. **City** staff will complete all HUD environmental review forms and procedures. For tiered reviews, this will include both the broad-level environmental review and all site-specific reviews that follow. **Neighbors** shall not authorize the start of construction/remediation on any project until notified by the **City** that the environmental review of the project has been completed.

Neighbors of Watertown agrees to undertake the following:

- Create work scopes and develop bid specifications for the environmental remediation of the designated properties for the removal or stabilization of asbestos and lead based paint, as the budget allows. Ensure work-write ups are thorough and detailed in order for contractors to create a reasonable bid on the project.
- Oversee the bidding process, contract award, and overall project administration for the stabilization projects.
- Perform periodic site visits to ascertain that approved and contracted remediation work is proceeding properly and satisfactorily. Complete a final inspection prior to final payment to the contractor.
- Verify that the expenses are reasonable and the work has been completed properly as remediation progresses and invoices are submitted by contractors.
- **Lead Based Paint:** For each eligible unit to be assisted that was built prior to 1978, **Neighbors** will take steps to ensure compliance with Lead-Based Paint regulations, 24 CFR 570.608 and 24 CFR Part 35, Subpart B, including but not limited to testing of painted surfaces to identify lead based paint hazards, a plan for addressing any identified hazards in the work plan, assurance that work that disturbs painted surfaces where lead-based paint is identified is performed by contractors who are trained to use “safe work practices” and performance of a “clearance inspection” at the completion of the project to assure that no dust is present that is contaminated with lead based paint.
- **Asbestos:** For each eligible unit to be assisted, **Neighbors** will take steps to ensure compliance with the reporting requirements of the Clean Air Act as well as with all survey, reporting and removal requirements contained within 12 NYCRR Part 56. **Neighbors** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - Clean Air Act, 42 U.S.C., 7401, *et seq.*;
 - Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information,

as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

-Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended. Provide for project monitoring services during the asbestos abatement process in compliance with New York State Industrial Code Rule 56.

- For each property, maintain files, including work write-ups, specifications, bid documentation, contractor selection criteria, copies of contracts between Neighbors and contractors, lead based paint reports, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment

III. General Conditions:

Access to Records: Neighbors shall furnish and cause each of its own Sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

Agreement Term. The term of this agreement will commence upon the signing of the document by both parties and shall continue through June 30, 2021.

Assignment: Neither party shall transfer, convey or otherwise assign its responsibilities and duties under this agreement, nor any of its rights, title or interest therein or the power to execute this agreement without the prior written consent of the other party.

Civil Rights

a) **Compliance:** Neighbors agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

b) **Nondiscrimination:** Neighbors agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

c) **Section 504:** Neighbors agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

d) Affirmative Action: **Neighbors** agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

e) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: **Neighbors** will, in all solicitations or advertisements for employees placed by or on behalf of **Neighbors**, state that it is an Equal Opportunity or Affirmative Action employer.

f) Women- and Minority-Owned Businesses (W/MBE): **Neighbors** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. **Neighbors** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Conflict of Interest Clause: **Neighbors** assures that no person under its employ who exercises any functions or responsibilities in connection with City of Watertown funded projects or programs have any personal financial interests, direct or indirect in this agreement.

Executory Clause: It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available* to the **City** and no liability on account thereof shall be incurred by the **City** beyond monies available for the purpose thereof.

*General Municipal Law 109-b: "available" in an executory clause" relates to the appropriation of funds by the Legislature and the allocation of such funds by the appropriate officer or body such that the unavailability is dependent upon a legislative or budgetary determination or directive not to provide funds for the expenditure in question."

Independent Contractor (non-employee): The relationship of **Neighbors** to the **City** arising out of this Agreement shall be that of an Independent Contractor. **Neighbors**, in accordance with its status as an Independent Contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the **City** by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the **City**, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership of credit.

Liability:

a) **Neighbors** shall hold and save the **City of Watertown**, its official agents and employees harmless from liability of any nature or kind, including costs and expenses, for, on account of any suits or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of **Neighbors** in performing its obligations under this agreement.”

b) **Neighbors** shall not hold itself out as representing the **City** or binding the **City** in any agreement.

c) The **City** shall hold and save **Neighbors**, its official agents and employees harmless from liability of any nature or kind, including costs and expenses, for, on account of any suit or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the City of Watertown during the remediation work.

d) **Neighbors** agrees that all of its employees shall be fully covered by worker's compensation, and New York State disability insurance coverage, and that **Neighbors** shall have full and adequate Commercial General Liability insurance at all times in the minimum amounts of \$1,000,000 individual and \$3,000,000 aggregate. Neighbors shall name the City as an additional insured on such policy for work performed pursuant to this agreement, and will provide the City with a Certificate of Insurance reflecting the City’s status as such an additional insured.

Modification and Termination:

a) **Neighbors** agrees to submit a written request to modify any portion of this agreement.

b) **City** agrees to respond to any reasonable request within five (5) working days.

c) **City** reserves the right to make a modification to this agreement as specified in the terms of this agreement.

d) **Neighbors** agrees to attempt to resolve disputes arising from this agreement by administrative processes and negotiation in lieu of litigation.

National Objectives: All activities funded with CDBG funds must meet at least one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

Neighbors certifies that the activities carried out under this Grant Agreement will benefit low- and moderate-income persons by ensuring the homes are purchased or occupied by income qualified individuals once the remediation and rehabilitation has been completed. The occupants of each home must qualify with household income not exceeding the HUD Section 8 Income Limits.

Procurement: OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326.

IV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

This agreement constitutes the entire agreement between the **City and Neighbors of Watertown** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **City and Neighbors** with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Watertown, New York

By: _____
Kenneth A. Mix, City Manager

Neighbors of Watertown, Inc.

By: _____
Reginald J. Schweitzer, Executive Director

Res No. 12

July 14, 2020

To: The Honorable Mayor and City Council

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

Subject: Approving the Sale of Real Property Known as 1101 Bronson Street, Parcel Number 6-12-205.000 to Neighbors of Watertown, Inc.

The City of Watertown is the owner of the property located at 1101 Bronson Street, Parcel Number 6-12-205.000. The City acquired the property in June of 2018 as a result of tax foreclosure. The house is structurally sound and in relatively good condition which made it an excellent candidate for rehabilitation. The City Council has previously directed Staff to work with Neighbors of Watertown, Inc. (Neighbors) and the Development Authority of the North Country (DANC) on a redevelopment plan for the property to rehabilitate it through the NDC Program that was recently reestablished.

The NDC Rehabilitation Program was set up as a partnership between Neighbors, DANC, and the City to rehabilitate properties that the City acquires through tax foreclosure or by other means. Neighbors oversees the construction work and DANC provides the project financing. The City provides the property to rehabilitate and receives up to the amount owed in back taxes upon the sale to the new homeowner, if the project can financially support it.

The total amount of back taxes owed on the property is \$7,671.62. Per the Memorandum of Understanding between Neighbors, DANC and the City, the City will sell the property to Neighbors of Watertown for the amount owed in outstanding taxes, collection of which shall be deferred until the property is sold. In the event that the proceeds from the sale of the property are insufficient to cover the entire redevelopment costs, the City may not be reimbursed for some or all of the taxes that were paid.

The construction scope of work that has been developed by Neighbors includes asbestos abatement, the replacement of the roof, new windows and doors, new siding, new heating, electrical and plumbing systems, insulation, walls, flooring and a new kitchen and bathroom. Neighbors will be working on obtaining bids from contractors for the construction work which is expected to begin in late summer or early fall. The DANC Board of Directors will be considering the financing package for the project at an upcoming meeting.

A resolution authorizing the sale of 1101 Bronson Street to Neighbors of Watertown, Inc. has been prepared and is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Approving the Sale of Real Property
Known as 1101 Bronson Street, Parcel
Number 6-12-205.000 to Neighbors of
Watertown, Inc.

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns a certain lot of land known as 1101 Bronson Street and designated as Parcel Number 6-12-205.000, and

WHEREAS the City Council deems the property to be excess and not required for any City purpose, and

WHEREAS the City of Watertown, Neighbors of Watertown, Inc., and the Development Authority of the North Country are partners in the NDC Housing Rehabilitation Program, and

WHEREAS Neighbors of Watertown, Inc. has offered to purchase this parcel as part of the NDC Housing Rehabilitation Program at a sale price subject to available funds after sale of the property by Neighbors of Watertown to a homeowner and all other obligations are met, but in no case will it be greater than Seven Thousand Six Hundred Seventy One and 62/100 Dollars (\$7,671.62) and the sale price will be deferred until Neighbors of Watertown, Inc. resells the property,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York approves the sale of property known as 1101 Bronson Street, Parcel Number 6-12-205.000 to Neighbors of Watertown, Inc. at the sale price stated above, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith, is hereby authorized and directed to execute the sale documents on behalf of the City.

Seconded by

Ord No. 1

July 13, 2020

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Refunding Ordinance

Current interest rates for municipal debt have created an opportunity for the City to refinance \$2,200,000 of outstanding debt. Refunding opportunities have been identified for the following bond issues:

- Tax-exempt serial bond issue dated 2/15/2008 - \$975,000 outstanding
- Tax-exempt serial bond issue dated 6/15/2010 - \$375,000 outstanding
- Tax-exempt serial bond issue dated 4/15/2011 Series A - \$850,000 outstanding

The refunding calculation prepared by the City's financial advisor, Capital Markets Advisors, LLC, projects an estimated total budget savings of **\$70,522** across the General, Water and Sewer Funds over the life of the bond issue beginning in Fiscal Year 2020-21. Estimated savings by fiscal year and fund are as follows:

	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>Total</u>
General Fund	\$10,721	\$10,030	\$11,632	\$9,886	\$7,154	\$5,619	\$55,042
Water Fund	\$1,680	\$1,571	\$1,823	\$1,549	\$1,121	\$881	\$8,625
Sewer Fund	<u>\$1,335</u>	<u>\$1,249</u>	<u>\$1,449</u>	<u>\$1,231</u>	<u>\$891</u>	<u>\$700</u>	<u>\$6,855</u>
	<u>\$13,736</u>	<u>\$12,850</u>	<u>\$14,904</u>	<u>\$12,666</u>	<u>\$9,166</u>	<u>\$7,200</u>	<u>\$70,522</u>

Attached for City Council consideration is the bond ordinance necessary to authorize this refinancing.

ORDINANCE

Page 1 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

Table with 2 columns: YEA, NAY. It is a grid for recording votes.

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 July 20, 2020, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Mayor Jeffrey M. Smith, and upon roll being called, the following were

PRESENT:

ABSENT:

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

REFUNDING BOND ORDINANCE DATED JULY 20, 2020.

WHEREAS, the City of Watertown (the "City") heretofore issued, on February 25, 2008, \$7,345,000 Public Improvement (Serial) Bonds, 2008, dated February 15, 2008 (the "2008 Bonds"), pursuant to various bond ordinances for various objects or purposes all as set forth in Exhibit A attached hereto and made a part hereof, and a bond certificate of the City Comptroller executed in connection therewith, and now outstanding and maturing on February 15 in each of the following years and amounts;

Table with 2 columns: Year, Amount. Rows: 2020 \$375,000, 2021 325,000, 2022 275,000

ORDINANCE

Page 2 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

WHEREAS, it appears that it would be in the public interest to refund the \$975,000 outstanding principal amount of the 2008 Bonds maturing in the years 2020 through 2022, inclusive (the "2008 Refunded Bonds") by the issuance of refunding bonds pursuant to Sections 90.00 or 90.10 of the Local Finance Law; and

WHEREAS, the City heretofore issued, on June 15, 2010, \$2,225,000 Public Improvement (Serial) Bonds, 2010, dated June 15, 2010 (the "2010 Bonds"), pursuant to various bond ordinances for various objects or purposes all as set forth in Exhibit B attached hereto and made a part hereof, and a bond certificate of the City Comptroller executed in connection therewith, and now outstanding and maturing on December 15 in each of the following years and amounts;

Year	Amount
2020	\$75,000
2021	75,000
2022	75,000
2023	75,000
2024	75,000

WHEREAS, it appears that it would be in the public interest to refund the \$375,000 outstanding principal amount of the 2010 Bonds maturing in the years 2020 through 2024, inclusive (the "2010 Refunded Bonds") by the issuance of refunding bonds pursuant to Sections 90.00 or 90.10 of the Local Finance Law; and

WHEREAS, the City heretofore issued, on April 15, 2011, \$2,175,000 Public Improvement Refunding (Serial) Bonds, 2011 Series A, dated April 15, 2011 (the "2011 Series A Bonds"), pursuant to various bond ordinances for various objects or purposes all as set forth in Exhibit C attached hereto and made a part hereof, and a bond certificate of the City Comptroller executed in connection therewith, and now outstanding and maturing on November 15 in each of the following years and amounts;

ORDINANCE

Page 3 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

Year	Amount
2021	\$155,000
2022	165,000
2023	170,000
2024	180,000
2025	180,000

WHEREAS, it appears that it would be in the public interest to refund the \$850,000 outstanding principal amount of the 2011 Series A Bonds maturing in the years 2021 through 2025, inclusive (the "2011 Series A Refunded Bonds") by the issuance of refunding bonds pursuant to Sections 90.00 or 90.10 of the Local Finance Law; and

WHEREAS, it appears that each of the refundings of the 2008 Refunded Bonds, 2010 Refunded Bonds and 2011 Series A Refunded Bonds (collectively, the "Refunded Bonds") will result in present value savings in debt service as required by Sections 90.00 or 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

Section 1. For the object or purpose of refunding all or a portion of the Refunded Bonds, including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of the Refunded Bonds, (i) any redemption premiums on the Refunded Bonds at their respective call dates; (iii) the aggregate amount of interest payable on the Refunded Bonds to and including the dates on which the Refunded Bonds that are callable are to be called prior to their respective maturities in accordance with the Refunding Financial Plan (as hereinafter defined), (iv) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the Refunding Financial Plan (as hereinafter defined), compensation to the Underwriter, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract, if applicable and fees and charges of the escrow holder, as hereinafter mentioned, (iv) any redemption premiums to be paid on the Refunded Bonds which are to be called prior to their respective maturities, and (v)

ORDINANCE

Page 4 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C. P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$2,400,000 refunding serial bonds of the City pursuant to the provisions of Sections 90.00 or 90.10 of the Local Finance Law (the "Refunding Bonds"), it being anticipated that the aggregate amount of Refunding Bonds actually to be issued will be approximately \$2,305,000, as provided in Section 5 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues. The Refunding Bonds shall be designated substantially "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BOND", including the year of issuance, and a series designation if appropriate, shall be dated September 16, 2020, or such earlier or later date as shall hereafter be determined by the City Comptroller pursuant to Section 5 hereof, shall be of the denomination of \$5,000 each or any integral multiple thereof not exceeding the principal amount of each respective maturity, shall be numbered with the prefix "R-" followed by the last two digits of the year of issuance, a dash and then from 1 upward, and shall mature annually on February 15 in each of the years 2021 through 2026, inclusive, or such other dates as the City Comptroller shall hereafter determine pursuant to Section 5 hereof, bearing interest payable semi annually on February 15 and August 15, commencing February 15, 2021, or such other dates as the City Comptroller shall hereafter determine pursuant to Section 5 hereof, at the rate or rates of interest per annum as may be necessary to sell the same, all as shall be determined by the City Comptroller. It is hereby further determined that the Refunding Bonds may be issued in one or more series, each having a separate maturity date and separate interest payment dates. The City Comptroller shall determine the amortization of each series, and may employ level debt service as an alternate method of amortization, at the discretion of the City Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the City Comptroller shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the City by lot in any customary manner of selection as determined by the City Comptroller. Notice of such call for redemption shall be given by mailing such notice to the registered owners not more than sixty (60) days nor less than thirty (30) days prior to such date. Notice of redemption having been given as aforesaid, the bonds so called for

ORDINANCE

Page 5 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C. P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

redemption shall, on the date for redemption set forth in such notice for redemption, become due and payable, together with interest to such redemption date, and interest shall cease to be paid thereon after such redemption date.

Section 3. The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book-Entry-Only system of DTC. In the event that either DTC shall discontinue the Book-Entry-Only system or the City shall terminate its participation in such Book-Entry-Only system, such bonds shall thereafter be issued in registered, certificated form of the denominations of \$5,000 each or any integral multiple thereof not exceeding the principal amount of each respective maturity. In the case non certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the City Clerk as fiscal agent for the Refunding Bonds to the Depository Trust Company, New York, New York, or to its partnership nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book-Entry-Only System. Principal shall only be payable upon surrender of the bonds to the City Clerk as fiscal agent for the Refunding Bonds.

In the event said Refunding Bonds are issued in registered, certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the City Comptroller as fiscal agent of the City for the Refunding Bonds (collectively the "Fiscal Agent") to the registered owners of the Refunding Bonds as shown on the registration books of the City maintained by the Fiscal Agent as of the close of business on the first business day or fifteenth day of the calendar month preceding each interest payment date, as appropriate. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of the Fiscal Agent.

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same

ORDINANCE

Page 6 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

maturity of any authorized denomination or denominations in the same aggregate principal amount. Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The City Comptroller, as chief fiscal officer of the City, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as the City Comptroller shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said City, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the City, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form.

The Refunding Bonds shall be executed in the name of the City by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted, affixed or impressed thereon and may be attested by the manual or facsimile signature of the City Clerk. In the event that the Refunding Bonds are issued in certificated form, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law and 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 51.00 of the Local Finance Law, as the City Comptroller shall determine. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of the Refunding 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.

