

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, August 20, 2018

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, August 20, 2018, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Authorizing Acceptance of Federal Emergency Management Agency (FEMA) Firefighters Assistance Grant (AFG), Fire Department
- Resolution No. 2 - Authorizing Assignment of City-owned Tax Sale Certificate on Parcel Number 06-13-111.000 Known as M23 California Avenue to JoJo Israel, 1142 Bronson Street, Watertown, New York 13601
- Resolution No. 3 - Approving Grant Application to the Justice Assistance Grant Program, Interlocal Agreement Between the City of Watertown and County of Jefferson
- Resolution No. 4 - Approving Police Department Overhire
- Resolution No. 5 - Approving the Site Plan for the Construction of a 3,418 Square-Foot Building and Associated Site Improvements at 1233 Arsenal Street, Parcel Number 9-19-103.002
- Resolution No. 6 - Approving the Funding Approval/Agreement for the Fiscal Year 2018 Community Development Block Grant Program

Resolution No. 7 - Authorizing the City Manager to Execute the Grant Disbursement Agreement for a State and Municipal Facilities Program Grant for Improvements to the Alex T. Duffy Fairgrounds Baseball Field

Resolution No. 8 - Authorizing Emergency Purchasing Procedures Hydroelectric Plant

ORDINANCES

LOCAL LAW

PUBLIC HEARING

7:30 p.m. Justice Assistance Grant (JAG) Program, Interlocal Agreement Between the City of Watertown and County of Jefferson

OLD BUSINESS

STAFF REPORTS

1. Public Hearing for the Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report
2. Repurposing Department of State Strategic Planning Grant

NEW BUSINESS

EXECUTIVE SESSION

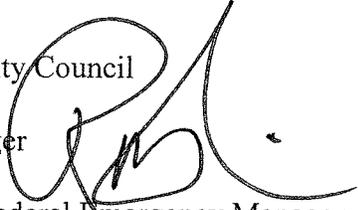
WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY, SEPTEMBER 4, 2018.

Res No. 1

August 15, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Authorizing Acceptance of Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG), Fire Department

At the January 16, 2018 meeting, City Council granted approval to apply for a grant from the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG). The funding opportunity was in the amount of \$57,489 with a required 10% match of funds from the City. The Fire Department application request was to purchase a gear washer/extractor and dryer for each of our three fire stations.

As stated in the attached report from Fire Chief Dale C. Herman, we have now received confirmation notification that the Fire Department will be awarded \$46,364. This grant funding will offset the cost of the purchase and installation of this vital equipment needed. Funding for this project is included in the 2018-2019 budget.

A resolution is attached for City Council consideration authorizing Chief Herman to accept the grant on behalf of the City of Watertown.

RESOLUTION

Page 1 of 1

Authorizing Acceptance of Federal Emergency Management Agency (FEMA) Firefighters Assistance Grant (AFG), Fire Department

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS on January 16, 2018 City Council authorized the City of Watertown Fire Department to prepare an application that meets the intended purpose of the Federal Emergency Management Agency (FEMA) grant, which will allow the Department to purchase much needed supplies, and

WHEREAS this grant application was for funding in the amount of \$57,489 with a required a matching fund of 10% from the City, and

WHEREAS the City has received notification that the grant has been awarded for the amount of \$46,364, which offsets the cost of purchase and installation of three gear washer/extractor and dryers,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to accept the grant award for the amount of \$46,364 from the Federal Emergency Management Agency (FEMA) Firefighters Assistance Grant (AFG), and

BE IT FURTHER RESOLVED that Fire Chief Dale C. Herman is hereby authorized and directed to execute the acceptance on behalf of the City of Watertown.

Seconded by



CITY OF WATERTOWN, NEW YORK
FIRE DEPARTMENT
224 SOUTH MASSEY STREET
WATERTOWN, NEW YORK 13601
OFFICE: 315-785-7800
FAX: 315-785-1821
Dale C. Herman, Fire Chief
dherman@watertown-ny.gov



August 10, 2018

Mr. Richard Finn
City Manager
245 Washington Street
Watertown NY 13601

Dear Mr. Finn,

On August 8, I received a phone call from a representative from Senator Gillibrand's office that they had received notification from FEMA that the Fire Department was going to be awarded \$46,364 in our most recent Assistance to Firefighter's Grant submission for equipment.

On January 16, 2018, City Council approved Resolution #3 authorizing the Fire Department to submit a grant application for a project estimated in the amount of \$57,489 for the purchase of 3 gear washers and 3 gear dryers, one for each of our fire stations. The grant application was prepared and submitted by Fire Department personnel.

It is my recommendation that a resolution be prepared for Council consideration of the acceptance of this grant funding to offset the cost of purchase and installation of this vital equipment.

If you have any questions, please feel free to contact me.

CITY OF WATERTOWN FIRE DEPARTMENT

A handwritten signature in cursive script that reads "Dale C. Herman".

Dale C. Herman
Fire Chief, EFO

Mr. Dale Herman
City of Watertown Fire-Rescue
245 Washington St. Ste. 203
Watertown, New York 13601-3392

Re: Award No.EMW-2017-FO-00665

Dear Mr. Herman:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Assistance to Firefighters Grant has been approved in the amount of \$46,364.00. As a condition of this award, you are required to contribute a cost match in the amount of \$4,636.00 of non-Federal funds, or 10 percent of the Federal contribution of \$46,364.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system.

By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says Update 1199A in the Action column. Click this link. This link will take you to the SF-1199A, Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and keep the original form in your grant files. Once approved you will be able to request payments online.

If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas DiNanno". The signature is written in a cursive style with a large, prominent initial "T".

Thomas George DiNanno

A3410 – Fire

Fiscal Year 2018-19
Vehicles and Equipment



Washer/ Extractor and Gear Dryer – Quantity (3) \$57,500

The fire department was authorized to apply for funds through the Assistance to Firefighter Grant Program, (AFG) for the purchase of three gear washer/extractors and three gear dryers. The City's match is \$5,749 if this project is funded through the grant. If there is no grant award this equipment will need to be funded through the normal budget process. The intent is to have one in each of the fire stations so that our members can laundry their personal protective gear in a manner that reduces potential cross contamination between the gear and the individual. Cancer is becoming the leading cause of firefighter's death and routine laundering of protective gear has been found to reduce exposure to members.



Having a front load, programmable washer/extractor meet the recommendations of NFPA 1851 to include adjustments in wash and rinse water temperatures and extract speeds dependent on what is being laundered. Excessive extractor speeds can damage the vapor barrier of the turnout gear. This reduces the effectiveness of the PPE shortening the life of the gear and compromising the safety of the garment. This machine has the capacity to launder three sets of gear at the same time, thus reducing the amount of time that contaminated gear goes untreated.

The second component of is the acquisition of gear dryers. Currently members hang their gear in the station or outdoors. Excessive exposure to sunlight damages the material shortening the life of the gear. It can take a day or longer to adequately dry the gear. One of our current concerns is our members wearing gear that is damp, and entering a fire situation whereby the water trapped in the garment is converted to steam causing burn injuries. This dryer cabinet has the capacity of drying six sets of turnout gear, thus having the ability that all three dryers can condition 18 sets of gear.