Section 4. It is hereby determined that:

- (a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this ordinance does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law.

ORDINANCE

Page 7 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

- (b) the maximum periods of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds and the objects or purposes for which such respective Refunded Bonds were issued are as shown upon Exhibit A, Exhibit B and Exhibit C attached hereto and hereby made a part hereof.
- (c) the last installment of the Refunding Bonds of each series will mature not later than the expiration of the period of probable usefulness of each object or purpose, or the weighted average of the periods of probable usefulness of the objects or purposes for which said respective series of Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law.
- (d) the estimated present value of the total debt service savings anticipated as a result of the issuance of each series of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, is as shown in the Refunding Financial Plan described in Section 5 hereof.

Section 5. The financial plan for the refunding authorized by this ordinance (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refundings, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, is set forth in Exhibit D attached hereto and hereby made a part of this ordinance. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount of \$2,305,000, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth in said Exhibit D. This Council recognizes that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the City will probably differ from such assumptions and that the Refunding Financial Plan will also probably differ from that attached hereto as Exhibit D. The City Comptroller is hereby authorized and directed to determine which Refunding Bonds are to be issued, the amount of the Refunding Bonds to be issued, the date of such bonds and the date of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured

ORDINANCE

Page 8 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraphs e and f of Section 57.00 of the Local Finance Law, and pursuant to subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, and the rate or rates of interest to be borne thereby, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the City Comptroller; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The City Comptroller shall file a copy of a certificate or certificates of the City Comptroller determining the details of the Refunding Bonds and of the final Refunding Financial Plan with the City Clerk not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 6. Pursuant to the provisions of paragraph a of Section 56.00 of the Local Finance Law, the power to determine whether to issue the Refunding Bonds having substantially level or declining annual debt service, as provided in paragraph d of Section 21.00 and in paragraph c of Section 90.10 of the Local Finance Law, is hereby delegated to the City Comptroller. All other matters relating to said Refunding Bonds issued by said City and having substantially level or declining annual debt service, is hereby delegated to the City Comptroller.

Section 7. The City Comptroller is hereby further delegated all powers of this Council with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

Section 8. The City Comptroller is hereby authorized and directed to enter into an escrow contract or contracts (the "Escrow Contract"), if deemed necessary by the City Comptroller, with a bank or trust company chosen by the City Comptroller, located and authorized to do business in this State (the "Escrow Holder"), for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

ORDINANCE

Page 9 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

Section 9. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds 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 Refunding Bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said City a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 10. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon and any amount applied by or on behalf of the City on the date of delivery of the Refunding Bonds for costs of credit enhancement, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Any accrued interest on the Refunding Bonds shall be paid to the Office of the City Comptroller to be expended to pay interest on the Refunding Bonds on February 15, 2021, or such other first interest payment date of a series as may be determined by the City Comptroller in accordance with Section 5 hereof. Such proceeds as are deposited in the escrow deposit fund for the payment of interest, premium or principal of the Refunded Bonds, to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the series of Refunded Bonds for which such escrow deposit fund was established in accordance with Section 90.10 of the Local Finance Law, and the holders, from time to time, of such series of Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of such series of Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in such escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof.

Section 11. Notwithstanding any other provision of this ordinance, so long as any of the Refunding Bonds shall be outstanding, the City shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds, issued as a tax exempt bond, to be an "arbitrage bond" as defined in Section 148 of the

ORDINANCE

Page 10 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C. P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Internal Revenue Code of 1986, as amended, and, to the extent applicable, the regulations promulgated by the United States Treasury Department thereunder, as then in effect.

Section 12. In accordance with the provisions of Section 53.00, Section 90.00 or of paragraph h of Section 90.10 of the Local Finance Law, as applicable, the City hereby elects to call in and redeem (i) the 2008 Refunded Bonds and the 2010 Refunded Bonds on October 16, 2020, and (ii) the 2011A Refunded Bonds on November 15, 2020, or such later date(s) as shall be determined in accordance with the final Refunding Financial Plan, at par, or such portion thereof as shall be determined in accordance with the final Refunding Financial Plan.

The Escrow Holder for the Refunding Bonds is hereby authorized and directed to cause notices of such calls for redemption to be given in the name of the City in the manner and within the times provided in each respective Refunded Bond Ordinance. Such notices of redemption shall be in substantially the forms to be attached to the Escrow Contract. Upon the issuance of any series of Refunding Bonds, the election to call in and redeem the callable Refunded Bonds refunded by such series and the direction to the Escrow Holder to cause notices thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publications requirements of paragraph a of Section 53.00 of the Local Finance law, or any successor law thereto.

Section 13. The Refunding Bonds may be sold at private sale to an underwriter designated by the City Comptroller (the "Underwriter"), for a purchase price to be determined by the City Comptroller on the date of sale thereof, plus accrued interest from the date of the Refunding Bonds to the date of the delivery of and payment for the Refunding Bonds, and all powers in connection with the sale of the Refunding Bonds to the Underwriter are hereby delegated to the City Comptroller. Subject to the approval of the terms and conditions of such sale by the State Comptroller as required by Section 90.00 or subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, the City Comptroller is hereby authorized to execute and deliver a purchase contract for the Refunding Bonds in the name and on behalf of the City providing the terms and conditions for the sale and delivery of the Refunding Bonds to the Underwriter. After the Refunding Bonds have been duly executed, they shall be delivered by the City Comptroller to the Underwriter in accordance with said purchase contract upon the receipt

ORDINANCE

Page 11 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

by the City of said purchase price, including accrued interest. Alternatively, the City Comptroller may sell the Refunding Bonds to a purchaser at public sale using an advertised notice of sale (the "Purchaser") and may deliver the executed Refunding Bonds to the Purchaser in accordance with the notice of sale upon the receipt by the City Comptroller of the purchase price, including accrued interest.

Section 14. The City Comptroller and all other officers, employees and agents of the City are hereby authorized and directed for and on behalf of the City to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this ordinance or any document or agreement approved hereby.

Section 15. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the City Comptroller and all powers in connection thereof are hereby delegated to the City Comptroller.

Section 16. The validity of the Refunding Bonds 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 17. A summary of this ordinance, which takes effect immediately, shall be published in full in the Watertown Daily Times, the official newspaper of said City, 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 Council Member _____, seconded by Council Member _____, with all voting "AYE".

ORDINANCE

Page 12 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

Table with 2 columns: YEA, NAY. It is currently empty.

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

Council Member Sarah V. Compo VOTING _____
Council Member Ryan J. Henry-Wilkinson VOTING _____
Council Member Jesse C. P. Roshia VOTING _____
Council Member Lisa A. Ruggiero VOTING _____
Mayor Jeffrey M. Smith VOTING _____

The ordinance was thereupon declared duly adopted.
* * * * *

APPROVED BY THE MAYOR

_____, 2020
Mayor

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 July 20, 2020, 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 matter therein referred to.

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

ORDINANCE

Page 13 of 13

An Ordinance Authorizing the Issuance Pursuant to Sections 90.00 or 90.10 of the Local Finance Law of Refunding Bonds of the City of Watertown, Jefferson County, New York, to be Designated "Public Improvement Refunding (Serial) Bonds", and Providing for Other Matters in Relation Thereto and the Payment of the Bonds to be Refunded Thereby

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

Table with 2 columns: YEA, NAY. 6 rows for council members and 1 row for Total.

I FURTHER CERTIFY that, [please check one below]
(1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, or
(2) due to the COVID-19 pandemic, said meeting was held remotely by conference call, video conference, or other similar means in accordance with the requirements set forth in Executive Order 202.1, as amended.

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 July ___, 2020.

City Clerk
(CORPORATE SEAL)

Seconded by

EXHIBIT A TO THE
REFUNDING BOND ORDINANCE

OBJECTS OR PURPOSES IN THE 2008 BONDS
AND
THEIR MAXIMUM PERIODS OF PROBABLE USEFULNESS

City of Watertown, Jefferson County, New York
\$7,345,000 Public Improvement (Serial) Bonds, 2008
FINAL MATURITY SCHEDULE - 15 YEARS - 50% RULE

Bonds Dated: February 15, 2008
 Principal Due: February 15, 2009-2023
 Interest Due: February 15, 2009 and semiannually thereafter

Principal Due February 15th	New Money		New Money		General Fund 3a	General Fund 3b	General Fund 4	General Fund 5	General Fund 6	General Fund 7	Water Fund 8	Water Fund 9	Sewer Fund 10
	General Fund 1a	Sewer Fund 1b	General Fund 2a	General Fund 2b									
	Iroquois Ave. / Cosgrove St. Water, Sanitary & Storm Sewer Upgrades	Sanitary Sewers	Replace Refrig Equip at Fairegrounds Arena	Replace Refrig Equip at Fairegrounds Arena	Route 3 Wave Black River Shoreline Improvements	Route 3 Wave Black River Shoreline Improvements	Equipment for Dept. of Public Works	Side Load Refuse Packer	Acquisition of Street Sweeper	Fire Pumper Truck	Thompson Park Pump Station Construction	Replace Water Main on Arsenal Street	Replace roof on Sludge Buildings
2009	\$23,000	\$15,000	\$27,000	\$8,000	\$13,000	\$20,000	\$50,000	\$45,000	\$45,000	\$40,000	\$25,000	\$18,000	\$11,000
2010	25,000	16,000	30,000	9,000	13,000	20,000	50,000	45,000	45,000	40,000	25,000	18,000	11,000
2011	25,000	16,000	30,000	9,000	14,000	25,000	50,000			40,000	25,000	18,000	11,000
2012	25,000	16,000	30,000	9,000		25,000				40,000	25,000	18,000	11,000
2013	25,000	18,000								40,000	25,000	18,000	11,000
2014	25,000	18,000								40,000	25,000	18,000	11,000
2015	25,000	18,000								40,000	30,000	18,000	11,000
2016	25,000	18,000								40,000	30,000	18,000	11,000
2017	25,000	18,000								45,000	30,000	18,000	11,000
2018	25,000	18,000									30,000	18,000	
2019	25,000	18,000									30,000	18,000	
2020	25,000	18,000									30,000	18,000	
2021	25,000	18,000									30,000	18,000	
2022	25,000	18,000										18,000	
2023													
Total	\$348,000	\$243,000	\$117,000	\$35,000	\$40,000	\$90,000	\$150,000	\$90,000	\$90,000	\$365,000	\$360,000	\$252,000	\$99,000
Amt. Auth.	\$427,460	\$294,800	\$180,000	\$180,000			\$220,000	\$135,000	\$135,000	\$405,000	\$475,000	\$300,000	\$125,000
Bond Ordinance	1/8/2007	1/8/2007	6/5/2006	6/5/2006	9/18/2006	9/18/2006	4/17/2006	7/17/2006	1/16/2007	7/17/2006	11/6/2006	7/17/2006	7/3/2006
P.P.U. (yrs)	40	40	15	15	15	15	15	15	15	20	40	40	40
F&J File #10605123.	101	101	7	7	90	90	2	11	104	12	5A	16	8
Date of 1st Borrow	2/27/2007	2/27/2007	2/27/2007	2/27/2007	2/27/2007	2/27/2007	2/27/2007	2/27/2007	2/27/2007	2/27/2007	8/2/2006	2/27/2007	2/27/2007
Amount of 1st Borrow	\$427,460	\$294,800	\$145,000	-	\$78,000	-	\$210,000	\$135,000	\$135,000	\$405,000	\$425,000	\$300,000	\$108,000
Payments to be made	\$79,460	\$51,800	\$28,000	-	\$38,000	-	\$60,000	\$45,000	\$45,000	\$40,000	\$62,000	\$48,000	\$9,000
Amount to Bond	\$348,000	\$243,000	\$117,000	\$35,000	\$40,000	\$90,000	\$150,000	\$90,000	\$90,000	\$365,000	\$360,000	\$252,000	\$99,000
PPU Remaining	39.0333	39.0333	14.0333	14.0333	14.0333	14.0333	14.0333	14.0333	14.0333	19.0333	38.4639	39.0333	39.0333
City's Projected Payoff (yrs)	14	14	4	4	3	4	3	2	2	9	13	14	9
Remin. Auth. but Unissued	\$0	\$0	\$0	\$0	\$0	\$12,000	\$10,000	\$0	\$0	\$0	\$50,000	\$0	\$17,000

		New Money	New Money	New Money	New Money	New Money	New Money	New Money	New Money	New Money		New Money	New Money				
Sewer Fund 11	General Fund 12	General Fund 13	Water Fund 14	Water Fund 15	Sewer Fund 16	General Fund 17a	General Fund 17b	General Fund 17c	Water Fund 17d	Sewer Fund 17e	General Fund 18	General Fund 19	General Fund 20	General Fund 21	Totals	Coupon Rates	Total Debt Service
Replace Incinerator Scrubber	Fire Rescue Truck	District #2 Sidewalk Assessment	Ontario Drive Water Main	Water Treatment Plant Motor Drives	Greensview / Ives Hill Sanitary Sewer	Sidewalks	Storm Sewer	Street Reconstruction	Water Main	Sanitary Sewer	Black River Parks Development	DPW Facility	Marble St. Park Facilities	Riverfront Imp. at Bicentennial Park			
\$5,000	\$24,000	\$10,000	\$25,000	\$24,000	\$21,000	\$6,000	\$35,000	\$54,000	\$50,000	\$50,000	\$25,000	\$12,000	\$32,000	\$32,000	\$745,000	3.250%	\$997,806.25
5,000	24,000	10,000	25,000	24,000	21,000	6,000	35,000	74,000	50,000	50,000	25,000	12,000	35,000	32,000	775,000	3.250%	1,003,593.75
5,000	24,000	10,000	25,000	24,000	21,000	6,000	35,000	57,000	50,000	50,000	25,000	12,000	35,000	33,000	675,000	3.250%	878,406.25
5,000	24,000	10,000	25,000	24,000	21,000	6,000	35,000	71,000	50,000	50,000	25,000	12,000	35,000	33,000	625,000	3.250%	806,468.75
5,000	24,000	10,000	25,000	24,000	21,000	6,000	35,000	58,000	50,000	50,000		12,000	35,000	33,000	525,000	3.375%	686,156.25
5,000	24,000	10,000	25,000	24,000	21,000	6,000	35,000	76,000	50,000	50,000		12,000			475,000	3.375%	618,437.50
5,000	24,000	10,000	25,000	24,000	21,000	6,000	35,000	71,000	50,000	50,000		12,000			475,000	3.375%	602,406.25
5,000	24,000	10,000	25,000	24,000	21,000	6,000	35,000	71,000	50,000	50,000		12,000			475,000	3.375%	586,375.00
5,000	24,000	10,000	25,000	24,000	21,000	6,000	35,000	66,000	50,000	50,000		12,000			475,000	3.375%	570,343.75
5,000	24,000	10,000	25,000	24,000	21,000	6,000	35,000	76,000	50,000	50,000		12,000			400,000	3.500%	479,312.50
			25,000	24,000	21,000	8,000	40,000	60,000	50,000	55,000					350,000	3.500%	415,312.50
			30,000		21,000	8,000	40,000	80,000	50,000	55,000					375,000	3.750%	428,062.50
			30,000		21,000	8,000	40,000	80,000	50,000	55,000					375,000	4.000%	414,000.00
			30,000		21,000	8,000	40,000	60,000	50,000	55,000					325,000	4.000%	349,000.00
			30,000		21,000	8,000	40,000	71,000	50,000	55,000					275,000	4.000%	286,000.00
\$45,000	\$216,000	\$100,000	\$395,000	\$240,000	\$315,000	\$100,000	\$550,000	\$1,025,000	\$750,000	\$775,000	\$100,000	\$120,000	\$172,000	\$163,000	\$7,345,000		\$9,121,681.25
\$50,000	\$240,000	\$200,000	\$395,000	\$500,000	\$315,000			\$3,200,000			\$310,000	\$5,600,000	\$346,000	\$326,000	\$3,762,260		
7/3/2006	1/16/2007	7/16/2007	7/17/2007	12/3/2007	1/22/2008	1/22/2008	1/22/2008	1/22/2008	1/22/2008	1/22/2008	9/3/2002	8/1/05	1/7/2008	1/7/2008			
30	20	10	40	40	40	15	15	15	15	15	15	20	15	15			
												90437-					
10	96	106	107A	110	111	110	110	110	110	110	110	90437-3173P	3120P(3134)	109	108		
2/27/2007	2/27/2007	-	-	-	-	-	-	-	-	-	-	2/27/2007	6/21/1999	-	-		
\$50,000	\$240,000	-	-	-	-	\$100,000	\$550,000	\$1,025,000	\$750,000	\$775,000	\$125,000	\$130,000	\$0	\$0	\$6,408,260		
\$5,000	\$24,000	-	-	-	-	\$0	\$0	\$0	\$0	\$0	\$25,000	\$10,000	\$0	\$0	\$570,260		
\$45,000	\$216,000	\$100,000	\$395,000	\$240,000	\$315,000	\$100,000	\$550,000	\$1,025,000	\$750,000	\$775,000	\$100,000	\$120,000	\$172,000	\$163,000	\$7,345,000		
29.0333	19.0333	10.0000	40.0000	40.0000	40.0000	15.0000	15.0000	15.0000	15.0000	15.0000	14.0333	11.3500	15.0000	15.0000			
9	9	10	15	10	15	15	15	15	15	15	4	10	5	5			
\$0	\$0	\$65,000	\$0	\$260,000	\$0	\$0	\$0	\$0	\$0	\$0	\$185,000	\$2,259,000	\$174,000	\$163,000	\$3,195,000		

EXHIBIT B TO THE
REFUNDING BOND ORDINANCE

OBJECTS OR PURPOSES IN THE 2010 BONDS
AND
THEIR MAXIMUM PERIODS OF PROBABLE USEFULNESS

City of Watertown, Jefferson County, New York
\$2,225,000 Public Improvement (Serial) Bonds, 2010
ESTIMATED MATURITY SCHEDULE - 15 YEARS - 50% RULE

Bonds Dated: June 15, 2010

Principal Due: December 15, 2010-2024

Interest Due: December 15, 2010 and semiannually thereafter

Principal Due December 15th	General Fund	Sewer Fund	General Fund	General Fund	General Fund	General Fund	General Fund
	State Street Reconstruction	Sanitary/Sewer Replacement Chestnut/Holcomb	Sidewalk Special Assessment District #4	Mill Street Sewer Rehabilitation	Dept. of Public Works Equipment	Street	Breen Sidewalks
2010	\$21,500	\$17,000	\$6,500	\$19,000	\$30,000	\$22,000	\$8,000
2011	21,500	17,000	6,500	28,000	45,000	22,000	8,000
2012	21,500	17,000	6,500	25,000	45,000	22,000	9,000
2013	21,500	17,000	6,500	24,000	45,000	22,000	9,000
2014	21,500	17,000	6,500	23,000	45,000	22,000	9,000
2015	21,500	17,000	6,500	23,000		22,000	9,000
2016	21,500	17,000	6,500	22,000		22,000	9,000
2017	21,500	17,000	6,500	22,000		22,000	9,000
2018	21,500	17,000	6,500	22,000		22,000	9,000
2019	21,500	17,000	6,500	22,000		22,000	9,000
2020						31,000	10,000
2021						31,000	10,000
2022						31,000	10,000
2023						32,000	10,000
2024						32,000	10,000
Total	\$215,000	\$170,000	\$65,000	\$230,000	\$210,000	\$377,000	\$138,000
Amt. Auth.	\$13,650,000	\$325,000	\$180,000	\$250,000	\$217,500	\$625,000	\$192,000
Bond Ordinance	9/3/02-10/6/08	1/16/07-11/2/09	9/2/08	6/15/09	1/4/10	3/1/10	3/1/10
P.P.U. (yrs)	15	40	10	40	5	15	15
F&J File #10605123.	17	102	117	125	128	118	118
Date of 1st Borrow	11/15/05	2/27/07	6/15/10	6/15/10	6/15/10	6/15/10	6/15/10
Amount to Bond	\$215,000	\$170,000	\$65,000	\$230,000	\$210,000	\$377,000	\$138,000
PPU Remaining	10.4167	36.7000	10.0000	40.0000	5.0000	15.0000	15.0000
City's Projected Payoff (yrs)	10	10	10	10	5	15	15
Remin. Auth. but Unissued	\$8,585,000	\$41,000	\$115,000	\$20,000	\$7,500	\$248,000	\$54,000

Principal Due December 15th	General Fund	Water Fund	Sewer Fund	General Fund	Sewer Fund	Totals
	Avenue Reconstruction			Hydro Electric Facility Equip.	North Side Trunk Sewer Relining	
	Storm Sewer	Water Main	Sanitary Sewer			
2010	\$8,000	\$11,000	\$6,000	\$30,000	\$21,000	\$200,000
2011	8,000	12,000	6,000	30,000	21,000	225,000
2012	8,000	14,000	6,000	30,000	21,000	225,000
2013	9,000	14,000	6,000	30,000	21,000	225,000
2014	9,000	14,000	7,000	30,000	21,000	225,000
2015	9,000	14,000	7,000		21,000	150,000
2016	9,000	15,000	7,000		21,000	150,000
2017	9,000	15,000	7,000		21,000	150,000
2018	9,000	15,000	7,000		21,000	150,000
2019	9,000	15,000	7,000		21,000	150,000
2020	10,000	16,000	8,000			75,000
2021	10,000	16,000	8,000			75,000
2022	10,000	16,000	8,000			75,000
2023	10,000	15,000	8,000			75,000
2024	10,000	15,000	8,000			75,000
Total	\$137,000	\$217,000	\$106,000	\$150,000	\$210,000	\$2,225,000
Amt. Auth.	\$400,000	\$710,000	\$343,000	\$150,000	\$250,000	\$17,292,500
Bond Ordinance	3/1/10	3/1/10	3/1/10	10/15/09	11/17/08-9/28/09	
P.P.U. (yrs)	15	15	15	15	40	
F&J File #10605123.	118	118	118	127	120	
Date of 1st Borrow	6/15/10	6/15/10	6/15/10	6/15/10	6/15/10	
Amount to Bond	\$137,000	\$217,000	\$106,000	\$150,000	\$210,000	\$2,225,000
PPU Remaining	15.0000	15.0000	15.0000	15.0000	40.0000	
City's Projected Payoff (yrs)	15	15	15	5	10	
Remin. Auth. but Unissued	\$263,000	\$493,000	\$237,000	\$0	\$40,000	\$10,103,500

EXHIBIT C TO THE
REFUNDING BOND ORDINANCE

OBJECTS OR PURPOSES IN THE 2011 SERIES A BONDS
AND
THEIR MAXIMUM PERIODS OF PROBABLE USEFULNESS

EXHIBIT C

Purpose	Resolution Date	PPU (years)	Date of 1st Issuance
Reconstruction of the municipal hydroelectric facility on the Black River	6/3/96, 1/21/1997	30	12/18/1996
Improvements to Fairgrounds Arena	6/3/96	15	12/18/1996
Fire Pumper	3/18/96	20	12/18/1996
City Hall Roof	10/7/96	25	12/18/1996
Michigan-Wyoming Street Reconstruction	1/6/97	15	12/18/1996
Sherman Street Sanitary Sewer	6/3/96	15	12/18/1996
Vehicles	11/18/96	5	7/10/1997
Western Outfall Sewer Project	1/6/97	40	12/18/1996

EXHIBIT D

TO THE REFUNDING BOND ORDINANCE

PRELIMINARY REFUNDING FINANCIAL PLAN
OF
CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK

PREPARED BY
CAPITAL MARKETS ADVISORS, LLC

Dated: July 1, 2020

City of Watertown, New York

\$2,305,000 Public Improvement Refunding (Serial) Bonds, 2020

Refunding of 2008, 2010 and 2011A

Refunding Summary

Dated 09/16/2020 | Delivered 09/16/2020

	2008	2010	2011A	Issue Summary
Sources Of Funds				
Par Amount of Bonds	\$1,015,000.00	\$395,000.00	\$895,000.00	\$2,305,000.00
Total Sources	\$1,015,000.00	\$395,000.00	\$895,000.00	\$2,305,000.00
Uses Of Funds				
Total Underwriter's Discount (0.400%)	4,060.00	1,580.00	3,580.00	9,220.00
Costs of Issuance	28,622.56	11,138.83	25,238.61	65,000.00
Deposit to Current Refunding Fund	981,519.59	379,692.24	865,849.69	2,227,061.52
Rounding Amount	797.85	2,588.93	331.70	3,718.48
Total Uses	\$1,015,000.00	\$395,000.00	\$895,000.00	\$2,305,000.00

Flow of Funds Detail

State and Local Government Series (SLGS) rates for Date of OMP Candidates	7/01/2020	7/01/2020	7/01/2020	7/01/2020
Primary Purpose Fund Solution Method	Net Funded	Net Funded	Net Funded	Net Funded
Total Cost of Investments	\$981,519.59	\$379,692.24	\$865,849.69	\$2,227,061.52
Interest Earnings @ 0.110%	88.74	34.32	156.56	279.62
Total Draws	\$981,608.33	\$379,726.56	\$866,006.25	\$2,227,341.14

Issues Refunded And Call Dates

2008 Bonds	10/16/2020			
2010 Bonds		10/16/2020		
2011A Bonds			11/15/2020	

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.100%(AIC)	6,963.75	11,632.58	53,441.61	72,323.46
Contingency or Rounding Amount	797.85	2,588.93	331.70	3,718.48
Net Present Value Benefit	\$7,761.60	\$14,221.51	\$53,773.31	\$76,041.94
Net PV Benefit / Refunded Principal	0.796%	3.792%	6.326%	3.456%
Net PV Benefit / Refunding Principal	0.765%	3.600%	6.008%	3.299%
Average Annual Cash Flow Savings	2,369.69	2,191.92	8,742.24	11,753.68
Total New Net D/S	1,022,390.93	400,696.63	1,072,859.09	2,495,946.65
Total Prior D/S	1,029,500.00	411,656.25	1,125,312.50	2,566,468.75
Total Cashflow Savings	7,109.07	10,959.62	52,453.41	70,522.10

Bond Statistics

Average Life	1.306 Years	2.351 Years	3.364 Years	2.284 Years
Average Coupon	0.5577651%	0.6135396%	0.6756622%	0.6350268%
Net Interest Cost (NIC)	0.8641577%	0.7837091%	0.7945820%	0.8101783%
Bond Yield for Arbitrage Purposes	0.6346638%	0.6346638%	0.6346638%	0.6346638%
True Interest Cost (TIC)	0.8672438%	0.7860028%	0.7962903%	0.8124286%
All Inclusive Cost (AIC)	3.1130609%	2.0348801%	1.6682592%	2.1004777%

Refunding of 2008, 2010, | Issue Summary | 7/ 1/2020 | 11:37 AM

City of Watertown, New York

\$2,305,000 Public Improvement Refunding (Serial) Bonds, 2020

Refunding of 2008, 2010 and 2011A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/16/2020	-	-	-	-	-
02/15/2021	495,000.00	0.530%	5,620.40	500,620.40	-
06/30/2021	-	-	-	-	500,620.40
08/15/2021	-	-	5,478.00	5,478.00	-
02/15/2022	595,000.00	0.550%	5,478.00	600,478.00	-
06/30/2022	-	-	-	-	605,956.00
08/15/2022	-	-	3,841.75	3,841.75	-
02/15/2023	535,000.00	0.570%	3,841.75	538,841.75	-
06/30/2023	-	-	-	-	542,683.50
08/15/2023	-	-	2,317.00	2,317.00	-
02/15/2024	250,000.00	0.600%	2,317.00	252,317.00	-
06/30/2024	-	-	-	-	254,634.00
08/15/2024	-	-	1,567.00	1,567.00	-
02/15/2025	255,000.00	0.680%	1,567.00	256,567.00	-
06/30/2025	-	-	-	-	258,134.00
08/15/2025	-	-	700.00	700.00	-
02/15/2026	175,000.00	0.800%	700.00	175,700.00	-
06/30/2026	-	-	-	-	176,400.00
Total	\$2,305,000.00	-	\$33,427.90	\$2,338,427.90	-

Yield Statistics

Bond Year Dollars	\$5,264.01
Average Life	2.284 Years
Average Coupon	0.6350268%
Net Interest Cost (NIC)	0.8101783%
True Interest Cost (TIC)	0.8124286%
Bond Yield for Arbitrage Purposes	0.6346638%
All Inclusive Cost (AIC)	2.1004777%

IRS Form 8038

Net Interest Cost	0.6350268%
Weighted Average Maturity	2.284 Years

City of Watertown, New York

\$2,175,000 Public Improvement Refunding (Serial) Bonds, 2011A

Current Outstanding Debt Service

Date	Principal	Coupon	Interest	Total P+I
11/15/2020	155,000.00	3.250%	2,518.75	157,518.75
Total	\$155,000.00	-	\$2,518.75	\$157,518.75

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	9/16/2020
Average Life	0.164 Years
Average Coupon	3.8860609%
Weighted Average Maturity (Par Basis)	0.164 Years
Weighted Average Maturity (Original Price Basis)	3.240 Years

Refunding Bond Information

Refunding Dated Date	9/16/2020
Refunding Delivery Date	9/16/2020

City of Watertown, New York

\$2,305,000 Public Improvement Refunding (Serial) Bonds, 2020
Refunding of 2008, 2010 and 2011A

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
06/30/2021	500,620.40	157,518.75	658,139.15	671,875.00	13,735.85
06/30/2022	605,956.00	-	605,956.00	618,806.25	12,850.25
06/30/2023	542,683.50	-	542,683.50	557,587.50	14,904.00
06/30/2024	254,634.00	-	254,634.00	267,300.00	12,666.00
06/30/2025	258,134.00	-	258,134.00	267,300.00	9,166.00
06/30/2026	176,400.00	-	176,400.00	183,600.00	7,200.00
Total	\$2,338,427.90	\$157,518.75	\$2,495,946.65	\$2,566,468.75	\$70,522.10

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	72,323.46
Net PV Cashflow Savings @ 2.100%(AIC)	72,323.46
Contingency or Rounding Amount	3,718.48
Net Present Value Benefit	\$76,041.94
Net PV Benefit / \$2,200,000 Refunded Principal	3.456%
Net PV Benefit / \$2,305,000 Refunding Principal	3.299%

Refunding Bond Information

Refunding Dated Date	9/16/2020
Refunding Delivery Date	9/16/2020

City of Watertown, New York

\$2,305,000 Public Improvement Refunding (Serial) Bonds, 2020

Refunding of 2008, 2010 and 2011A

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
02/15/2021	Serial Coupon	0.530%	0.530%	495,000.00	100.000%	495,000.00
02/15/2022	Serial Coupon	0.550%	0.550%	595,000.00	100.000%	595,000.00
02/15/2023	Serial Coupon	0.570%	0.570%	535,000.00	100.000%	535,000.00
02/15/2024	Serial Coupon	0.600%	0.600%	250,000.00	100.000%	250,000.00
02/15/2025	Serial Coupon	0.680%	0.680%	255,000.00	100.000%	255,000.00
02/15/2026	Serial Coupon	0.800%	0.800%	175,000.00	100.000%	175,000.00
Total	-	-	-	\$2,305,000.00	-	\$2,305,000.00

Bid Information

Par Amount of Bonds	\$2,305,000.00
Gross Production	\$2,305,000.00
Total Underwriter's Discount (0.400%)	\$(9,220.00)
Bid (99.600%)	2,295,780.00
Total Purchase Price	\$2,295,780.00
Bond Year Dollars	\$5,264.01
Average Life	2.284 Years
Average Coupon	0.6350268%
Net Interest Cost (NIC)	0.8101783%
True Interest Cost (TIC)	0.8124286%

City of Watertown, New York

\$2,305,000 Public Improvement Refunding (Serial) Bonds, 2020

Refunding of 2008, 2010 and 2011A

Proof of Bond Yield @ 0.6346638%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
09/16/2020	-	1.0000000x	-	-
02/15/2021	500,620.40	0.9973808x	499,309.17	499,309.17
08/15/2021	5,478.00	0.9942258x	5,446.37	504,755.54
02/15/2022	600,478.00	0.9910808x	595,122.21	1,099,877.75
08/15/2022	3,841.75	0.9879457x	3,795.44	1,103,673.19
02/15/2023	538,841.75	0.9848206x	530,662.44	1,634,335.62
08/15/2023	2,317.00	0.9817053x	2,274.61	1,636,610.23
02/15/2024	252,317.00	0.9785999x	246,917.39	1,883,527.62
08/15/2024	1,567.00	0.9755043x	1,528.62	1,885,056.24
02/15/2025	256,567.00	0.9724185x	249,490.50	2,134,546.74
08/15/2025	700.00	0.9693425x	678.54	2,135,225.28
02/15/2026	175,700.00	0.9662762x	169,774.72	2,305,000.00
Total	\$2,338,427.90	-	\$2,305,000.00	-

Derivation Of Target Amount

Par Amount of Bonds	\$2,305,000.00
Original Issue Proceeds	\$2,305,000.00

City of Watertown, New York

\$2,305,000 Public Improvement Refunding (Serial) Bonds, 2020

Refunding of 2008, 2010 and 2011A

Proof of All In Cost (AIC) @ 2.1004777%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
09/16/2020	-	1.0000000x	-	-
02/15/2021	500,620.40	0.9913890x	496,309.55	496,309.55
08/15/2021	5,478.00	0.9810852x	5,374.38	501,683.93
02/15/2022	600,478.00	0.9708886x	582,997.24	1,084,681.17
08/15/2022	3,841.75	0.9607979x	3,691.15	1,088,372.32
02/15/2023	538,841.75	0.9508121x	512,337.27	1,600,709.58
08/15/2023	2,317.00	0.9409301x	2,180.14	1,602,889.72
02/15/2024	252,317.00	0.9311508x	234,945.18	1,837,834.90
08/15/2024	1,567.00	0.9214731x	1,443.95	1,839,278.84
02/15/2025	256,567.00	0.9118960x	233,962.43	2,073,241.28
08/15/2025	700.00	0.9024185x	631.69	2,073,872.97
02/15/2026	175,700.00	0.8930394x	156,907.03	2,230,780.00
Total	\$2,338,427.90	-	\$2,230,780.00	-