Res No. 2

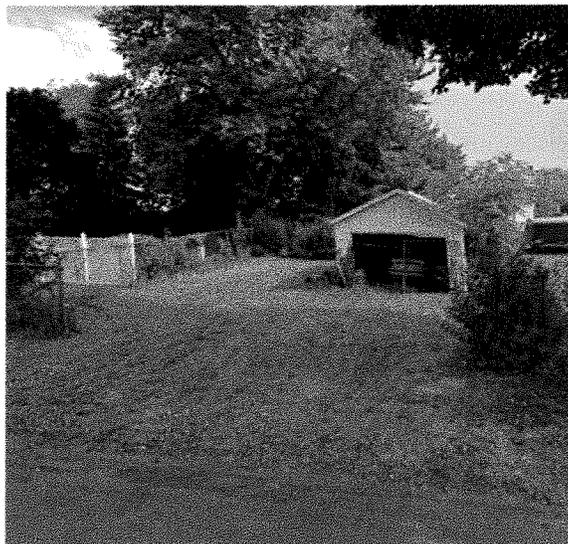
August 10, 2018

To: Richard M. Finn, City Manager

From: James E. Mills, City Comptroller

Subject: Tax Sale Certificate Assignment Request – M23 California Avenue

The City has been approached by JoJo B. Israel, owner of 1142 Bronson Street, requesting to be assigned the City's tax sale certificate for M23 California Avenue. The tax sale certificate was acquired by the City as the default bidder from the tax sale certificate auction held on June 22, 2017. The current redemption price of the certificate is \$437.93. The owner of record for these parcels is Cassandra Walters, 1137 Bronson Street and Shawn Granger, 420 Prospect Street.



Action: City Manager recommends approval.

RESOLUTION

Page 1 of 1

Authorizing Assignment of City-owned
Tax Sale Certificate on Parcel
Number 06-13-111.000 Known as
M23 California Avenue to
JoJo Israel, 1142 Bronson Street,
Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is the owner of a certain tax sale certificate on a lot of land known as M23 California Avenue as designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 06-13-111.000 and,

WHEREAS JoJo Israel has requested the assignment of the tax sale certificate from the City for the amount of the tax sale certificate plus all subsequent property taxes paid by the City as holder of the tax sale certificate with applicable interest per City Charter Section 140,

NOW THEREFORE BE IT RESOLVED that the offer of \$437.93 submitted by JoJo Israel for the purchase of the tax sale certificate for Parcel No. 06-13-111.000 is a fair and reasonable offer therefore and the same is hereby accepted, and

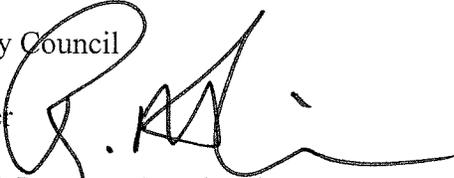
BE IT FURTHER RESOLVED that the City Comptroller is directed to assign the City's tax sale certificate for the above parcel to JoJo Israel upon the City Comptroller's receipt of certified funds in the amount of \$437.93.

Seconded by

Res No. 3

August 15, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Justice Assistance Grant (JAG) Program, Interlocal Agreement
Between the City of Watertown and County of Jefferson

The Police Department is applying to receive \$10,985 in funding for the City/County from the Justice Assistance Grant (JAG) Program. The City's share of the grant funding would be 60%, or \$6591. The Jefferson County share is the remaining 40%, or \$4394.

The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The funds help support gang task forces, crime prevention, domestic violence programs and other law enforcement initiatives.

If awarded, the City will use its funds to purchase patrol vehicle equipment and officer equipment.

The grant requires the City to sign the attached Interlocal Agreement Between the City of Watertown and County of Jefferson. As part of the grant requirement, we must notify the governing body and the public and provide the opportunity to comment and be heard regarding said grant.

A resolution is attached for Council consideration. The Council may vote on this resolution after the Public Hearing.

RESOLUTION

Page 1 of 1

Approving Grant Application to the Justice Assistance Grant Program, Interlocal Agreement Between the City of Watertown and County of Jefferson

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

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is applying for federal funding under the Justice Assistance Grant Program, and

WHEREAS the City is notifying City Council and the public of the grant funding opportunity that is being provided by the Justice Assistance Grant Program, and

WHEREAS the funding, if awarded, will be allocated to the City of Watertown and Jefferson County,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Grant Application between the City of Watertown and the Justice Assistance Grant Program, and

BE IT FURTHER RESOLVED that City Manager Richard M. Finn is hereby authorized and directed to sign the Interlocal Agreement Between the City of Watertown and the County of Jefferson.

Seconded by

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED August 31, 2017	Applicant Identifier
1. TYPE OF SUBMISSION Application Construction	3. DATE RECEIVED BY STATE		State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier
5. APPLICANT INFORMATION			
Legal Name City of Watertown		Organizational Unit Watertown Police Department	
Address 751 Waterman Drive WATERTOWN, New York 13601-2361		Name and telephone number of the person to be contacted on matters involving this application Donoghue, Charles (315) 786-2610	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 15-6000419		7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: Edward Byrne Memorial Justice Assistance Grant Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT FY17 JAG Equipment Purchase	
12. AREAS AFFECTED BY PROJECT Road Patrol, Detectives Division. County Road Patrol Deputies, Detectives and Corrections.			
13. PROPOSED PROJECT Start Date: October 01, 2017 End Date: September 30, 2018 2020		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project NY23	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program is not covered by E.O. 12372	
Federal	\$10,985		
Applicant	\$0		
State	\$0		
Local	\$0		
Other	\$0		
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
TOTAL	\$10,985	N	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION			

7/3/2018

<https://grants.ojp.usdoj.gov/gmsexternal/applicationReview.do?print=yes>

PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 26, 2018

Ms. Sharon Addison
City of Watertown
245 Washington St.
Municipal Building R
Watertown, NY 13601-2361

Dear Ms. Addison:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$10,985 for City of Watertown.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Shaketta Cunningham, Program Manager at (202) 353-1720; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Alan R. Hanson".

Alan R. Hanson
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

June 26, 2018

Ms. Sharon Addison
City of Watertown
245 Washington St.
Municipal Building R
Watertown, NY 13601-2361

Dear Ms. Addison:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Service (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet the obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

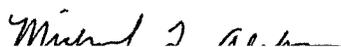
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,





U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2017-DJ-BX-0425

PAGE 1 OF 1

This project is supported under FY17(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 - 3797ff-5), including subpart 1 of part E (codified at 42 U.S.C. 3750 - 3758); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Shaketta Cunningham
(202) 353-1720

2. PROJECT DIRECTOR (Name, address & telephone number)

Charles Donoghue
Chief of Police
751 Waterman Drive
WATERTOWN, NY 13601-2361
(315) 786-2610

3a. TITLE OF THE PROGRAM

BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

FY17 JAG Equipment Purchase

5. NAME & ADDRESS OF GRANTEE

City of Watertown
245 Washington St. Municipal Building R
Watertown, NY 13601-2361

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2020

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2020

9. AMOUNT OF AWARD

\$ 10,985

10. DATE OF AWARD

06/26/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This Local JAG award will be shared by the County and one or more jurisdictions identified as disparate within the current Fiscal Year eligibility list (www.bja.gov/jag). JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any

equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

A handwritten signature in black ink, appearing to read "R. Smith", located in the bottom right corner of the page.