Derivation Of Target Amount

Par Amount of Bonds	\$2,305,000.00
Net Issue Proceeds	\$2,230,780.00

City of Watertown, New York

\$2,305,000 Public Improvement Refunding (Serial) Bonds, 2020

Refunding of 2008, 2010 and 2011A

Current Refunding Escrow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
09/16/2020	-	-	-	1.52	-	1.52
10/16/2020	1,361,211.00	0.110%	123.06	1,361,334.06	1,361,334.89	0.69
11/15/2020	865,849.00	0.110%	156.56	866,005.56	866,006.25	-
Total	\$2,227,060.00	-	\$279.62	\$2,227,341.14	\$2,227,341.14	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	1.52
Cost of Investments Purchased with Bond Proceeds	2,227,060.00
Total Cost of Investments	\$2,227,061.52
Target Cost of Investments at bond yield	\$2,225,723.60
Actual positive or (negative) arbitrage	(1,337.92)
Yield to Receipt	0.1095323%
Yield for Arbitrage Purposes	0.6346638%
State and Local Government Series (SLGS) rates for	7/01/2020

City of Watertown, New York

\$2,305,000 Public Improvement Refunding (Serial) Bonds, 2020

Refunding of 2008, 2010 and 2011A

Escrow Summary Cost

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
Escrow								
10/16/2020	SLGS-CI	0.110%	0.110%	100.0000000%	1,361,211	1,361,211.00	-	1,361,211.00
11/15/2020	SLGS-CI	0.110%	0.110%	100.0000000%	865,849	865,849.00	-	865,849.00
Subtotal		-	-	-	\$2,227,060	\$2,227,060.00	-	\$2,227,060.00
Total		-	-	-	\$2,227,060	\$2,227,060.00	-	\$2,227,060.00

Escrow

Cash Deposit	1.52
Cost of Investments Purchased with Bond Proceeds	2,227,060.00
Total Cost of Investments	\$2,227,061.52

Delivery Date 9/16/2020

City of Watertown, New York

\$7,345,000 Public Improvement Serial Bonds, 2008

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
09/16/2020	-	-	-	-	-	-	-
10/16/2020	975,000.00	6,608.33	981,608.33	-	-	-	-
02/15/2021	-	-	-	375,000.00	4.000%	19,500.00	394,500.00
08/15/2021	-	-	-	-	-	12,000.00	12,000.00
02/15/2022	-	-	-	325,000.00	4.000%	12,000.00	337,000.00
08/15/2022	-	-	-	-	-	5,500.00	5,500.00
02/15/2023	-	-	-	275,000.00	4.000%	5,500.00	280,500.00
Total	\$975,000.00	\$6,608.33	\$981,608.33	\$975,000.00	-	\$54,500.00	\$1,029,500.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	9/16/2020
Average Life	1.311 Years
Average Coupon	4.0000003%
Weighted Average Maturity (Par Basis)	1.311 Years
Weighted Average Maturity (Original Price Basis)	1.311 Years

Refunding Bond Information

Refunding Dated Date	9/16/2020
Refunding Delivery Date	9/16/2020

City of Watertown, New York

\$2,225,000 Public Improvement Serial Bonds, 2010

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
09/16/2020	-	-	-	-	-	-	-
10/16/2020	375,000.00	4,726.56	379,726.56	-	-	-	-
12/15/2020	-	-	-	75,000.00	3.250%	7,031.25	82,031.25
06/15/2021	-	-	-	-	-	5,812.50	5,812.50
12/15/2021	-	-	-	75,000.00	3.500%	5,812.50	80,812.50
06/15/2022	-	-	-	-	-	4,500.00	4,500.00
12/15/2022	-	-	-	75,000.00	4.000%	4,500.00	79,500.00
06/15/2023	-	-	-	-	-	3,000.00	3,000.00
12/15/2023	-	-	-	75,000.00	4.000%	3,000.00	78,000.00
06/15/2024	-	-	-	-	-	1,500.00	1,500.00
12/15/2024	-	-	-	75,000.00	4.000%	1,500.00	76,500.00
Total	\$375,000.00	\$4,726.56	\$379,726.56	\$375,000.00	-	\$36,656.25	\$411,656.25

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	9/16/2020
Average Life	2.247 Years
Average Coupon	3.9279972%
Weighted Average Maturity (Par Basis)	2.247 Years
Weighted Average Maturity (Original Price Basis)	2.247 Years

Refunding Bond Information

Refunding Dated Date	9/16/2020
Refunding Delivery Date	9/16/2020

City of Watertown, New York

\$2,175,000 Public Improvement Refunding (Serial) Bonds, 2011A

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
09/16/2020	-	-	-	-	-	-	-
11/15/2020	850,000.00	16,006.25	866,006.25	-	3.250%	16,006.25	16,006.25
05/15/2021	-	-	-	-	-	16,006.25	16,006.25
11/15/2021	-	-	-	155,000.00	3.250%	16,006.25	171,006.25
05/15/2022	-	-	-	-	-	13,487.50	13,487.50
11/15/2022	-	-	-	165,000.00	3.500%	13,487.50	178,487.50
05/15/2023	-	-	-	-	-	10,600.00	10,600.00
11/15/2023	-	-	-	170,000.00	4.000%	10,600.00	180,600.00
05/15/2024	-	-	-	-	-	7,200.00	7,200.00
11/15/2024	-	-	-	180,000.00	4.000%	7,200.00	187,200.00
05/15/2025	-	-	-	-	-	3,600.00	3,600.00
11/15/2025	-	-	-	180,000.00	4.000%	3,600.00	183,600.00
Total	\$850,000.00	\$16,006.25	\$866,006.25	\$850,000.00	-	\$117,793.75	\$967,793.75

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	9/16/2020
Average Life	3.240 Years
Average Coupon	3.8860609%
Weighted Average Maturity (Par Basis)	3.240 Years
Weighted Average Maturity (Original Price Basis)	3.240 Years

Refunding Bond Information

Refunding Dated Date	9/16/2020
Refunding Delivery Date	9/16/2020

City of Watertown, New York

\$2,305,000 Public Improvement Refunding (Serial) Bonds, 2020

Refunding of 2008, 2010 and 2011A

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 2/15/2008 Delivered 2/25/2008							
2008 Bonds	02/15/2021	Serial	Coupon	4.000%	375,000	10/16/2020	100.000%
2008 Bonds	02/15/2022	Serial	Coupon	4.000%	325,000	10/16/2020	100.000%
2008 Bonds	02/15/2023	Serial	Coupon	4.000%	275,000	10/16/2020	100.000%
Subtotal	-	-	-	-	\$975,000	-	-
	-	-	-	-	-	-	-
Dated 6/15/2010 Delivered 6/15/2010							
2010 Bonds	12/15/2020	Serial	Coupon	3.250%	75,000	10/16/2020	100.000%
2010 Bonds	12/15/2021	Serial	Coupon	3.500%	75,000	10/16/2020	100.000%
2010 Bonds	12/15/2022	Serial	Coupon	4.000%	75,000	10/16/2020	100.000%
2010 Bonds	12/15/2023	Serial	Coupon	4.000%	75,000	10/16/2020	100.000%
2010 Bonds	12/15/2024	Serial	Coupon	4.000%	75,000	10/16/2020	100.000%
Subtotal	-	-	-	-	\$375,000	-	-
	-	-	-	-	-	-	-
Dated 4/15/2011 Delivered 4/15/2011							
2011A Bonds	11/15/2021	Serial	Coupon	3.250%	155,000	11/15/2020	100.000%
2011A Bonds	11/15/2022	Serial	Coupon	3.500%	165,000	11/15/2020	100.000%
2011A Bonds	11/15/2023	Serial	Coupon	4.000%	170,000	11/15/2020	100.000%
2011A Bonds	11/15/2024	Serial	Coupon	4.000%	180,000	11/15/2020	100.000%
2011A Bonds	11/15/2025	Serial	Coupon	4.000%	180,000	11/15/2020	100.000%
Subtotal	-	-	-	-	\$850,000	-	-
Total	-	-	-	-	\$2,200,000	-	-

Tabled

July 14, 2020

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business

A request has been submitted by Michael Altieri, P.E., of BCA Architects & Engineers for the above subject zone change request. The Planning Board reviewed the request at its May 5, 2020 meeting and adopted a motion recommending that City Council approve the zone change request as submitted.

The City Council held a public hearing on the request on Monday, June 1, 2020. At that meeting, the City Council tabled action on the zone change ordinance and the State Environmental Quality Review (SEQR) resolution citing the need for additional information to determine the environmental impact of the entire project which includes not only the zone change, but the special use permit and proposed site plan.

According to Section 83 of New York State General City Law, when the City receives a Zone Change Request, the City Council must render a decision within 90 days of receipt. The intent of this is to provide a timely response out of fairness to the applicant. In this case, the applicant submitted the request on April 15, 2020, meaning that the 90-day deadline would have occurred on July 14, 2020. However, it is permissible to waive the deadline by mutual consent of the applicant and the City Council.

Mr. Altieri submitted a letter to Staff dated June 30, 2020 requesting an extension and indicating his intent to submit a site plan to the Planning Board for consideration at its August 4, 2020 meeting. This letter is sufficient to serve as the applicant's consent to waive the 90-day deadline. By continuing to table the Ordinance, the City Council is establishing its consent to waive the deadline.

It is therefore recommended that the ordinance remain on the table, by mutual consent of the applicant and City Council.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000 and 14-21-108.000 from Residence B to Neighborhood Business

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Henry J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

YEA	NAY

Introduced by

Council Member Ryan J. Henry-Wilkinson

BE IT ORDAINED where Michael Altieri, P.E., of BCA Architects & Engineers, has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law, to change the approved zoning classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its May 5, 2020 meeting and adopted a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on June 1, 2020, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zone change according to the requirements of SEQRA, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 shall be changed from Residence B to Neighborhood Business, and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect the zone change, and

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or otherwise printed as the City Manager directs.

Seconded by Council Member Lisa A. Ruggiero



B C A A R C H I T E C T S & E N G I N E E R S

June 30, 2020

**Honorable Mayor and City Council
Engineering Department, Room 305
245 Washington Street
Watertown, NY 13601**

**Re: Sundus and Sarah LLC
Zone Change Application Extension Request
BCA Project No. 2019-110**

Dear Honorable Mayor and City Council:

We are writing you regarding the Zone Change Application proposed for 1348, 1352 and 1356 Washington Street. At their June 1st meeting the City Council tabled the Zone Change Application requesting a full site plan application that fully details the proposed project. We would like to formerly request an extension of the consideration of this Zone Change Application in order to submit a full Site Plan Application for consideration by the City Planning Board. This application is planned for submission for the Board's August 4th, 2020 Meeting.

Please feel free to contact me personally with any questions or concerns.

Very truly yours,

BCA ENGINEERS & ARCHITECTS

Michael D. Altieri, P.E.
Principal/Civil Engineer

Cc: Dr. Abdul Latif – Sundus and Sarah LLC
File

Tabled

July 14, 2020

To: The Honorable Mayor and City Council

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

Subject: Finding That Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business Will Not Have a Significant Impact on the Environment

At its May 5, 2020 meeting, the City Planning Board adopted a motion recommending that the City Council change the approved zoning classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business. The City Council held a public hearing on the request on Monday, June 1, 2020.

At the June 1, 2020 meeting, the City Council tabled action on the State Environmental Quality Review (SEQR) resolution citing the need for additional information to determine the environmental impact of not only the zone change, but the special use permit and proposed site plan.

The applicant has communicated his intention to submit a site plan to the Planning Board for consideration at its August 4, 2020 meeting. It is therefore recommended that the resolution remain on the table.

RESOLUTION

Page 1 of 2

Finding That Changing the Approved Zoning Classification of 1348, 1352, and 1356 Washington St., Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business Will Not Have a Significant Impact on the Environment

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

Council Member Ryan J. Henry-Wilkinson

WHEREAS the City Council of the City of Watertown, New York, has before it an Ordinance for the zone change application submitted by Michael Altieri, P.E., of BCA Architects & Engineers, on behalf of Sundus and Sarah, LLC, to change the approved zoning classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business, and

WHEREAS the applicant’s clients wish to redevelop the subject parcels into a future mixed-use retail, professional services and apartment space, and

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

WHEREAS the approval of the Zone Change, as well as a Special Use Permit and Site Plan Approval for the proposed future mixed-use development, consisting of retail, professional services, apartment space and parking would all constitute such an “Action,” and

WHEREAS the City Council has determined that changing the zoning classification of this property and the proposed future mixed-use retail, professional services and apartment space constitute an Unlisted Action as that term is defined by 6NYCRR Section 617.2 (ak), and

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

WHEREAS to aid the City Council in its determination as to whether the proposed zone change and proposed future development will have a significant impact on the environment, Part 1 of a Short Environmental Assessment Form has been prepared by the applicant, a copy of which is attached and made part of this Resolution,

RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of 1348, 1352, and 1356 Washington St., Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business Will Not Have a Significant Impact on the Environment

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

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

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

Seconded by Council Member Jesse C.P. Roshia

Laid Over Under the Rules

July 15, 2020

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance Amendment – Court Street Bridge Rehabilitation and Coffeen and Massey Streets Resurfacing Project

At the July 6, 2020 meeting, Council did not receive unanimous consent due to Council Member Compo's absence. The resolution associated with the Court Street Bridge Rehabilitation and Coffeen and Massey Streets Resurfacing Project was approved for the supplemental agreement with Fisher Associates for the right-of-way incidentals and acquisitions. City Council needs to consider amending the bond ordinance to finance the project to include the right-of-way and construction phases. A summary of estimated costs is as follows:

Engineering (Fisher Associates)	\$ 402,000	
-Supplemental Agreement #1	101,000	
-Supplemental Agreement #2	<u>200,000</u>	\$ 703,000
Construction estimate		6,925,000
Bonding Fees and Contingency		<u>22,000</u>
Total Estimated Cost		<u>\$ 7,650,000</u>

ORDINANCE

Page 1 of 6

An Ordinance Amending the Ordinance Dated June 4, 2018, as Amended July 15, 2019, Authorizing the Issuance of \$525,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Expand the Purposes Financed to Include Construction and Right-of-Way Acquisitions, to Increase the Period of Probable Usefulness to Fifteen Years, to Increase the Estimated Maximum Cost to \$7,650,000, and to Increase the Amount of Bonds Authorized to \$750,000 to Pay for a Portion of Such Cost

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

YEA	NAY

Introduced by Council Member Ryan J. Henry-Wilkinson

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 July 6, 2020, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Mayor Jeffrey M. Smith, and upon roll being called, the following were

PRESENT: Council Member Ryan J. Henry-Wilkinson, Council Member Jesse C. P. Roshia, Council Member Lisa A. Ruggiero, Mayor Jeffrey M. Smith

ABSENT: Council Member Sarah V. Compo

The following ordinance was offered by Council Member Ryan J. Henry-Wilkinson, who moved its adoption, seconded by Council Member Lisa A. Ruggiero, to wit:

BOND ORDINANCE DATED JULY 6, 2020.

WHEREAS, by ordinance dated June 4, 2018 as amended July 15, 2019 (the "Prior Bond Ordinances"), the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$525,000 bonds of said City to pay the design cost of the rehabilitation of Court Street Bridge and Massey Street and Coffeen Street resurfacing, 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, a specific object or purpose, at an estimated maximum cost of \$525,000, in and for the City of Watertown, Jefferson County, New York; and

WHEREAS, no obligations have been issued under the Prior Bond Ordinances; and

ORDINANCE

Page 2 of 6

An Ordinance Amending the Ordinance Dated June 4, 2018, as Amended July 15, 2019, Authorizing the Issuance of \$525,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Expand the Purposes Financed to Include Construction and Right-of-Way Acquisitions, to Increase the Period of Probable Usefulness to Fifteen Years, to Increase the Estimated Maximum Cost to \$7,650,000, and to Increase the Amount of Bonds Authorized to \$750,000 to Pay for a Portion of Such Cost

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

YEA	NAY

WHEREAS, the Council now wishes to (i) expand the scope of the aforesaid specific object or purpose to include design, right-of-way acquisition, and construction costs for the rehabilitation of Court Street Bridge and the resurfacing of Massey Street and Coffeen Street, 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, (ii) increase the period of probable usefulness of the class of objects or purposes described in the Prior Bond Ordinances to fifteen years pursuant to subdivision ninety-one of paragraph a of Section 11.00 of the Local Finance Law, (iii) increase the estimated maximum cost of the aforesaid specific object or purpose to \$7,650,000, and (iv) authorize the issuance of bonds from \$525,000 to \$750,000, an increase of \$225,000 over that previously authorized, to pay for a portion of said estimated maximum cost; 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, 2 and 3 of the ordinance of this Council dated and duly adopted June 4, 2018, as amended July 15, 2019, authorizing the issuance of \$525,000 bonds to pay the design cost of the rehabilitation of Court Street Bridge and Massey Street and Coffeen Street resurfacing including incidental expenses in connection therewith, a specific object or purpose, at an estimated maximum cost of \$525,000, 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 \$750,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY A PORTION OF THE \$7,650,000 ESTIMATED MAXIMUM COST OF THE DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION COSTS FOR THE REHABILITATION OF COURT STREET BRIDGE AND THE RESURFACING OF MASSEY STREET AND COFFEEN STREET, IN AND FOR SAID CITY.”

....

ORDINANCE

Page 3 of 6

An Ordinance Amending the Ordinance Dated June 4, 2018, as Amended July 15, 2019, Authorizing the Issuance of \$525,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Expand the Purposes Financed to Include Construction and Right-of-Way Acquisitions, to Increase the Period of Probable Usefulness to Fifteen Years, to Increase the Estimated Maximum Cost to \$7,650,000, and to Increase the Amount of Bonds Authorized to \$750,000 to Pay for a Portion of Such Cost

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

“Section 1. For paying a portion of the estimated maximum cost of the design, right-of-way acquisition, and construction costs of the rehabilitation of Court Street Bridge and the resurfacing of Massey Street and Coffeen Street, 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 \$750,000 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 \$7,650,000 and that the plan for the financing thereof is by the issuance of the \$750,000 bonds of said City authorized to be issued pursuant to this bond ordinance, together with such bonds which may be authorized by the Council in future bond ordinances or funds available for such purpose; provided however, that the amount of bonds to be issued shall be reduced by the amount of any federal or State grant funds received therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision ninety-one of paragraph a of Section 11.00 of the Local Finance Law, as each item has a period of probable usefulness of at least fifteen years, pursuant to subdivisions ten, twenty, or twenty-one of paragraph a of Section 11.00 of the Local Finance Law.”

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.

ORDINANCE

Page 4 of 6

An Ordinance Amending the Ordinance Dated June 4, 2018, as Amended July 15, 2019, Authorizing the Issuance of \$525,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Expand the Purposes Financed to Include Construction and Right-of-Way Acquisitions, to Increase the Period of Probable Usefulness to Fifteen Years, to Increase the Estimated Maximum Cost to \$7,650,000, and to Increase the Amount of Bonds Authorized to \$750,000 to Pay for a Portion of Such Cost

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

Table with 2 columns: YEA, NAY. It is currently empty.

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 ordinance is effective immediately.

Unanimous consent could not be obtained due to the absence of Council Member Sarah V. Compo. Therefore, the foregoing ordinance was laid over under the rules.

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 July 20, 2020, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Mayor Jeffrey M. Smith, and upon roll being called, the following were

PRESENT: Council Member Sarah V. Compo, Council Member Ryan J. Henry-Wilkinson, Council Member Jesse C. P. Roshia, Council Member Lisa A. Ruggiero, Mayor Jeffrey M. Smith

ABSENT:

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

Council Member Sarah V. Compo VOTING _____
Council Member Ryan J. Henry-Wilkinson VOTING _____
Council Member Jesse C. P. Roshia VOTING _____
Council Member Lisa A. Ruggiero VOTING _____
Mayor Jeffrey M. Smith VOTING _____

ORDINANCE

Page 6 of 6

An Ordinance Amending the Ordinance Dated June 4, 2018, as Amended July 15, 2019, Authorizing the Issuance of \$525,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Expand the Purposes Financed to Include Construction and Right-of-Way Acquisitions, to Increase the Period of Probable Usefulness to Fifteen Years, to Increase the Estimated Maximum Cost to \$7,650,000, and to Increase the Amount of Bonds Authorized to \$750,000 to Pay for a Portion of Such Cost

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

Table with 2 columns: YEA, NAY. It contains 6 empty rows for recording votes.

conference call, video conference, or other similar means in accordance with the requirements set forth in Executive Order 202.1, as amended.

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

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 July 20, 2020.

City Clerk (CORPORATE SEAL)

Seconded by Council Member Lisa A. Ruggiero

July 15, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Academy Street Playground – Proposed Ribbon Cutting Ceremony

We have tentatively scheduled a ribbon-cutting ceremony for the Academy Street Playground improvements for Monday, August 3, 2020, at 6:00 p.m., if Council Members are available.

July 15, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: School Resource Officer

The Watertown City School District's 2020-21 Budget includes an additional School Resource Officer (SRO). The City Council will recall that an application was submitted for a COPS (Community Oriented Policing Services) grant in March to partially pay for the position. We have not heard yet on whether we were awarded the grant.

The School District pays 75% of the cost of the SRO. The City pays 25% for the summer months. The District has budgeted enough to pay for their share and wants to move ahead with obtaining a second SRO, regardless of whether the grant is received. This officer will be assigned to Case Junior High School.

We are currently in the first year of a three-year agreement with the District for one SRO.

I am requesting confirmation from the City Council that you wish to provide a second SRO without the grant. If the Council wishes to maintain the same number of officers on patrol then one will have to be hired at a net cost of about \$25,000.

If the Council agrees, then a revised agreement with the School District and a City Budget amendment will be prepared for consideration. The State will be providing training for SROs on August 31 to September 4.

July 10, 2020

To: The Honorable Mayor and City Council
From: Scott Weller, Assistant Superintendent of Parks and Recreation
Subject: LiveBarn

We have been approached by the Minor Hockey Association with a request to install LiveBarn at the Arena. LiveBarn provides Live & On Demand broadcasting of amateur and youth sporting events and is available to anyone with a subscription plan. They are currently in over 1000 facilities and provide parents, friends and family the opportunity to watch their child or favorite player when they are not able to attend in person. Subscribers have access to all of Live Barns facilities. Adding this feature to the Arena would provide any user group the possibility of using this service.

How it works:

1. Two cameras are installed. One pointing at the scoreboard, and one automated camera that follows the on ice action.
2. There is no cost to the City and the service can be cancelled at anytime.
3. LiveBarn provides all installation and maintenance. They also provide and maintain a separate internet connection.
4. 30% of local subscriptions are returned to the City, quarterly.
5. Parks & Recreation would have the ability to block out any day or time so that it is not aired.
6. Information about LiveBarn is placed in the Arena and on the website.

In addition to Minor Hockey, it's anticipated that other user groups may want to take advantage of this service. I believe that LiveBarn would be an asset to our facility and would recommend proceeding, pending Council approval.

July 15, 2020

To: The Honorable Mayor and City Council

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

Subject: Amending the City's CDBG Citizen Participation Plan and 2020 CDBG Annual Action Plan for the CARES Act Funding

As part of the Coronavirus Aid, Relief and Economic Security (CARES) Act that Congress passed in late March, the City of Watertown will receive \$541,672 in additional Community Development Block Grant Coronavirus (CDBG-CV) funding. In order to utilize the CDBG-CV funds, the City of Watertown must complete a substantial amendment of the Annual Action Plan for the Federal Fiscal Year 2020. In addition to providing the funding, the CARES Act contains language to waive certain regulatory requirements related to Citizen Participation and Annual Action Plan public comment periods.

The CARES Act loosened certain procedural requirements by waiving the standard 30-day comment period. The waiver allows a comment period of no less than five days in order to program the funding quickly and efficiently. As such, the City needs to amend its Citizen Participation Plan by revising the public comment period for amendments in response to state and national emergencies from 30 calendar days to five calendar days.

The City Council must hold a public hearing for both the amendment to the Citizen Participation Plan as well as for the amendment to the Annual Action Plan. The CARES Act also waived the requirements for these public hearings to be held in-person and permits them to take place virtually if needed for the health and safety of the public.

Staff recommends that the City Council schedule a public hearing for the Citizen Participation Amendment and the Annual Action Plan Amendment. The public hearings will take place both in-person and virtually to allow for the widest range of public participation.

- 1. It is therefore recommended that the City Council schedule a public hearing for 7:15 p.m. on Monday, August 3, 2020 to hear public comments on the proposed amendment to the City's Community Development Block Grant Citizen Participation Plan.**
- 2. It is also recommended that the City Council schedule a public hearing for 7:15 p.m. on Monday, August 3, 2020 to hear public comments on the proposed amendment to the City's Community Development Block Grant 2020 Annual Action Plan related to the CDBG CARES Act Funding.**

Planning staff will schedule the five-day public comment periods for the amendments so they will end on Friday, July 31, 2020. If the City receives public comments on either amendment, the comments will be addressed in the final version of the plan for which they pertain. Staff will present the final documents to City Council for adoption on Monday, August 17, 2020.

July 14, 2020

To: The Honorable Mayor and City Council

From: The Complete Streets Committee (Geoffrey Urda, Planner; Michael Delaney, City Engineer; Patrick Keenan, Superintendent of Public Works; Charles Donoghue, Police Chief; Matthew Roy, Human Resources Manager)

Subject: Grant Street – Complete Streets Recommendation

On January 17, 2017, the City Council adopted a Complete Streets Policy for the City of Watertown. This policy directs Staff to approach every transportation improvement and transportation related project phase as an opportunity to create safer, more accessible streets for all users.

At its July 6, 2020 meeting, the City Council endorsed programming supplemental CDBG funding, awarded via the CARES Act, for installing new sidewalks on Grant Street. This will enable the City to synchronize this project with a planned resurfacing project on Grant Street that was already budgeted in the Capital Improvement Plan.

The Complete Streets Committee recommends a similar narrowing of the curb-to-curb width as it recommended for Pleasant Street North, which the City Council also endorsed at its July 6, 2020 meeting. Grant Street is a primarily residential street in a school zone, thus not a natural street for through traffic, but one with higher pedestrian volumes. The traffic-calming benefits of narrower travel lanes as well as the pedestrian benefits of wider sidewalks are especially pronounced in a school zone.

The proposed change to the cross-section is as follows:

<u>EXISTING</u>	<u>PROPOSED</u>
28' curb-to-curb width	26' curb-to-curb width
Variable margin width (approx 4' to 5')	Variable margin width (approx 5' to 6')
4' wide sidewalks (both sides)	5' wide sidewalks (both sides)

It is important to note, however, that Grant Street has a 50-foot right-of-way, meaning that it would be possible to install five-foot wide sidewalks while maintaining a 28-foot curb-to-curb width. However, the Committee's recommendation is a 26-foot width due to the school zone context.

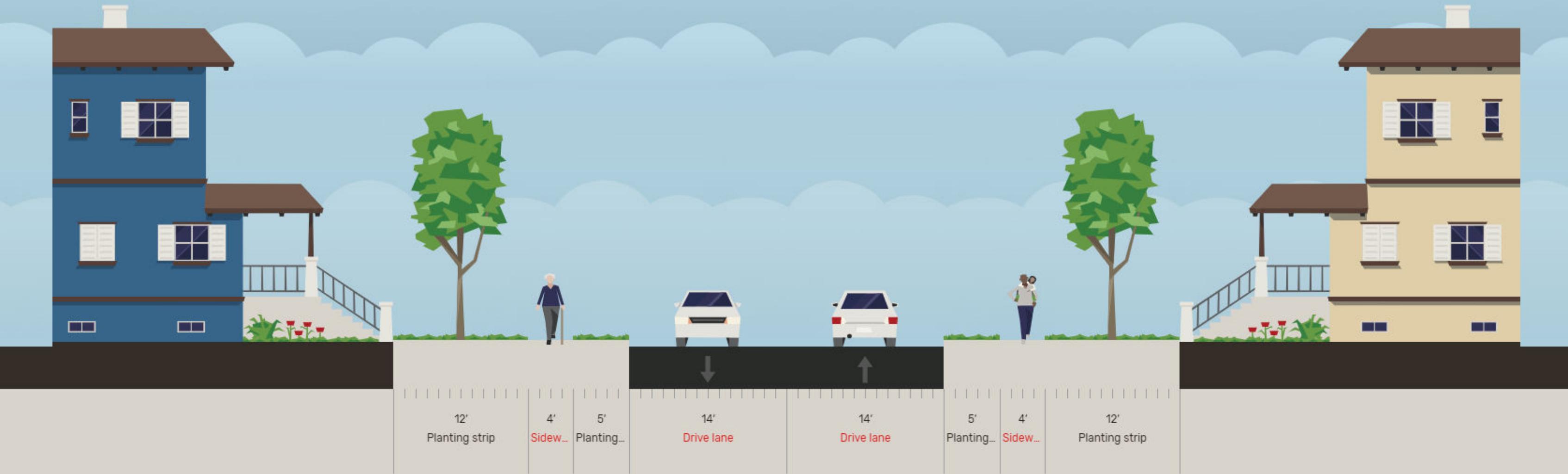
The extra space behind the curb would allow greater flexibility in designing a sidewalk route that would minimize impacts to existing mature trees. An ancillary benefit would be an extra-wide margin for snow storage and tree planting in certain segments.

When the Complete Streets Committee proposed the Pleasant Street North narrowing, City Council directed that Staff send a mailing to every property owner on the Street. Staff is prepared to duplicate that effort for the Grant Street project.

Finally, moving forward, the Complete Streets Committee has the goal of developing benchmark cross-sections for the different classifications of City Streets (Radial Arterial, Radial Collector, Circumferential Collector, Rural Arterial, Local School and Local Residential). These would carry recommendations for characteristics such as lane width, on-street parking, margin width, sidewalk width and more, with the goal of creating context-sensitive guidelines to inform future street projects. Once a draft set of benchmark cross-sections is complete, the Committee would present them to Council, likely at a future work session. Once adopted, these would become guiding principles for vetting future projects for potential improvements.

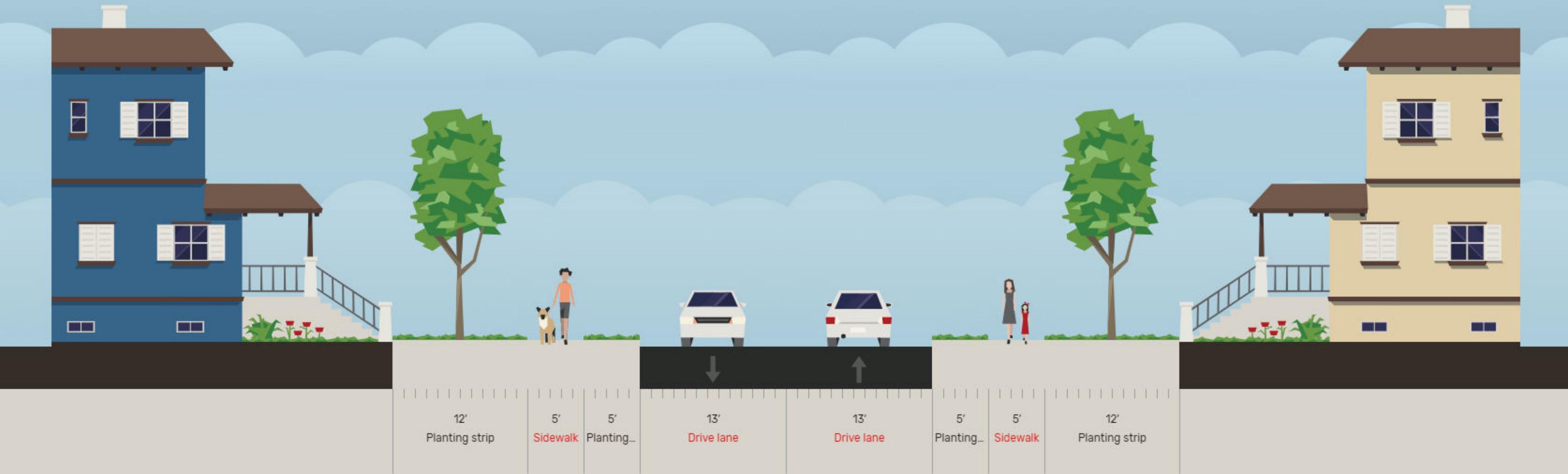
Grant Street (existing)

70' width Add location



Grant Street (proposed)

70' width Add location



July 13, 2020

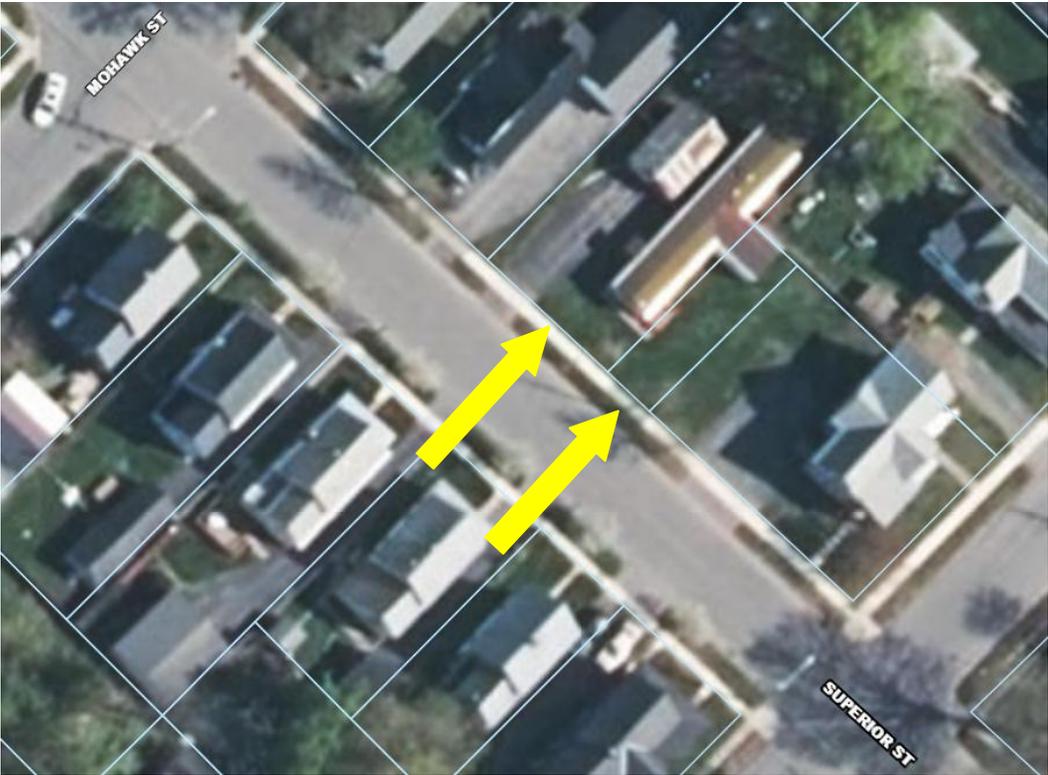
To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Tax sale certificates assignment request

The City has been approached by Karan Garewal requesting to be assigned the following City tax sale certificates which were acquired by the City as the default bidder from the tax sale certificate auction held on June 25, 2020. The total amount of the tax sale certificates is \$45,801.77. If City Council agrees to assign any of the tax sale certificates, the assignment price would also need to include the subsequent months of interest that the City would have earned.