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Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Watertown
245 Washington St. Municipal Building R
Watertown, NY 13601-2361

4. AWARD NUMBER: 2017-DJ-BX-0425

5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2020

BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2020

6. AWARD DATE 06/26/2018

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

156000420

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

071600076

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

FY17 JAG Equipment Purchase

10. AMOUNT OF THIS AWARD

\$ 10,985

11. TOTAL AWARD

\$ 10,985

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY17(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 -3797ff-5), including subpart I of part E (codified at 42 U.S.C. 3750 - 3758); see also 28 U.S.C. 530C(a).

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Alan R. Hanson
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Sharon Addison
City Manager

Richard M. Finn

17. SIGNATURE OF APPROVING OFFICIAL

Alan R. Hanson

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Richard M. Finn

19A. DATE

7/31/18

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		10985

21. SDJUGT0799



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PROJECT NUMBER 2017-DJ-BX-0425

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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.



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SPECIAL CONDITIONS

4. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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SPECIAL CONDITIONS

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.



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10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

14. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements



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SPECIAL CONDITIONS

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.



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SPECIAL CONDITIONS

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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SPECIAL CONDITIONS

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

26. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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SPECIAL CONDITIONS

27. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

28. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the recipient (and any subrecipient at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

29. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

30. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

31. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

32. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.



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33. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

34. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

35. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

36. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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37. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

38. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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39. Prohibition on use of award funds for match under BVP program

JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

40. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

41. Body armor - compliance with NIJ standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

42. Required monitoring of subawards

The recipient must monitor subawards under this JAG award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

43. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

44. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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45. Prohibited Expenditures List

Award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

46. Controlled expenditures - prior written approval required

Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

47. Controlled expenditures - incident reporting

If an agency uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of-- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at <https://ojp.gov/docs/LE-Equipment-WG-Final-Report.pdf>.

48. Sale of items on Controlled Expenditure List

Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with award funds may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

The recipient must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds, and must abide by any applicable laws (including regulations) in such disposal.

49. Prohibited or controlled expenditures - Effect of failure to comply

Failure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approval of controlled expenditures.



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50. Controlled expenditures - Standards

Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with award funds must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

51. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2016

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2016), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

52. "Certification of Compliance with 8 U.S.C. 1373" required for valid award acceptance by a unit of local government

In order validly to accept this award, the applicant local government must submit the required "Certification of Compliance with 8 U.S.C. 1373" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a unit of local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the unit of local government does submit the necessary certification regarding 8 U.S.C. 1373, it may submit a fully-executed award document executed by the unit of local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribes.



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53. Ongoing compliance with 8 U.S.C. 1373 is required

1. With respect to the "program or activity" funded in whole or part under this award (including any such "program or activity" of any subrecipient at any tier), throughout the period of performance for the award, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For purposes of this award, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2. Certifications from subrecipients. The recipient may not make a subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Similarly, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government or a "public" institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is one that is owned, controlled, or directly funded by a State or local government.

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means for purposes of 8 U.S.C. 1373 (Illegal Immigration Reform and Immigrant Responsibility Act of 1996); and terms that are defined in 8 U.S.C. 1101 (Immigration and Nationality Act) mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. 901(a)(2)).

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any

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IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

54. Authority to obligate award funds contingent on compliance with 8 U.S.C. 1373; unallowable costs; obligation to notify

1. If the recipient is a State or local government--

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is either a State or unit of local government or a "public" institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the "program or activity" of the recipient (or of any subrecipient at any tier that is either a State or unit of local government or a "public" institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any "information-communication restriction."

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and all subrecipients (regardless of tier) are in compliance with 8 U.S.C. 1373.

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded "program or activity" of the recipient, or of any subrecipient at any tier that is either a State or a local government or a "public" institution of higher education, may be subject to any "information-communication restriction." In addition, any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient such credible evidence regarding an "information-communication restriction."

2. Any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."

B. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing



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55. Required State-level rules or practices related to aliens; allowable costs

The following provisions apply to the recipient of this award, if the recipient is a State government, and also apply to any State-government subrecipient at any tier (whether or not the recipient is a State government).

1. Requirements

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award--

A. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given to access any State (or State-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

B. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that, when a State (or State-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see para. 4.B. of this condition) -- provide the requested notice to DHS.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, rules, regulations, policies, and practices to satisfy this condition, and (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3)).

(2) the term "correctional facility" means what it means under the Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 42 U.S.C. 3791(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual would have been released in the absence of this condition.

Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48



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NOTE: Current DHS practice is to use one form (DHS Form I-247A (3/17)) for two distinct purposes-- to request advance notice of scheduled release, and to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition imposes NO requirements as to such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

56. Required local-government-level rules or practices related to aliens; allowable costs

The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier (whether or not the recipient itself is a unit of local government).

1. Requirements

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award--

A. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, -policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given access a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

B. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, -policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see "Rules of Construction" incorporated by para. 4.B. of this condition) -- provide the requested notice to DHS.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, ordinances, rules, regulations, policies, and practices to satisfy this condition, (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

4. Rules of construction

A. The "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.



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57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

59. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

60. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as



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62. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

63. Withholding of funds: Budget narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the budget narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

64. Withholding of funds: Program narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

65. Withholding of funds: Project abstract

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the project abstract, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

66. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

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U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Watertown

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Orbin Terry

Res No. 4

August 15, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager

Subject: Approving Police Department Overhire

A handwritten signature in black ink, appearing to read 'R. Finn', is written over the 'From:' line of the memo.

The FY 2018-2019 budget for the Police Department provided for 66 sworn police personnel. Currently the Department has two pending retirements expected before the end of the fiscal year.

A Police Academy was budgeted and is being conducted beginning next month. Staff requests Council consider and authorize the hire of two additional positions, which will result in a budget overage of two sworn officers in the Department. The Academy is a six month commitment of training ending in March 2019. The hiring of two police cadets for this training will ensure the staffing continuity of the Police force.

A resolution for City Council consideration is attached.

Chief Donoghue will be available to answer any questions Council may have regarding this proposal.

RESOLUTION

Page 1 of 1

Approving Police Department Overhire

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Police Department is presently operating under its FY 2018-19 Budget of sworn 66 police personnel, and

WHEREAS in addition to being staffed under budget at this time, there are two pending retirements expected before the end of this fiscal year, and

WHEREAS the Police Training Academy will be conducted in September 2018,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves hiring two additional police cadets at this time, bringing the total Police Department personnel to two over the current budget of 66, and

BE IT FURTHER RESOLVED that the Chief of Police is hereby authorized and directed to proceed with the requested overhire to enter the September 2018 Police Training Academy.

Seconded by

Res No. 5

August 15, 2018

To: Richard M. Finn, City Manager

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

Subject: Approving the Site Plan for the Construction of a 3,418 Square-Foot Building and Associated Site Improvements at 1233 Arsenal Street, Parcel Number 9-19-103.002

Neal H. Zinsmeyer, Jr., P.E. of Napierala Consulting, on behalf of Cameron Group, LLC, has submitted a request for the above subject Site Plan Approval.

City Planning Staff referred the application to the Jefferson County Planning Board pursuant to General Municipal Law Section 239-m for review at its July 31, 2018 meeting. However, the County Planning Board was unable to establish a quorum. The City Council is therefore free to make a final decision.