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Property Address</u>	<u>Tax Sale Certificate Amount</u>
01-16-308.000	Donald Averell	850 Superior Street	\$ 969.65
12-05-234.000	Big Windy LP	708 State Street	\$ 2,251.95
06-07-230.000	Mark Bonner	644 Bronson Street	\$ 3,234.88
12-06-320.000	Mark Bonner	113 Rutland Street South	\$ 1,916.72
07-11-210.000	Charity Inc	536 Arsenal Street	\$ 6,033.16
12-09-406.000	Edmund Demattia	315 Hamilton Street South	\$ 3,131.34
06-11-502.001	El Miller Enterprises LLC	805 Huntington Street	\$ 2,054.97
07-01-134.100	Fun Xcape LLC	223 JB Wise Place	\$ 13,297.02
01-17-524.000	Richard Kellar	851 Main Street West	\$ 2,023.86
01-02-104.000	Peter Menard	565 Morrison Street	\$ 990.93
04-03-307.000	Maria Petrie	311 Main Street East	\$ 1,208.99
02-02-121.000	Alfred Rosacia	542 Cooper Street	\$ 6,434.77
11-04-125.000	Andrew Wren	324 Academy Street	\$ 2,253.53
			<u>\$ 45,801.77</u>

Staff does not recommend assigning the tax sale certificate for 850 Superior Street as the City acquired the abutting vacant lot (parcel no. 01-16-307.001) last year from the same property owner for unpaid taxes. There are encroachment issues with the house on 850 Superior Street onto the vacant lot that would be easier to clean up if there was only one party involved.

850 Superior Street



708 State Street



644 Bronson Street (2 houses on parcel)



113 Rutland Street South



536 Arsenal Street



315 Hamilton Street South



805 Huntington Street



223 J B Wise Place



851 Main Street West



565 Morrison Street



311 Main Street East



542 Cooper Street



324 Academy Street



James Mills

From: Karan Garewal [karan.garewal@gmail.com]
Sent: Tuesday, June 30, 2020 5:36 PM
To: James Mills
Cc: Komal Garewal
Subject: Re: Tax sale certificates
Attachments: Waterford 2020 offer.pdf; ProofOfFunds (1).pdf

James, I would like to offer to purchase the liens marked in the enclosed list, proof of funds is enclosed, buyer would be "ETC, Custodian FBO Pratibha Garewal IRA"

Please let me know if you need anything else to get the ball rolling.

Karan Garewal
6 Brentwood Court
Mt. Kisco, NY 10549
Ph 914 242 5464
Cell 914 309 5676
Fax 815 301 2734

On Tue, Jun 30, 2020 at 11:54 AM James Mills <JMills@watertown-ny.gov> wrote:

Sorry for excluding that little detail. Yes the circled ones are the certificates owned by the City and could be assigned to someone else by City Council.

Jim

James E. Mills

City Comptroller

City of Watertown, NY

245 Washington St, St 203

Watertown, NY 13601

ph: [\(315\) 785-7754](tel:(315)785-7754)

fx: [\(315\) 785-7826](tel:(315)785-7826)

jmills@watertown-ny.gov

From: Karan Garewal [mailto:karan.garewal@gmail.com]
Sent: Tuesday, June 30, 2020 11:41 AM
To: James Mills
Subject: Re: Tax sale certificates

Thank you, are the circled ones the liens that the city did not sell and are now available for purchase?

Karan Garewal

6 Brentwood Court
Mt. Kisco, NY 10549
Ph 914 242 5464
Cell 914 309 5676
Fax 815 301 2734

On Tue, Jun 30, 2020 at 11:39 AM James Mills <JMills@watertown-ny.gov> wrote:

Sir-

Attached is the current list of City owned tax sale certificates from last week's auction.

Jim

James E. Mills
City Comptroller
City of Watertown, NY
245 Washington St, St 203
Watertown, NY 13601

FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
40.00X110.00 10-0018-128.000	115 PADDOCK ST NNY LLC 115 PADDOCK ST	3380.17
50.00X135.00 1-0016-108.000	ABBATE GREG M 818 SUPERIOR ST	1223.17
50.00X135.00 1-0016-117.000	ABBATE GREG M M43 ERIE ST	99.20
165.00X207.00 10-0010-120.000	ALLEN MARY E 518 PINE ST	6782.83
9-0019-110.000	ARBEL LLC VL-9 ARSENAL ST .30	826.87
42.00X92.00 1-0014-109.000	ARINES ALEXANDER J 739 MAIN ST W	428.24
75.00X278.00 8-0017-115.000	ARMSTRONG DANIEL G JR 243 WEALTHA AVE	1677.03
8-0050-101.001	ARSENAL HOTEL ADVISORS PROPRTY 1190 ARSENAL ST 3.70	19161.11
215.00X 8-0007-104.000	AUTOZONE INC 1014 ARSENAL ST 1.20	22373.10
49.00X117.00 1-0016-308.000	AVERELL DONALD W 850 SUPERIOR ST	969.65
40.00X138.00 7-0014-112.100	BARRETT JAY E 620 SWAN ST	162.52

FRNTXDPTH PARCEL ID	Owner Location ACRES	T OUTSTANDING
40.00X70.00 1-0010-115.000	BEACH BARBARA J 80 ALEXANDRIA AVE	98.51
30.00X70.00 1-0010-116.000	BEACH BARBARA J 81 ALEXANDRIA AVE	89.38
30.00X70.00 1-0010-117.000	BEACH BARBARA J 82 ALEXANDRIA AVE	89.38
30.00X70.00 1-0010-118.000	BEACH BARBARA J 83 ALEXANDRIA AVE	89.38
30.00X70.00 1-0010-119.000	BEACH BARBARA J 84 ALEXANDRIA AVE	89.38
30.00X70.00 1-0010-120.000	BEACH BARBARA J 85 ALEXANDRIA AVE	89.38
30.00X70.00 1-0010-121.000	BEACH BARBARA J 86 ALEXANDRIA AVE	89.38
66.00X215.00 12-0005-234.000	BIG WINDY LP 708 STATE ST	2251.95 ✓
69.00X165.00 6-0007-230.000	BONNER MARK J 644 BRONSON ST	3234.88 ✓
53.00X82.00 12-0006-320.000	BONNER MARK J 113 RUTLAND ST S	1916.72 ✓
62.00X181.00 12-0004-121.000	BOOTHE B DANIEL JR 634 ACADEMY ST	2522.92

FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
50.00X135.00 6-0016-402.000	BOYNTON BRUCE G 133 INDIANA AVE N	1014.61
55.00X240.00 7-0017-208.000	BOYNTON BRUCE G 730 LAWRENCE ST	1631.45
40.00X152.00 2-0005-239.000	BRODMERKLE CASSANDRA MARIE 670 DAVIDSON ST	1057.66
50.00X164.00 1-0009-223.000	BROSSOIT DAE-SHA 823 MORRISON ST	522.70
60.00X160.00 12-0011-219.000	BUSZAK DAVID 1106 STATE ST	2009.27
50.00X105.00 6-0012-319.000	CAMPANY PATRICIA 325 MCCLELLAND ST	1572.46
43.00X113.00 11-0005-104.000	CASTRO GREGORY 201 WINSLOW ST	817.43
48.00X82.00 7-0011-210.000	CHARITY INC 536 ARSENAL ST	6033.16
22.00X200.00 2-0002-115.000	CHRISTIAN LEA 526 COOPER ST	74.51
22.00X200.00 2-0002-116.000	CHRISTIAN LEA 528 COOPER ST	74.51
50.00X140.00 11-0017-102.000	CORBIN JASON 510 HAMILTON ST S	776.78

FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
63.00X144.00 2-0002-218.000	CORE NORTH COUNTRY INC 211 LYNDE ST W	1843.18
50.00X100.00 1-0003-108.000	CRABBE WILLIAM 715 MORRISON ST	854.28
84.00X165.00 9-0001-127.000	DANIEL DARIUS 529 ARSENAL ST	188.67
2-0001-103.001	DEALMAKER DODGE LLC 235 MAIN AVE	2.32 11273.50
51.00X115.00 12-0009-405.000	DEMATTIA EDMUND H JR 317 HAMILTON ST S	147.28
54.00X170.00 12-0009-406.000	DEMATTIA EDMUND JR 315 HAMILTON ST S	3131.34
74.00X159.00 6-0006-109.000	DOCTEUR RHONDA E 649 BRONSON ST	1579.57
50.00X100.00 2-0010-120.100	DONEY SHANE 76 LERAY ST	.36 308.79
49.00X181.00 12-0005-205.000	DRIVER TYSHAUN 649 BOYD ST	602.07
60.00X85.00 12-0007-301.000	DRUM APARTMENTS LLC 716 ACADEMY ST	928.45
100.00X90.00 6-0011-502.001	EL MILLER ENTERPRISES LLC 805 HUNTINGTON ST	2054.97

FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
41.00X131.00 11-0005-103.000	EMERSON SCOTT W 205 WINSLOW ST	858.08
50.00X115.00 4-0026-308.000	EXFORD JACOB J 8 WATER ST	209.75
50.00X96.00 4-0026-323.000	EXFORD JACOB J 57 SPRING ST	106.14
50.00X98.00 4-0026-324.000	EXFORD JACOB J 56 SPRING ST	106.14
61.00X85.00 7-0007-314.000	FABIANEK PAVEL 400 COFFEEN ST	528.57
93.04X94.00 1-0010-216.100	FAYETTE KERBY A 840 BRADLEY ST	1038.72
66.00X105.00 6-0010-217.000	FITZPATRICK FREDERICK B 244 RUTLAND ST N	983.11
55.00X125.00 13-0001-318.000	FLUNO LEROY D 1010 FRANKLIN ST	1619.20
66.00X108.00 3-0001-419.000	FOSTER RAYMOND E JR 146 MAIN ST E	959.84
61.00X238.00 9-0004-114.000	FRANGIONE JULIE A 610 PINE ST	250.90
60.00X150.00 14-0028-104.000	FREDERICK GLENSY L JR 323 BUTTERFIELD AVE	6741.93

FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
7-0001-134.100	FUN XCAPE LLC 223 J B WISE PL .49	13297.02
92.00X165.00 8-0021-207.000	GALLIGAR DEREK J 822 LAWRENCE ST	854.62
51.00X105.00 10-0003-108.000	GALLIGAR DEREK J 129 ORCHARD ST S	784.56
50.00X129.00 1-0014-104.000	GILL DAVID A 424 MAPLE AVE	1026.59
37.00X198.00 7-0005-237.000	GILLIGAN PATRICK 133 ORCHARD ST N	1311.41
63.00X198.00 7-0005-240.000	GILLIGAN PATRICK M 121 ORCHARD ST N	1121.07
115.00X103.00 1-0001-203.000	GILMORE JASON J 594 MAIN ST W	1363.22
85.00X150.00 2-0003-114.000	GLEN PARK PROPERTIES LLC 409 MAIN ST W .37	348.67
41.00X65.00 2-0003-114.001	GLEN PARK PROPERTIES LLC 403 MAIN ST W	167.05
66.00X150.00 2-0003-115.000	GLEN PARK PROPERTIES LLC 423 MAIN ST W	226.73
40.00X89.00 2-0009-309.000	GRABAN ROBERT B 218 PHELPS ST	2219.54

FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
95.00X76.00 5-0013-215.000	HAMILTON JOAN 239 MONROE AVE	1915.80
36.00X80.00 2-0008-207.000	HARVEY MARK 316 PHELPS ST	524.24
50.00X100.00 12-0012-320.000	HE QING 1106 ACADEMY ST	2518.80
59.00X206.00 1-0015-202.000	HOLDER THOMAS 539 BRADLEY ST	512.99
46.00X85.00 1-0024-213.000	JEFFERS SCOTT G 1108 SHERIDAN ST	572.68
50.00X100.00 1-0024-215.000	JEFFERS SCOTT G 508 WEST ST	706.73
37.00X47.00 1-0002-129.000	KAMPNICH ANDREW J 524 WAITE AVE	1300.18
50.00X158.00 1-0017-524.000	KELLER RICHARD 851 MAIN ST W	2023.86
37.50X50.00 6-0012-101.000	KHALIL MAWAD 1137 BRONSON ST	1223.12
125.00X60.00 6-0012-102.000	KHALIL MAWAD 1135 BRONSON ST	1913.55
60.00X70.00 1-0010-435.000	LARKIN NATHAN Z 610 ALEXANDRIA AVE	514.72

FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
35.00X149.00 9-0004-206.000	LAWRENCE MICHAEL E JR 462 PORTAGE ST	202.15
35.00X150.00 9-0004-207.000	LAWRENCE MICHAEL E JR 464 PORTAGE ST	2350.58
127.00X145.00 14-0035-101.310	LEPINE ROBERT 1311 LOOMUS DR	2183.91
75.00X309.60 14-0035-104.000	LEPINE ROBERT 431 BARBEN AVE	.53 278.75
59.00X106.00 12-0006-201.000	LINFERNAL CRUZ ELLIS MICHAEL 831 ACADEMY ST	2438.96
66.00X215.00 2-0001-304.000	LOBUT DEVELOPMENT LLC 206 MAIN AVE	543.46
2-0001-332.004	LOBUT DEVELOPMENT LLC 202 MAIN AVE	.42 532.79
39.00X80.00 12-0005-101.000	MARTIN CHAD 723 ACADEMY ST	790.62
50.00X100.00 13-0002-305.000	MARTUZAS RICHARD 387 MOFFETT ST	1223.52
7-0014-110.001	MARZANO FRANK V 612 SWAN ST	.20 1631.38
9-0011-117.003	MARZANO PHILIP VL-2 BELLEW AVE S	.93 174.40

FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
39.00X82.00 9-0004-121.000	MASON & ASSOCIATES HOLDINGS LL 461 PORTAGE ST	1757.92
50.00X140.00 3-0013-104.000	MATHURINE KURT II M217 DIVISION ST E	79.27
50.00X145.00 3-0013-107.000	MATHURINE KURT II M214 DIVISION ST E	79.27
1-0022-203.000	MAXSON SHARON 1018 ERIE ST .30	2176.49
50.00X100.00 3-0006-317.000	MCDERMOTT PATRICK M 232 CHARLES ST	1121.61
52.00X195.00 1-0002-104.000	MENARD PETER 565 MORRISON ST	990.93 ✓
32.00X 6-0006-401.001	MILLER ERVIN JR VL-3 HUNTINGTON ST .03	106.14
294.00X50.00 6-0006-402.000	MILLER ERVIN L JR 731 HUNTINGTON ST	686.74
100.00X90.00 6-0011-502.000	MILLER ERVIN L JR 801 HUNTINGTON ST	1572.59
30.00X70.00 1-0010-307.000	MILLER ROY 100 ALEXANDRIA AVE	80.24
30.00X70.00 1-0010-308.000	MILLER ROY 101 ALEXANDRIA AVE	80.24

FRNTXDPTH PARCEL ID	Owner Location ACRES	T OUTSTANDING
51.00X72.00 7-0012-114.000	MORGIA PETER J 192 CEDAR ST	3808.35
13-0007-111.000	MORRISON DAVID A 242 THOMPSON BLVD	.51 2311.91
66.00X170.00 12-0006-319.000	MORZOCCHI MARCO J 119 RUTLAND ST S	870.49
50.00X120.00 5-0001-316.000	MUNSON REGINALD G 127 MICHIGAN AVE	1360.17
50.00X135.00 5-0012-116.000	NI DONGCHU 237 PEARL AVE N	1059.47
154.00X340.00 8-0006-105.000	NORTHLAND OPERATIONS LTD 173 ELY ST	1.07 3197.78
60.00X200.00 8-0015-115.000	NORTHLAND OPERATIONS LTD 925 COFFEEN ST	1017.21
58.00X45.00 10-0012-114.000	NORTHLAND OPERATIONS LTD 472 PADDOCK ST	171.74
26.00X87.00 10-0012-117.000	NORTHLAND OPERATIONS LTD 525 MASSEY ST S	2089.80
66.00X165.00 10-0012-118.000	NORTHLAND OPERATIONS LTD 519 MASSEY ST S	273.29
53.00X110.00 12-0017-112.000	NORTHLAND OPERATIONS LTD 109 SPRING AVE	1758.21

FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
61.00X107.00 12-0017-113.000	NORTHLAND OPERATIONS LTD 1650 STATE ST	3560.41
54.00X117.00 12-0017-114.000	NORTHLAND OPERATIONS LTD 1654 STATE ST	3502.52
55.00X100.00 4-0019-507.000	NORTON ELIZABETH 37 WISE ST	77.97
77-0001-1.100	NY CENTRAL LINES LLC 1 CONRAIL 61.39	13377.82
41.00X240.00 7-0011-106.000	O'BRYAN PATRICK 139 MEADOW ST N	1203.43
6-0005-201.000	ONONDAGA DEVELOPMENT LLC 559 FACTORY ST 1.00	1823.37
50.00X150.00 12-0012-321.000	PARKER ROSEMARY B 1110 ACADEMY ST	471.48
66.00X198.00 9-0014-111.000	PARO TRAVIS T 170 DUFFY ST	1686.23
128.00X70.00 6-0006-325.000	PECORI ROBERT 341 LEE ST	562.30
33.00X48.00 1-0002-127.000	PEREZ RAMIREZ EDUARDO ROLANDO 520 WAITE AVE	502.62
45.00X100.00 4-0003-307.000	PETRIE MARIA A 311 MAIN ST E	1208.99



FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
70.00X88.00 3-0004-119.000	PISTOLESE MICHAEL A JR 140 ST MARY ST	678.45
45.00X60.00 12-0010-204.001	POWELL PATRICIA A 218 PLEASANT ST S	106.40
180.00X170.00 14-0046-107.000	PRIME LLC VL-2 IVES ST	1018.85
90.00X227.00 10-0013-207.000	PYE JEAN R 314 PADDOCK ST	5531.83
57.00X322.00 9-0011-116.000	REEF PROPERTIES INC 168 SMITH ST	.38 410.08
54.00X96.00 2-0002-219.000	RELEVANT CHURCH OF GOD 207 LYNDE ST W	460.34
46.00X198.00 7-0005-223.000	RJL C21 ENTERPRISE CORP 156 MEADOW ST N	1426.61
42.23X181.50 7-0005-113.000	RJL C21 ENTERPRISES CORP 138 ORCHARD ST N	1669.10
56.00X80.00 10-0011-126.000	RJL C21 ENTERPRISES CORP 409 MASSEY ST S	1797.59
60.00X165.00 9-0001-217.000	RJLC21 ENTERPRISES CORP 537 STONE ST	1934.38
40.00X221.00 6-0013-204.000	ROBERTS MICHAEL J 1123 GILL ST	1349.67

FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
50.00X117.00 12-0011-119.000	ROBINSON GEORGE D IV 1102 BOYD ST	2442.12
150.00X152.00 8-0018-312.100	ROMEO AUGUSTINE A 1171 COFFEEN ST	1976.34
55.00X112.00 8-0040-102.000	ROMEO AUGUSTINE A 1179 COFFEEN ST	539.81
70.00X84.00 2-0002-121.000	ROSACIA ALFRED 542 COOPER ST	6434.77
8-0040-101.001	ROUTE 57 DEVELOPMENT LLC VL COLLEGE HTS .80	893.91
30.00X156.00 3-0002-121.000	SCHEFFNER MARK F 280 MAIN ST E	1307.67
40.00X75.00 3-0001-107.000	SCHEFFNER SUSAN 252 MOULTON ST	1785.69
49.00X125.00 13-0003-103.000	SHAMBO BENJAMIN A 1012 GOTHAM ST	2387.15
163.00X350.00 7-0007-301.000	SIZELAND BRETT 300 COFFEEN ST	4830.29
8-0006-103.111	SJSE LLC VL-5 ELY ST .22	308.79
64.00X88.00 10-0003-221.000	SKELLEN HOLDINGS INC 405 ARSENAL ST	2626.99

FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
50.00X94.00 4-0026-322.000	ST MICHAEL PROPERTIES 58 SPRING ST	106.14
28.00X44.00 2-0001-315.000	ST MICHAEL PROPERTIES, INC 237 MAIN ST W	127.47
30.00X100.00 11-0004-201.000	STRICKLAND PENELOPE A 319 ACADEMY ST	1617.29
50.00X96.00 7-0006-210.000	SWARTZ ERIC 220 MEADOW ST N	964.73
40.00X175.00 9-0001-105.000	SWARTZ ERIC 120 MEADOW ST S	928.37
50.00X91.00 1-0004-135.000	SWARTZ ERIC T 411 BINSSE ST	269.97
47.00X117.00 6-0004-116.000	SWEET SAMANTHA M 516 JEFFERSON ST	1355.96
50.00X130.00 11-0012-102.000	TAYLOR ROBERT M 179 PARK AVE	2226.59
52.00X80.00 6-0004-106.000	TIBBLES TROY 525 OLIVE ST	.19 484.46
42.00X82.00 6-0004-105.000	TIBBLES TROY B 529 OLIVE ST	429.98
8-0040-101.014	TOPED DEVELOPMENT LLC VL FAICHNEY DR	2.04 1863.00

FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
38.00X78.00 6-0006-313.100	TOWNE PATRICK 358 HIGH ST .06	276.39
89.00X80.00 6-0006-314.100	TOWNE PATRICK 366 HIGH ST	1061.85
82.00X94.00 6-0013-107.000	URBAN JOANNE 258 CALIFORNIA AVE N	2752.63
70.00X110.00 6-0016-409.000	VALDEZ SONNY G 1165 STATE ST	2318.90
50.00X110.00 4-0019-605.000	VINCENT RANDY 686 FLOWER ST	957.89
50.00X109.00 11-0008-136.000	WADE ROBERT L 350 WINSLOW ST	710.18
7-0010-101.000	WATERTOWN SPRING SERVICES INC 445 COFFEEN ST 1.90	9103.04
50.00X100.00 3-0005-401.000	WEAVER THOMAS M 621 ADDISON ST	372.89
30.00X60.00 6-0013-213.000	WEBSTER GREGORY K 256 PLEASANT ST N	388.46
36.00X72.00 12-0009-305.000	WEED KEVIN 921 RIGGS AVE	487.42
50.00X125.00 5-0005-123.000	WELCH BEVERLY J 390 MICHIGAN AVE N	1242.28

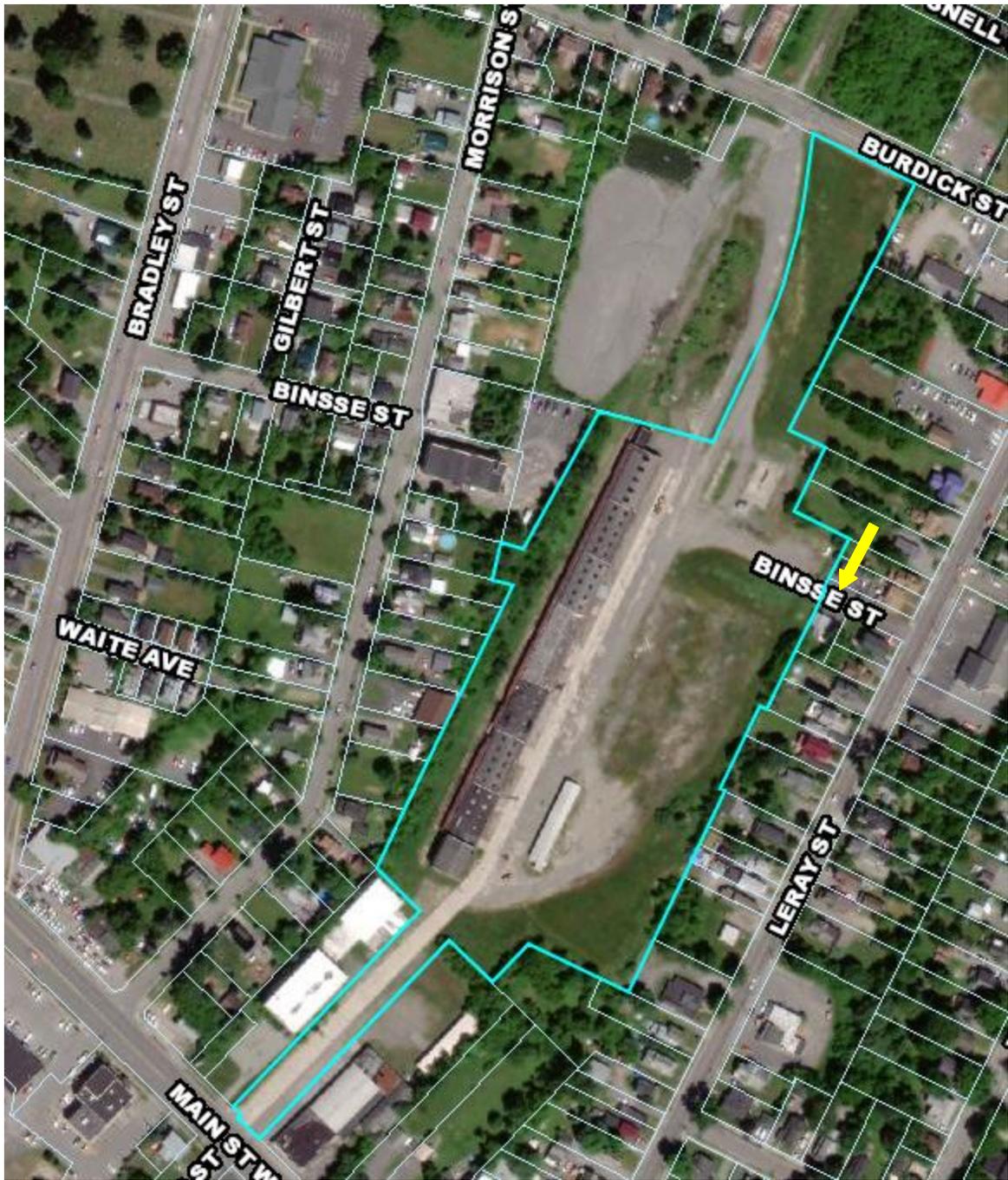
FRNTXDPH PARCEL ID	Owner Location ACRES	T OUTSTANDING
210.00X86.00 1-0013-345.000	WIDRICK WAYNE 673 PAMELIA AVE	565.75
43.00X190.00 11-0004-125.000	WREN ANDREW 324 ACADEMY ST	2253.53
57.00X82.00 11-0008-213.000	WREN ANDREW A 531 HAMLIN ST	2377.79
150.00X67.00 4-0004-431.000	YOUNG JACOB 754 CLEVELAND ST	704.13
20.00X66.00 6-0006-120.000	YOUNGS DANYON L 607 BRONSON ST	1310.91
GRAND TOTALS		302143.67

July 13, 2020

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Tax Sale Certificate Assignment Request – 411 Binsse Street

The City has been approached by Dennis Esch requesting to be assigned the City's tax sale certificate to 411 Binsse Street. The tax sale certificate in the amount of \$269.97 was acquired by the City as the default bidder from the tax sale certificate auction held on June 25, 2020. Mr. Esch owns 570 Main Street West.





James Mills

From: Dennis. Esch [d.leroyesch@outlook.com]
Sent: Sunday, June 28, 2020 8:27 AM
To: James Mills
Subject: 411 Binsse St.

Mr. Mills: I missed the tax sale last week and was wondering if 411 Binsse St taxes had been bought. I would buy them if they are still available. Thanks for your help. Dennis Esch d.leroyesch@outlook.com

Sent from [Mail](#) for Windows 10



Property Description Report For: 411 Binsse St, Municipality of City of Watertown



Status: Active
Roll Section: Taxable
Swis: 221800
Tax Map ID #: 1-04-135.000
Account #: 02007790
Property Class: 210 - 1 Family Res
Site: RES 1
In Ag. District: No
Site Property Class: 210 - 1 Family Res
Zoning Code: NB - Nbhd Business
Neighborhood Code: 00608
School District: Watertown
Total Assessment: 2020 - \$23,700
2019 - \$23,700

Total Acreage/Size: 50 x 91
Land Assessment: 2020 - \$6,800
2019 - \$6,800
Full Market Value: 2020 - \$25,761
2019 - \$25,750
Equalization Rate: ----
Deed Book: 2019
Grid East: 996902

Property Desc: 50x91 104135
Deed Page: 15663
Grid North: 1452777

Area

Living Area: 896 sq. ft.
Second Story Area: 0 sq. ft.
Additional Story Area: 0 sq. ft.
Finished Basement: 0 sq. ft.
Finished Rec Room: 0 sq. ft.
First Story Area: 736 sq. ft.
Half Story Area: 160 sq. ft.
3/4 Story Area: 0 sq. ft.
Number of Stories: 1.5
Finished Area Over Garage: 0 sq. ft.

Structure

Building Style: Old style
Bedrooms: 2
Fireplaces: 0
Porch Type: 0
Basement Garage Cap: 0
Overall Condition: Fair
Year Built: 1901
Bathrooms (Full - Half): 1 - 0
Kitchens: 1
Basement Type: Full
Porch Area: 0.00
Attached Garage Cap: 0.00 sq. ft.
Overall Grade: Economy

Owners

Eric T Swartz
16204 County Route 156
Watertown NY 13601

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
9/20/2019	\$30,000	210 - 1 Family Res	Land & Building	Paige, James D	Yes	No	No	2019/15663
2/26/2016	\$0	210 - 1 Family Res	Land & Building	Alberry, Wendall	No	No	No	2016/3107
6/27/1995	\$1,233	210 - 1 Family Res	Land & Building	City of Watertown	No	No	No	2016/403

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec	Heat Type:	Hot air
Fuel Type:	Natural Gas	Central Air:	No

Improvements

Structure	Size	Grade	Condition	Year
Shed-machine	17 x 12	Average	Fair	1901

Land Types

Type	Size
Primary	50 x 91

Taxes

Year	Description	Amount
2020	City	\$353.80
2020	County	\$189.79
2019	City	\$208.17
2019	County	\$180.37
2019	School	\$249.75

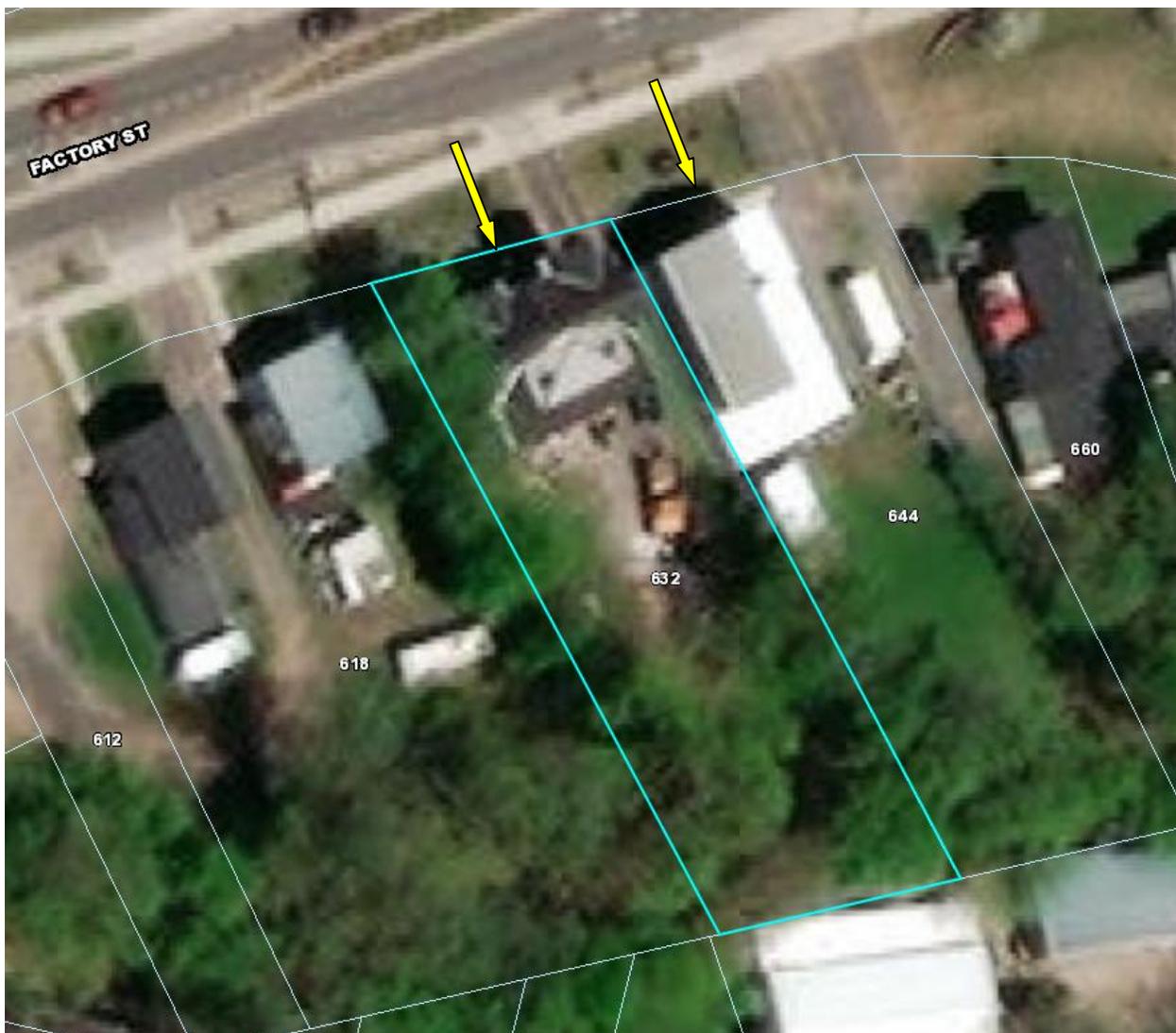
*** Taxes reflect exemptions, but may not include recent changes in assessment.**

July 13, 2020

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Property Purchase Offer – 632 Factory Street

The City has been approached by Travis Ryor requesting to purchase 632 Factory Street for \$2,000. Travis Ryor owns an abutting property located at 644 Factory Street. The City acquired the parcel in June 2019 as a result of its tax sale certificate process and has subsequently demolished the two-family house.