The City Planning Board reviewed the request at its meeting held on August 7, 2018 and voted to recommend that the City Council approve the site plan with the conditions listed in the resolution. Attached is an excerpt from their meeting minutes.

The Staff Report prepared for the Planning Board, the Site Plan application, original drawings and other related materials have all been previously sent to Council as part of the Planning Board agenda package. The complete application package can also be found in the online version of the City Council agenda.

Section 617.5 (c)(7) of the State Environmental Quality Review Act (SEQRA) states that the construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility, involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls is a Type II action that requires no further review under SEQRA. The proposed project meets this criterion, therefore no further action under SEQRA is required and the Council does not need to complete Part 2 of a Short Environmental Assessment Form.

The resolution prepared for City Council consideration states that the project is a Type II action, does not require further review under SEQRA, and approves the site plan submitted to the City Engineering Department on July 17, 2018, subject to the conditions recommended by the Planning Board.

Action: City Manager recommends approval.



RESOLUTION

Page 1 of 2

Approving the Site Plan for the Construction of a 3,418 Square-Foot Building and Associated Site Improvements at 1233 Arsenal Street, Parcel Number 9-19-103.002

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

YEA	NAY

Introduced by

WHEREAS Neal H. Zinsmeyer, Jr., P.E. of Napierala Consulting, on behalf of Cameron Group, LLC, has submitted an application for Site Plan Approval for the construction of a 3,418 square-foot building and associated site improvements at 1233 Arsenal Street, Parcel Number 9-19-103.002, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on August 7, 2018 and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

1. The applicant shall address all comments in the "Hydrology and Stormwater" section of the Planning Department's August 2, 2018 memorandum to the Planning Board to the satisfaction of the City Engineering Department.
2. The applicant must obtain a Highway Work Permit from the New York State Department of Transportation for any proposed work within the NYSDOT Right-Of-Way.
3. The applicant must obtain the following permits, minimally, prior to demolition and construction: Demolition Permit, Building Permit, Sidewalk Permit, Sewer Permit and a Water Supply Permit.

And

WHEREAS the Jefferson County Planning Board was unable to establish a quorum for its July 31, 2018, meaning that it will not respond to the referral within the 30 days allotted under General Municipal Law Section 239-m, therefore making the local board free to make its final decision, and

WHEREAS the proposed site plan is a Type II Action under SEQRA, pursuant to 6 NYCRR Part 617.5(c)(7), which states that "construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities."

RESOLUTION

Page 2 of 2

Approving the Site Plan for the Construction of a 3,418 Square-Foot Building and Associated Site Improvements at 1233 Arsenal Street, Parcel Number 9-19-103.002

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

Total

YEA	NAY

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute an Type II for the purposes of SEQRA, for which no further environmental review is required, and

BE IT FURTHER RESOLVED that it is an express condition of this Site Plan Approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan, which, in the opinion of the City Engineer, would require Amended Site Plan Approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that Site Plan Approval is hereby granted to Neal H. Zinsmeyer, Jr., P.E. of Napierala Consulting, on behalf of Cameron Group, LLC, for Site Plan Approval for the construction of a 3,418 square-foot building and associated site improvements at 1233 Arsenal Street, Parcel Number 9-19-103.002, as depicted on the site plan submitted to the City Engineer on July 17, 2018, contingent upon the applicant meeting the conditions listed above.

Seconded by:

SITE PLAN APPROVAL
1233 ARSENAL STREET, PARCEL NUMBER 9-19-103.002

The Planning Board then considered a request submitted by Neal H. Zinsmeyer, Jr., P.E. of Napierala Consulting on behalf of Cameron Group, LLC for the construction of a 3,418 square-foot building and associated site improvements located at 1233 Arsenal Street, Parcel Number 9-19-103.002.

Mr. Zinsmeyer attended to represent the request. Thomas Valenti and Kevin Lanigan of Cameron Group, LLC were also present.

Mr. Zinsmeyer began by saying that the old Friendly's restaurant building would undergo demolition to make room for a new Five-Star Urgent Care building. He said that the Planning Board should have seen all of the materials for the proposal by now, and then displayed a color elevation drawing. Mr. Zinsmeyer then said that the proposal included significantly more parking than the Zoning required, but they were doing it to meet Five Star's needs. He noted that they were still reducing the paved area on the site by 35 percent from the Friendly's site layout.

Mr. Zinsmeyer then described the landscaping plan, drawing the Planning Board's attention to the perimeter trees that surrounded the site. He said he commended the City's landscaping guidelines for clearly spelling out what that the City wanted to see, because it made things easier on everyone in the long run.

Mr. Zinsmeyer then identified the proposed granite curb, dumpster enclosure, and drainage to an existing New York State Department of Transportation (NYSDOT) sewer, which he said that there was an easement for. He then went over the proposed lighting plan and said that was about it as far as a summary went. Ms. Capone then asked if Mr. Zinsmeyer would go over the four summary items included in Staff's memorandum. Mr. Zinsmeyer agreed.

Mr. Zinsmeyer then addressed the first summary item, which required the applicant to explain the discrepancy between the site plan and the floor plan regarding the proposed building's square footage and identify the accurate building area. He explained that when the project began, his architect told him the building would be approximately 3,430 square feet, so that was the area of the rectangle that he drew on his site plan. He said that once final floor plans came back from the architect, 3,418 square feet was the total and that would be the official size going forward.

Ms. Capone asked Staff if that was acceptable. Mr. Lumbis replied in the affirmative and said that the City Council Resolution would say 3,418 square feet.

Mr. Zinsmeyer then addressed the second summary item on Staff's Memorandum, which required that the applicant address all comments in the "Hydrology and Stormwater" section of Staff's memorandum. He said that the revised utility plan would depict an SDR 35 sanitary sewer pipe. He then said that the proposed water service pipe would just be copper.

Mr. Katzman then asked if the proposed building would have a sprinkler system. Mr. Zinsmeyer replied that since the building would be less than 12,000 square feet, there was no need. Mr. Arquitt confirmed that sprinklers were unnecessary. Mr. Zinsmeyer then said that the revised plan would also depict an additional sewer clean out at the northern end of the site. Mr. Arquitt then told Mr. Zinsmeyer that if they removed a clean out, just to be sure to replace it.

Mr. Zinsmeyer then addressed the third summary item, which required the applicant to obtain a Highway Work Permit from NYSDOT. He said that he had been in contact with Mike Burgess at the DOT and they were on hold with DOT as the DOT's comments were still pending.

Mr. Zinsmeyer then addressed the fourth summary item, which identified all the permits the applicant would need to obtain before performing any physical work. He said that as he understood it, his contractor would need to fulfill this condition with the City's Code Enforcement Bureau. Mr. Arquitt then gave confirmation.

Mr. Katzman then asked if this site would drain into the area behind the old Friendly's that other plazas drained into. Mr. Zinsmeyer replied that it primarily drained off site behind Kost Tire. Mr. Katzman then stated that there is a major hole that Stateway Plaza drained to and asked if it could handle the additional water that this site would generate. Mr. Zinsmeyer replied that this site plan was reducing stormwater runoff from existing conditions.

Mr. Johnson then asked how large the proposed trees on the western side of the site were. Mr. Zinsmeyer replied that they were 1½-inch caliper. Mr. DeMarco said those were medium-size maturing trees, no less than a large fence. Mr. Urda said they would improve aesthetics significantly. Mr. Johnson said he was worried the trees would be detrimental to the neighboring mattress retailer because they would reduce its visibility to passing motorists. Mr. Lumbis then said that the Zoning Ordinance required a 15-foot landscaped buffer in Commercial Districts and this was a means of fulfilling that requirement.

Mr. Katzman then asked if the same company that owned Applebee's owned this site. Mr. Zinsmeyer replied that it was not the same company.

Ms. Capone then asked for a motion and noted that the first summary item was no longer necessary. Mr. Urda then said that the Planning Board could strike the NYSDOT permit from the fourth summary item because it was already required under the third summary item and there was no need to be redundant.

Mr. Rowell then made a motion to recommend that City Council approve the request for Site Plan Approval submitted by Neal H. Zinsmeyer, Jr., P.E. of Napierala Consulting on behalf of Cameron Group, LLC the construction of a 3,418 square-foot building and associated site improvements located at 1233 Arsenal Street, Parcel Number 9-19-103.002, as shown on plans submitted to the City Engineering Department on July 17, 2018, contingent upon the following:

1. The applicant shall address all comments in the “Hydrology and Stormwater” section of the Planning Department’s August 2, 2018 memorandum to the Planning Board to the satisfaction of the City Engineering Department.
2. The applicant must obtain a Highway Work Permit from the New York State Department of Transportation for any proposed work within the NYSDOT Right-Of-Way.
3. The applicant must obtain the following permits, minimally, prior to demolition and construction: Demolition Permit, Building Permit, Sidewalk Permit, Sewer Permit and a Water Supply Permit.

Mr. Katzman seconded the motion and all voted in favor.

Res No. 6

August 14, 2018

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Approving the Funding Approval/Agreement for the Fiscal Year 2018
Community Development Block Grant Program

The City has been notified by the U.S. Department of Housing and Urban Development (HUD) that the City's Community Development Block Grant Program Annual Action Plan for Fiscal Year 2018 has been approved. This year's funding allocation is \$910,226. HUD has prepared a Funding Approval/Agreement and forwarded it for signature.

The attached resolution has been prepared for City Council consideration that approves the Funding Approval/Agreement and authorizes the Mayor to sign it.

Action: City Manager recommends approval.

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

RESOLUTION

Page 1 of 1

Approving the Funding Approval/Agreement
for the Fiscal Year 2018 Community Development
Block Grant Program

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has completed its Fiscal Year 2018 Annual Action Plan for the Community Development Block Grant Program and submitted it to the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS HUD has approved the Annual Action Plan and has prepared a Funding Approval/Agreement which is attached and made part of this Resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Funding Approval/Agreement with the U.S. Department of Housing and Urban Development for the Fiscal Year 2018 Community Development Block Grant Program, and

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

Seconded by:

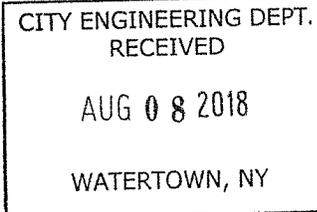


U.S. Department of Housing and Urban Development

Buffalo Office
465 Main Street
Buffalo, New York 14203-1780
(716) 551-5755

August 7, 2018

Mr. Michael Lumbis
Planning & Community Development Coordinator
City of Watertown
Watertown Municipal Bldg.
245 Washington St.
Watertown, NY 13601-3334



Dear Mr. Lumbis:

SUBJECT: Fiscal Year (FY) 2018 One-Year Annual Action Plan,
City of Watertown, New York

The FY 2018 Annual Action Plan submitted by the City of Watertown has been reviewed by HUD and approved. Based on the approval of the City's Fiscal Year 2018 Plan, I am pleased to transmit to the City of Watertown a grant agreement in the following amount, for the program year beginning 7/1/2018:

Community Development Block Grant (CDBG) Program
Project Number B-18-MC-36-0121
\$910,226.00

In FY 2018 if the City of Watertown chooses to charge indirect costs to a formula grant pursuant to 2 CFR 200, Subpart E – Cost Principles, we are requesting that you attach a schedule which is outlined in the Special Conditions (b) of the Grant Agreement. The schedule shall identify each department/agency that will carry out activities with the funding assistance, the indirect cost rate applicable to each department/agency including if the de minimis rate is charged, and the direct cost base to which the rate is applied.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds. A copy of your Annual Action Plan was provided to the Office of Fair Housing and Equal Opportunity for review. Guidance is available on the Department's website at: <https://www.hudexchange.info/programs/affh/>.

Enclosed are three copies of the Funding Approval/Agreement for these programs. In order to update your community's Line of Credit to include your Fiscal Year 2018 grants, it will be necessary for the chief elected official to sign, date, and return two copies of the Agreements to the Buffalo Office. In addition, if there is a need to delete or add individuals authorized to access the Integrated Disbursement and Information System (IDIS), an updated IDIS Access Request form (HUD FORM 27055) needs to be prepared, notarized, and returned to this Office with the Grant

Agreement. Also, if there is need to establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this Office. *Please include the DUNS number as well as the grant number on the SF-1199A.*

Environmental requirements found in 24 CFR Part 58 may apply in carrying out eligible activities in the City's plan. In instances where such requirements are applicable, the City is not authorized to obligate or otherwise incur costs for any grant activities for which a release of funds is required, until the City has completed the requisite environmental review, has followed the appropriate procedures for submitting a "Request for Release of Funds" (HUD form 7015.15), and HUD has issued the "Authority to Use Grant Funds" (HUD form 7015.16).

You now have the option to submit your "Request for Release of Funds" electronically. HUD's Office of Environment and Energy has developed an online system, HUD Environmental Review On-Line System (HEROS), for developing, documenting, and managing environmental reviews. It covers all levels of environmental reviews for both Part 50 and Part 58 projects and includes on-screen guidance for completing HUD environmental reviews. Guidance can be found at this website: <https://www.hudexchange.info/heros/>.

We look forward to working with the City of Watertown to accomplish the goals and objectives of your community development programs. If you have any questions regarding this matter, please contact Catlin Donovan, Community Planning and Development Representative, on 716-551-5755, extension 5820 or at catlin.a.donovan@hud.gov.

Sincerely,

for 
William T. O'Connell
Director
Community Planning and
Development Division

Enclosure

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Watertown, NY	3a. Grantee's 9-digit Tax ID Number 156000419	3b. Grantee's 9-digit DUNS Number 071600076
0. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Suite 302A - 245 Washington St Watertown, NY 13601	4. Date use of funds may begin (mm/dd/yyyy) 07/01/2018	
	5a. Project/Grant No. 1 B-18-MC-36-0121	6a. Amount Approved \$910,226.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) William O'Connell	Grantee Name: The Honorable Joseph M. Butler, Jr.
Title CPD Director	Title: Mayor, City of Watertown, NY
Signature <i>Kenneth R. Naples</i>	Date (mm/dd/yyyy) 08/07/2018
	Signature
	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) None Attached <input checked="" type="checkbox"/>	9a. Date HUD Received Submission (mm/dd/yyyy) 07/02/2018	10. check one a. Orig. Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) 08/07/2018		
		9c. Date of Start of Program Year (07/01/2018)		
11. Amount of Community Development Block Grant		FY (2018)	FY (2017)	FY()
a. Funds Reserved for this Grantee		\$910,155.00	\$ 71.00	
b. Funds now being Approved		\$910,155.00	\$ 71.00	
Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program Y A Reg Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	1 5 3							
	1 7 6							
		Y		Project Number		Amount		
		Y		Project Number		Amount		

Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (mm/dd/yyyy) Batch Number Transaction Code Entered By Verified By

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2025. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2025.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For

the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Res No. 7

August 14, 2018

To: Richard M. Finn, City Manager

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

Subject: Authorizing the City Manager to Execute the Grant Disbursement Agreement for a State and Municipal Facilities Program Grant for Improvements to the Alex T. Duffy Fairgrounds Baseball Field

State Assemblywoman Addie Jenne recently requested that the City of Watertown receive \$125,000 in State and Municipal Facilities Program (SAM) Grant funding for improvements to the Alex T. Duffy Fairgrounds Baseball Field. The City will use the grant funding to pay for costs associated with upgrading the facility's sound system, bleachers and clubhouse improvements.