To be fair to all possible interested parties, I recommend that this parcel be included in the next property auction with the minimum price being set at the attached offer of \$2,000.



Travis Ryor

644 Factory Street
Watertown, NY 13601
(315)681-7264

May 31, 2020

Watertown City Assessor / Comptrollers
245 Washington Street #203
Watertown, NY 13601

Dear Reader,

I was interested in purchasing the property of 632 Factory Street Watertown, NY 13601. I understand that the City of Watertown owns the property at this time, so if possible, I would like to offer to buy the property from them.

I own the property next door at 644 Factory Street Watertown, NY 13601, so I would like to own 632 Factory Street Watertown, NY 13601 property too so my family can have more property to enjoy. If the city allows it, I was thinking of building a garage on the property.

I would like to offer \$2000.00 for the property. I hope that you take my offer into consideration while deciding what to do with the property.

Best regards,



Travis Ryor

July 13, 2020

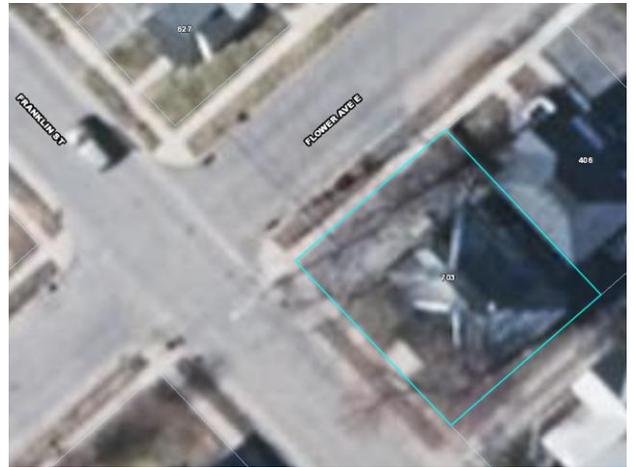
To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Property Purchase Offer – 135 North Rutland Street and 703 Franklin Street

The City has received the attached request from Patrick O'Connor for 135 North Rutland Street and 703 Franklin Street. The City acquired the parcels as a result of its tax sale certificate process from Mr. O'Connor, who has an unrecorded deed from when he foreclosed on Ricky Frazier (owner of record). The amount owed at the tax sale certificate deadline was \$10,596.45 for 135 North Rutland and \$9,744.24 for 703 Franklin Street. Mr. O'Connor did not receive the proper notification of the deadline but did not appear at the Comptroller's office until the deadline date. He only had a personal check and his bank would not provide him a certified check.

703 Franklin Street



135 Rutland Street North



TIMOTHY A. FARLEY, P.C.
ATTORNEY AT LAW

TINA M. SOUKUP
Paralegal/Administrator

514 State Street
Carthage, NY 13619
315-493-9373
Fax 315-493-9390

WATERTOWN
1717 State Street
Watertown, NY 13601
315-788-2233
Fax 315-788-3289

PARALEGALS

GINA M. BROTHERTON
REBECCA A. KNIGHT
ROBIN A. BARBARITO
CHRISTINA DOROHA

July 1, 2020

James Mills
City Comptroller
245 Washington Street
203
Watertown, NY 13601

Dear Mr. Mills,

Thank you very much for alerting us to the fact that Patrick G. O'Connor was in danger of losing his Real Property in the City of Watertown. After your notification, Mr. O'Connor immediately tried to obtain funds necessary to redeem the properties by close of business. Unfortunately, he was not able to do so.

Mr. O'Connor now has secured monies that would be in an amount necessary to redeem 135 North Rutland Street and 703 Franklin Street.

It is to my understanding that the City Council may be able to grant Mr. O'Connor the right to redeem these properties despite the passage of the deadline.

If this is true, I ask for this to be presented to the City Council for their review and action as soon as possible.

Mr. O'Connor assures me that he has the monies to redeem these two properties and he is very anxious to do so.

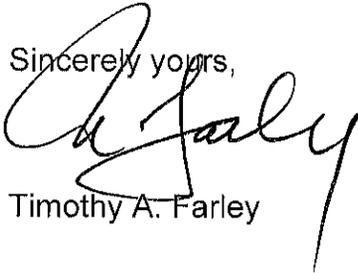
As you know Mr. O'Connor is a retired man who recently suffered a stroke. He has recovered from the stroke but his ability to concentrate on business has been affected.

With these properties, his intent is to fix them up and to sell them.

Please let me know if there is any other information you need in order to put this before the City Council.

Thank you.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Timothy A. Farley". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

Timothy A. Farley

TAF:kmc



Property Description Report For: 135 Rutland St N, Municipality of City of Watertown



Status: Active
Roll Section: Taxable
Swis: 221800
Tax Map ID #: 6-08-167.000
Account #: 17097810
Property Class: 411 - Apartment
Site: COM 1
In Ag. District: No
Site Property Class: 411 - Apartment
Zoning Code: RC - Residential C
Neighborhood Code: 00708
School District: Watertown
Total Assessment: 2020 - \$89,100
2019 - \$89,100
Property Desc: 66x165 608167
Deed Page: 17376
Grid North: 1448467

Total Acreage/Size: 66 x 165
Land Assessment: 2020 - \$8,600
2019 - \$8,600
Full Market Value: 2020 - \$96,848
2019 - \$96,850
Equalization Rate: ----
Deed Book: 2012
Grid East: 1000596

Owners

Ricky E Frazier
23960 White Rd
Watertown NY 13601-5272

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Add. Parcels	Deed Book and Page
10/15/2012	\$170,000	411 - Apartment	Land & Building	O'connor, Patrick G	No	Yes	Yes	2012/17376
9/1/1993	\$60,000	411 - Apartment	Land & Building	Bisnett, Harry F	Yes	Yes	No	1364/184

Utilities

Sewer Type: Comm/public
Utilities: Gas & elec
Water Supply: Comm/public

Inventory

Overall Eff Year Built: 0
Overall Grade: Average
Overall Condition: Normal
Overall Desirability: 2

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
0	0	0	0	Unfinished	1950	Normal	Average	3837	2

Site Uses

Use	Rentable Area (sqft)	Total Units
Convrted apt	3,837	4

Improvements

Structure	Size	Grade	Condition	Year
Porch-enclsd	50.00 sq ft	Average	Normal	1950
Porch-enclsd	120.00 sq ft	Average	Normal	1950
Porch-coverd	160.00 sq ft	Average	Normal	1950
Porch-enclsd	152.00 sq ft	Average	Normal	1950
Barn-2.0 gen	0 x 0	Average	Fair	1880

Land Types

Type	Size
Primary	66 x 165

Taxes

Year	Description	Amount
2020	City	\$1,212.25
2020	County	\$713.51
2019	City	\$2,843.72
2019	County	\$678.09
2019	School	\$938.93

*** Taxes reflect exemptions, but may not include recent changes in assessment.**



Property Description Report For: 703 Franklin St, Municipality of City of Watertown



Status: Active
Roll Section: Taxable
Swis: 221800
Tax Map ID #: 12-07-321.000
Account #: 06039430
Property Class: 220 - 2 Family Res
Site: RES 1
In Ag. District: No
Site Property Class: 220 - 2 Family Res
Zoning Code: RB - Residential B
Neighborhood Code: 00506
School District: Watertown
Total Assessment: 2020 - \$110,200
2019 - \$110,200

Total Acreage/Size: 62 x 54
Land Assessment: 2020 - \$7,900
2019 - \$7,900
Full Market Value: 2020 - \$119,783
2019 - \$119,800
Equalization Rate: ----
Deed Book: 2012
Grid East: 999651

Property Desc: 62x54 1207321
Deed Page: 17376
Grid North: 1446718

Area

Living Area: 1,976 sq. ft.
Second Story Area: 988 sq. ft.
Additional Story Area: 0 sq. ft.
Finished Basement: 0 sq. ft.
Finished Rec Room: 0 sq. ft.
First Story Area: 988 sq. ft.
Half Story Area: 0 sq. ft.
3/4 Story Area: 0 sq. ft.
Number of Stories: 2
Finished Area Over Garage: 0 sq. ft.

Structure

Building Style: Old style
Bedrooms: 4
Fireplaces: 0
Porch Type: Porch-covered
Basement Garage Cap: 0
Overall Condition: Normal
Year Built: 1880
Bathrooms (Full - Half): 2 - 0
Kitchens: 2
Basement Type: Full
Porch Area: 316.00
Attached Garage Cap: 0.00 sq. ft.
Overall Grade: Good

Owners

Ricky E Frazier
23960 White Rd
Watertown NY 13601-5272

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
10/15/2012	\$170,000	220 - 2 Family Res	Land & Building	O'connor, Patrick G/Arlene	No	Yes	Yes	2012/17376
6/1/1993	\$19,368	210 - 1 Family Res	Land & Building	Carthage, Fed Savings	No	No	No	1349/197

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec	Heat Type:	Hot air
Fuel Type:	Natural Gas	Central Air:	No

Improvements

Structure	Size	Grade	Condition	Year
Porch-coverd	316.00 sq ft	Average	Normal	1880
Porch-enclsd	4 × 11	Average	Normal	1880

Land Types

Type	Size
Primary	62 × 54

Taxes

Year	Description	Amount
2020	City	\$2,012.50
2020	County	\$882.48
2019	City	\$1,817.09
2019	County	\$838.67
2019	School	\$1,161.28

*** Taxes reflect exemptions, but may not include recent changes in assessment.**

July 10, 2020

To: The Honorable Mayor and City Council
 From: James E. Mills, City Comptroller
 Subject: Sales Tax Revenue – June 2020

Sales tax revenue was up \$393,746 or 21.12% compared to last June. In comparison to the original budget projection for the month, sales tax was up \$157,017 or 7.47%. The year-to-date actual receipts are up \$252,709 or 1.35%, while the year-to-date receipts on a budget basis are down \$316,220 or 1.64%.

From the County's sales tax distribution the State withheld \$314,650 from November's distribution and \$176,027 from May's distribution to cover the State's appropriation of \$490,677 for AIM related payments to Jefferson County towns and villages that were initially cut in the State's FY 2020 Budget. Therefore the, the City was shorted \$117,762 (\$75,516 in November and \$42,246 in May) to fund the State's AIM payments.

	<u>Actual 2016-17</u>	<u>Actual 2017-18</u>	<u>Actual 2018-19</u>	<u>Actual 2019-20</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,536,214	\$ 1,573,554	\$ 1,606,413	\$ 1,763,856	\$ 157,443	9.80%	
August	\$ 1,435,666	\$ 1,498,230	\$ 1,573,047	\$ 1,763,893	\$ 190,846	12.13%	
September	\$ 1,982,777	\$ 1,918,505	\$ 2,226,468	\$ 2,129,882	\$ (96,586)	(4.34%)	4.66%
October	\$ 1,295,166	\$ 1,381,534	\$ 1,423,970	\$ 1,499,868	\$ 75,898	5.33%	
November	\$ 1,355,551	\$ 1,435,650	\$ 1,466,279	\$ 1,410,364	\$ (55,915)	(3.81%)	
December	\$ 1,752,250	\$ 1,754,106	\$ 1,718,512	\$ 1,868,004	\$ 149,492	8.70%	3.68%
January	\$ 1,363,372	\$ 1,360,442	\$ 1,384,533	\$ 1,436,294	\$ 51,760	3.74%	
February	\$ 1,087,663	\$ 1,163,558	\$ 1,149,846	\$ 1,203,572	\$ 53,726	4.67%	
March	\$ 1,548,314	\$ 1,511,911	\$ 1,420,276	\$ 1,750,746	\$ 330,470	23.27%	11.02%
April	\$ 1,313,100	\$ 1,392,815	\$ 1,410,924	\$ 988,797	\$ (422,127)	(29.92%)	
May	\$ 1,325,536	\$ 1,383,659	\$ 1,501,095	\$ 925,025	\$ (576,046)	(38.38%)	
June	\$ 1,821,198	\$ 2,051,011	\$ 1,864,710	\$ 2,258,456	\$ 393,746	21.12%	(12.65%)
YTD	\$ 17,816,807	\$ 18,424,974	\$ 18,746,071	\$ 18,998,780	\$ 252,709	1.35%	

	<u>Original Budget 2019-20</u>	<u>Actual 2019-20</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 1,650,196	\$ 1,763,856	\$ 113,660	6.89%	
August	\$ 1,616,330	\$ 1,763,893	\$ 147,563	9.13%	
September	\$ 2,279,552	\$ 2,129,882	\$ (149,670)	(6.57%)	2.01%
October	\$ 1,465,016	\$ 1,499,868	\$ 34,852	2.38%	
November	\$ 1,507,960	\$ 1,410,364	\$ (97,596)	(6.47%)	
December	\$ 1,763,976	\$ 1,868,004	\$ 104,028	5.90%	0.87%
January	\$ 1,424,988	\$ 1,436,294	\$ 11,306	0.79%	
February	\$ 1,186,780	\$ 1,203,572	\$ 16,792	1.41%	
March	\$ 1,461,267	\$ 1,750,746	\$ 289,479	19.81%	7.80%
April	\$ 1,433,395	\$ 988,797	\$ (444,598)	(31.02%)	
May	\$ 1,424,101	\$ 925,048	\$ (499,052)	(35.04%)	
June	\$ 2,101,439	\$ 2,258,456	\$ 157,017	7.47%	(15.86%)
YTD	\$ 19,315,000	\$ 18,998,780	\$ (316,220)	(1.64%)	

July 10, 2020

To: The Honorable Mayor and City Council
 From: James E. Mills, City Comptroller
 Subject: Sale of Surplus Hydro-electricity – June 2020

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last June, the sale of surplus hydro-electric power on an actual to actual basis was down \$733,950 or 93.19%. In comparison to the budget projection for the month, revenue was down \$285,309 or 84.17%. The year-to-date actual revenue is down \$198,312 or 4.55%, while the year-to-date revenue on a budget basis is up \$258,958 or 6.65%. The hydro-electric facility was planned to be shut down in August and September for planned capital improvements. It was shut down in late October – early November for the installation of the excitation system.

	<u>Actual</u> <u>2016-17</u>	<u>Actual</u> <u>2017-18</u>	<u>Actual</u> <u>2018-19</u>	<u>Actual</u> <u>2019-20</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 73,815	\$ 644,519	\$ 4,063	\$ 265,466	\$ 261,402	6,433.13%
August	\$ 278,611	\$ 308,911	\$ 1,201	\$ 13,330	\$ 12,129	1,009.80%
September	\$ 22,118	\$ 129,629	\$ 46,149	\$ 125,102	\$ 78,953	171.08%
October	\$ 208,586	\$ 219,082	\$ 323,260	\$ 222,218	(\$101,043)	(31.26%)
November	\$ 396,753	\$ 610,656	\$ 572,955	\$ 554,930	(\$ 18,025)	(3.15%)
December	\$ 470,259	\$ 332,344	\$ 249,645	\$ 406,126	\$ 156,482	62.68%
January	\$ 481,938	\$ 243,768	\$ 171,405	\$ 416,391	\$ 244,985	142.93%
February	\$ 325,684	\$ 353,929	\$ 311,149	\$ 217,222	(\$ 93,927)	(30.19%)
March	\$ 418,328	\$ 587,558	\$ 403,524	\$ 745,936	\$ 342,412	84.86%
April	\$ 688,018	\$ 728,661	\$ 673,362	\$ 752,511	\$ 79,149	11.75%
May	\$ 711,278	\$ 584,892	\$ 809,967	\$ 383,085	(\$426,881)	(52.70%)
June	<u>\$ 681,514</u>	<u>\$ 59,631</u>	<u>\$ 787,591</u>	<u>\$ 53,641</u>	<u>(\$733,950)</u>	<u>(93.19%)</u>
YTD	<u>\$4,756,903</u>	<u>\$4,803,579</u>	<u>\$4,354,270</u>	<u>\$4,155,958</u>	<u>(\$198,312)</u>	<u>(4.55%)</u>

	<u>Original</u> <u>Budget</u> <u>2019-20</u>	<u>Actual</u> <u>2019-20</u>	<u>Variance</u>	<u>%</u>
July	\$ 34,564	\$ 265,466	\$ 230,902	668.04%
August	\$ -	\$ 13,330	\$ 13,330	N/A
September	\$ -	\$ 125,102	\$ 125,102	N/A
October	\$ 344,902	\$ 222,218	(\$122,684)	(35.57%)
November	\$ 491,694	\$ 554,930	\$ 63,236	12.86%
December	\$ 419,771	\$ 406,126	(\$ 13,645)	(3.25%)
January	\$ 314,882	\$ 416,391	\$ 101,509	32.24%
February	\$ 264,381	\$ 217,222	(\$ 47,159)	(17.84%)
March	\$ 439,005	\$ 745,936	\$ 306,931	69.92%
April	\$ 657,489	\$ 752,511	\$ 95,022	14.45%
May	\$ 591,362	\$ 383,085	(\$208,277)	(35.22%)
June	<u>\$ 338,950</u>	<u>\$ 53,641</u>	<u>(\$285,309)</u>	<u>(84.17%)</u>
YTD	<u>3,897,000</u>	<u>\$4,155,958</u>	<u>\$ 285,958</u>	<u>6.65%</u>