The Dormitory Authority of the State of New York (DASNY) has approved the City's formal grant application and supporting documents, and the City has fulfilled all of the criteria necessary to receive the SAM grant. DASNY has sent the attached Grant Disbursement Agreement for the City to execute. Upon formally executing the grant agreement, the City will be able to begin work on the project and ultimately submit a requisition for reimbursement of the grant funds.

The attached resolution authorizes the City Manager to enter into and execute the Grant Disbursement Agreement on behalf of the City.

Action: City Manager recommends approval.

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

RESOLUTION

Page 1 of 1

Authorizing the City Manager to Execute the Grant Disbursement Agreement for a State and Municipal Facilities Program Grant for Improvements to the Alex T. Duffy Fairgrounds Baseball Field

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS New York State Assemblywoman Addie Jenne requested that the City of Watertown receive a \$125,000 State and Municipal Facilities Program (SAM) Grant for improvements to the Alex T. Duffy Fairgrounds baseball field, and

WHEREAS the grant was secured to pay for costs associated with upgrading the facility’s sound system, bleachers and clubhouse improvements, and

WHEREAS the Dormitory Authority of the State of New York (DASNY) has approved the City’s formal grant application and the City has fulfilled all of the criteria necessary to receive the SAM grant, and

WHEREAS the City must enter into and execute a Grant Disbursement Agreement with DASNY for the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Grant Disbursement Agreement with the Dormitory Authority of the State of New York for Improvements to the Alex T. Duffy Fairgrounds Baseball Field (Project ID # 9454), a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Richard M. Finn, is hereby authorized and directed to enter into and execute the Grant Disbursement Agreement on behalf of the City of Watertown.

Seconded by

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

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASN"):

515 Broadway
Albany, New York 12207
Contact: Sara Richards, Esq.
Phone: (518) 257-3177
Fax: (518) 257-3475
E-mail: grants@dasny.org

THE GRANTEE:

City of Watertown
245 Washington Street, Suite 302
Watertown, NY 13601
Contact: Ms. Sharon Addison

Phone: (315) 785-7730
Fax: (315) 782-9014

THE PROJECT:

Improvements to the Alex T. Duffy
Fairgrounds Baseball Field

PROJECT LOCATION:

Alex T. Duffy Fairgrounds

GRANT AMOUNT:

\$125,000

FUNDING SOURCE:

State and Municipal Facilities Program
("SAM")

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT
INFORMATION SHEET DATE:**

2/05/2018

DATE GDA SENT TO GRANTEE:

8/06/2018

DATE AGREEMENT SIGNED BY GRANTEE:

DATE AGREEMENT SIGNED BY DASN:

EXPIRATION DATE OF THIS AGREEMENT:

PROJECT ID #: 9454
FMS#: 136593
GranteeID: 205
GrantID: 10535

TERMS AND CONDITIONS

1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) DASNY has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the SAM Program have been met; and
- (c) The monies required to fund the Grant have been received by DASNY; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the SAM and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- (f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (www.grantsreform.ny.gov) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or
- (b) Payment on Invoice:
 - (1) DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

(2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph (b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

(3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

(4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

(5) DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

(c) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

(d) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

(e) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

- (i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (www.grantsreform.ny.gov).
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or

other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee

hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (t) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - (ii) Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the

appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - (vi) The Grantee abandons the Project prior to its completion.
 - (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
 - (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
 - (c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

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

15. Modification

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

16. Governing Law

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

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

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

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

Authorized Officer

(Printed Name)

Date:

GRANTEE: CITY OF WATERTOWN

(Signature)

(Printed name and title)

Date:

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT B: Opinion of Counsel

[Letterhead of Counsel to the Grantee]

[Date]

DASNY
515 Broadway
Albany, New York 12207

Attn: Michael E. Cusack, General Counsel

*Re: State and Municipal Facilities Program ("SAM") Grant
Improvements to the Alex T. Duffy Fairgrounds Baseball Field
Project ID 9454*

Ladies and Gentlemen:

I have acted as counsel to City of Watertown (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on ***[Insert date Agreement executed by Grantee]*** (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York [or, is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York] and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

EXHIBIT C: Grantee Questionnaire

**Grant Programs
Grantee Questionnaire**

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

SECTION I: GENERAL INFORMATION

1. GRANTEE (LEGALLY INC. NAME): City of Watertown
2. FEDERAL EMPLOYER ID NO. (FEIN): 15-6000419
3. D/B/A – DOING BUSINESS AS (IF APPLICABLE): _____
COUNTY FILED: _____
4. WEBSITE ADDRESS (IF APPLICABLE): www.watertown-ny.gov
5. BUSINESS E-MAIL ADDRESS: saddison@watertown-ny.gov
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: 245 Washington Street, Suite 302
7. TELEPHONE NUMBER: (315) 785-7730 7. FAX NUMBER: (315) 785-9014
8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?
 YES NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:
NAME: Michael A. Lumbis
TITLE: Planning and Community Development Director
TELEPHONE NUMBER: (315) 785-7734 FAX NUMBER: (315) 782-9034
E-MAIL: mlumbis@watertown-ny.gov
10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? 148

Grantee FEIN: 15-6000419

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

- a) BUSINESS CORPORATION
- b) PUBLIC RESEARCH INSTITUTION
- c) ACADEMIC RESEARCH INSTITUTION
- d) NOT-FOR-PROFIT RESEARCH INSTITUTION
- e) NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
- f) NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: _____
- g) LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h) MUNICIPALITY
- i) UNIVERSITY/EDUCATIONAL ORGANIZATION
- j) OTHER -- SPECIFY

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:
 YES NO

IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS EXPLAINED.

YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

AS USED HEREIN IN THIS *GRANT PROGRAMS* GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

B. GRANT AWARD

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? YES NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? YES NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY? YES NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. NONE

IF ANSWER IS "NO", PLEASE EXPLAIN:

The City of Watertown, at the time of this writing, has not as of yet adopted a Conflict of Interests Policy.

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE PROJECT FUNDED IN WHOLE OR IN PART WITH GRANT PROCEEDS? YES NO

IF THE ANSWER IS "YES", PLEASE PROVIDE DETAILS IN SEPARATE APPENDIX ATTACHED TO THIS CERTIFICATION.

SECTION III: DUE DILIGENCE QUESTIONS

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

YES NO

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL CONTRACTS THE GRANTEE HAS ENTERED INTO WITH ANY NEW YORK STATE AGENCY, PUBLIC AUTHORITY, OR OTHER QUASI-STATE ENTITY, IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE STATE CONTRACT IDENTIFICATION NUMBER, IF KNOWN. N/A

3. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL GRANTS RECEIVED FROM FEDERAL, STATE, AND LOCAL ENTITIES TO FUND ALL OR A PORTION OF ANY COMPONENT OF THE PROJECT WITHIN THE PAST 5 YEARS. N/A

4. WITHIN THE PAST FIVE (5) YEARS, HAS THE GRANTEE, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW? YES NO
- (b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS? YES NO
- (c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY? YES NO
- (d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT? YES NO
- (e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT? YES NO
- (f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY? YES NO

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY? YES NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT? YES NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE? YES NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION? YES NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE? YES NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE? YES NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS? YES NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS YES NO
 - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION YES NO
 - COVERAGE OR CLAIM REQUIREMENTS YES NO
 - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT) YES NO
 - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS YES NO
 - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS YES NO
 - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION? YES NO
 - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL? YES NO

FOR EACH YES ANSWER TO QUESTIONS 4 A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

5. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE FAILED TO:

(a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY? YES NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: _____

(a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES? YES NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO PAY AND THE CURRENT STATUS OF THE LIABILITY: _____

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? YES NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: _____

(c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION? YES NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: _____

6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING? YES NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: _____

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: _____

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: _____

IF CLOSED, PROVIDE THE DATE CLOSED: _____

7. DOES GRANTEE HAVE THE FINANCIAL RESOURCES (IN EXCESS OF THE GRANT) TO FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET? YES NO N/A, PROJECT IS FULLY FUNDED BY GRANT.

IF YES, PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE SOURCE(S) OF THE ADDITIONAL FUNDS NECESSARY TO COMPLETE THE PROJECT, THE TIMING OF THE AVAILABILITY OF THE FUNDING, AND A CONTACT PERSON FOR EACH SOURCE. PLEASE BE ADVISED THAT DASNY MAY CONTACT ONE OR MORE OF THE LISTED SOURCES TO VERIFY FUNDING AVAILABILITY.

IF NO, INDICATE HOW THE GRANTEE WILL FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET AND THE TERMS OF THE GRANT DISBURSEMENT AGREEMENT.

CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING DASNY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT DASNY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

Sharon Addison
Signature of Authorized Officer

Joseph M. Butler Jr.
Signature of Chair of the Board of Grantee
(or other Authorized Officer)

Sharon Addison
Printed Name of Authorized Officer

Joseph M. Butler Jr.
Print Name of Chair of the Board of Grantee
(or other Authorized Officer)

City Manager
Title of Authorized Officer

Sworn to before me this 17th day
of August, 2017.

Sworn to before me this 17th day
of August, 2017.

Elaine Giso
Notary Public

Elaine Giso
Notary Public

ELAINE GISO
Notary Public, State of New York
Qualified in Jefferson County
No. 01GI4619507
Commission Expires 1/31/18

ELAINE GISO
Notary Public, State of New York
Qualified in Jefferson County
No. 01GI4619507
Commission Expires 1/31/18

Supporting Documentation for Section III: Due Diligence Questions

Question #2, Contracts: Below is the requested list of contracts that the grantee has entered into with any New York State agency, public authority, or quasi-State entity in the past (5) years.

- Rural Urban Public Transportation (Department of Transportation)
Contract Effective Dates: 07/01/2012 – 06/30/2018
Contact: Michael LaBello, Office of Integrated Modal Services, Public Transportation Bureau, 50 Wolf Road, POD 54, Albany, NY 12232
Contract ID number: C003930
- Court Cleaning & Minor Repairs Chapter 686 (Inter-Government)
Contract Effective Dates: 04/01/2013 – 03/31/2018
Contact: James P. Shanahan, Principal Administrative Assistant, State of New York Unified Court System, Fifth Judicial District, Onondaga County Courthouse, 600 S State Street, Syracuse, NY 13202-3099
Contract ID number: C300305
- Urban Grant Round 12 Street Trees (Department of Environmental Conservation)
Contract Effective Dates: 06/01/2014 – 05/31/2018
Contact: Debra Gorka, Forester, NYS DEC, 270 Michigan Avenue, Buffalo, NY 14203
Contract ID number: T305101

In addition, all of the City of Watertown's active contracts are listed on the attached printout from Open Book New York.

Question #4(j): This question asks if the grantee has, within the last five (5) years, been the subject of the withdrawal, termination or suspension of any grant or other financial support by any Federal, State or local agency, organization or foundation.

In 2015, the City of Watertown was awarded a Staffing for Adequate Fire and Emergency Response (SAFER) Grant. Following the award, the City Council voted not to accept the grant due to pending unresolved labor negotiations with the City Fire Department.

Attached is a letter written by Watertown Mayor Joseph M. Butler, Jr. to United States Senator Charles E. Schumer that further explains the cause and current status of the City's decision to decline this grant.

As of the time of this writing, labor negotiations with the Fire Department are still ongoing.

OPEN BOOK NEW YORK

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Contract Search Results

49 Contracts Found - Displaying page 1 of 1
Vendor Name contains WATERTOWN CITY OF

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Vendor Name	Department/Facility	Contract Number	Current Contract Amount	Obligation to Date	Contract Start Date	Contract End Date	Contract Description	Contract Type	Original Contract Approved/Filed Date
<u>WATERTOWN CITY OF</u>	<u>Governor's Traffic Safety Committee</u>	<u>I004838</u>	\$7,350.00	\$7,350.00	10/01/2012	09/30/2013	DMV01-0000026-3700393 STEP	Contracts Not Subject to OSC Pre-Audit	01/11/2013
<u>WATERTOWN CITY OF</u>	<u>Office of Parks Recreation & Historic Preservation</u>	<u>CE10066</u>	\$74,950.12	\$74,950.12	11/12/2010	11/11/2015	SOLDIERS AND SAILORS MONUMENT RESTORATION	Grant	02/03/2014
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>C190329</u>	\$138,831.14	\$138,831.14	04/22/2013	08/31/2015	TECHNICAL RESCUE & USAR	Grant	09/12/2013
<u>WATERTOWN CITY OF</u>	<u>Department of Labor</u>	<u>I014720</u>	\$5,895.00	\$5,400.00	08/01/2013	07/31/2014	OSH T & E FY 13/14	Contracts Not Subject to OSC Pre-Audit	07/10/2013
<u>WATERTOWN CITY OF</u>	<u>Department of Labor</u>	<u>I014449</u>	\$19,443.00	\$19,443.00	08/01/2012	07/31/2013	OSH T&E FY 12/13	Contracts Not Subject to OSC Pre-Audit	08/15/2012
<u>WATERTOWN CITY OF</u>	<u>Department of Environmental Conservation</u>	<u>C30466Z</u>	\$150,000.00	\$150,000.00	11/01/2012	12/31/2013	MUNICIPAL WASTE REDUCTION & RECYCLING PROGRAM	Grant	05/01/2013
<u>WATERTOWN CITY OF</u>	<u>Department of State</u>	<u>C006475</u>	\$50,000.00	\$50,000.00	11/01/2005	12/31/2009	WATERFRONT REV		

CITY OF									PROJECT (EPF)		
<u>WATERTOWN CITY OF</u>	<u>Division of Criminal Justice Services</u>	<u>I1632534</u>	\$26,500.00	\$26,500.00	01/01/2012	12/31/2012	01/01/2012	12/31/2012	BU11632534 BYRNE JAG 01490GN005	Contracts Not Subject to OSC Pre-Audit	02/09/2012
<u>WATERTOWN CITY OF</u>	<u>Department of Labor</u>	<u>I014076</u>	\$14,134.00	\$14,134.00	08/01/2011	07/31/2012	08/01/2011	07/31/2012	OSH T&E FY 11/12	Contracts Not Subject to OSC Pre-Audit	08/22/2011
<u>WATERTOWN CITY OF</u>	<u>Governor's Traffic Safety Committee</u>	<u>I003552</u>	\$11,100.00	\$8,660.51	10/01/2010	09/30/2011	10/01/2010	09/30/2011	HIGHWAY SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM 23001GA014	Contracts Not Subject to OSC Pre-Audit	03/03/2011
<u>WATERTOWN CITY OF</u>	<u>Department of State</u>	<u>C006357</u>	\$95,000.00	\$95,000.00	12/01/2003	06/30/2010	12/01/2003	06/30/2010	LOCAL WATERFRONT REV PROJECT (EPF)	Grant	01/08/2004
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>I173709</u>	\$37,972.00	\$37,971.00	11/22/2010	07/31/2013	11/22/2010	07/31/2013	TECHNICAL RESCUE & URBAN RESCUE AND RESCUE GRANT PROGRAM (USAR) 2010	Contracts Not Subject to OSC Pre-Audit	06/06/2011
<u>WATERTOWN CITY OF</u>	<u>Governor's Traffic Safety Committee</u>	<u>I004320</u>	\$7,290.00	\$7,290.00	10/01/2011	09/30/2012	10/01/2011	09/30/2012	HS STEP 23001GA018	Contracts Not Subject to OSC Pre-Audit	05/23/2012
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>C190349</u>	\$96,000.00	\$96,000.00	10/16/2014	08/31/2016	10/16/2014	08/31/2016	TECHNICAL RESCUE & URBAN RESCUE AND RESCUE	Grant	01/28/2015
<u>WATERTOWN CITY OF</u>	<u>Department of Environmental Conservation</u>	<u>I303926</u>	\$12,000.00	\$12,000.00	08/20/2008	08/19/2011	08/20/2008	08/19/2011	2009 COMMUNITY REFORESTATION PROJECT	Contracts Not Subject to OSC Pre-Audit	10/20/2009
<u>WATERTOWN CITY OF</u>	<u>Department of Environmental Conservation</u>	<u>I304588</u>	\$5,000.00	\$5,000.00	09/01/2011	08/31/2014	09/01/2011	08/31/2014	TREE PLANTING PROJECT	Contracts Not Subject to OSC Pre-Audit	01/26/2012
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>C009930</u>	\$137,300.00	\$137,300.00	07/01/2012	06/30/2018	07/01/2012	06/30/2018	RURAL URBAN PUBLIC TRANSPORTATION 17000GE006 SECTION 5311 OPERATING ASSISTANCE AGREEMENT	Grant	03/06/2012

<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D031963</u>	\$276,860.17	\$276,860.17	04/14/2009	12/30/2011	HIGHWAY PROJECT 17000GL001 ARRA FUNDS HWY RESURF ARSENAL STREET AND WASHINGTON STREET	Grant	11/16/2011
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D032061</u>	\$0.00	\$0.00	06/30/2009	06/30/2029	LIGHTING MAINTENANCE AGREEMENT WATERTOWN, JEFFERSON COUNTY	Inter-government	08/12/2009
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>C003841</u>	\$119,929.88	\$119,929.88	10/01/2008	09/30/2013	RURAL TRANSPORTATION - ARRA FUNDING	Grant	10/26/2009
<u>WATERTOWN CITY OF</u>	<u>Department of Environmental Conservation</u>	<u>C303560</u>	\$705,540.00	\$705,540.00	12/28/2006	12/31/2013	BROWNFIELDS 09000GBD001 DER ERP SEWALL'S ISLAND E623021 WATERTOWN CITY OF	Grant	02/25/2010
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>C003662</u>	\$1,066,100.00	\$1,066,100.00	07/01/2002	06/30/2012	SECTION 5311 OPERATING ASSISTANCE 17000GE001	Grant	07/15/2002
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>X20001Z</u>	\$0.00	\$0.00	09/05/2016	09/04/2018	MEMORANDUM OF AGREEMENT FOR TEMPORARY LOAN OF FIRE SUPPRESSION FOAM EQUIPMENT	Inter-government	08/30/2016
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>C190319</u>	\$133,248.00	\$133,248.00	08/22/2012	08/31/2014	Technical Rescue & Urban Search & Rescue	Grant	01/25/2013
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>C173775</u>	\$901,600.00	\$901,599.99	07/28/2008	06/30/2012	PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS 01077GAE001	Grant	08/10/2009
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D035316</u>	\$0.00	\$0.00	08/24/2016	02/05/2020	Western Boulevard	Grant	11/25/2016
<u>WATERTOWN CITY OF</u>	<u>Department of State</u>	<u>C006665</u>	\$500,000.00	\$499,427.62	11/01/2006	09/30/2012	WATERFRONT REVITALIZATION PROJECT 19000GE003	Grant	07/11/2007
<u>WATERTOWN CITY OF</u>	<u>Department of State</u>	<u>C303098</u>	\$37,800.00	\$0.00	04/01/2009	03/31/2011	BROWNFIELDS 19000GBE001	Grant	09/16/2009

<u>WATERTOWN CITY OF</u>	<u>Department of State</u>	<u>IM61392</u>	\$20,000.00	\$20,000.00	04/01/2006	07/31/2017	2006 LMI TM61392	Community Projects Fund (Member Initiative)	05/13/2016
<u>WATERTOWN CITY OF</u>	<u>Office of Court Administration - Fifth District Administration</u>	<u>C300305</u>	\$285,180.00	\$143,633.00	04/01/2013	03/31/2018	COURT CLEANING & MINOR REPAIRS CHAPTER 686 WATERTOWN NY	Inter-government	03/13/2014
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>C003615</u>	\$1,719,932.00	\$1,714,744.00	09/09/1999	06/30/2012	PURCHASE TWO SMALL BUSES AND RELATED EQUIPMENT 7797.05.303 - JEFFERSON COUNTY	Grant	01/16/2001
<u>WATERTOWN CITY OF</u>	<u>Department of Environmental Conservation</u>	<u>T305101</u>	\$25,000.00	\$0.00	06/01/2014	05/31/2018	URBAN GRANT ROUND 12 STREET TR	Contracts Not Subject to OSC Pre-Audit	11/06/2014
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D03246Z</u>	\$9,196,524.00	\$8,131,940.35	02/11/2010	12/29/2017	MARCHISELLI AID PROJECT 17000GM001 FACTORY STREET RECONSTRUCTION	Grant	07/28/2010
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>I173750</u>	\$2,401.00	\$1,570.44	09/01/2016	11/30/2016	WM15173750 SHSP RED TEAM	Contracts Not Subject to OSC Pre-Audit	11/22/2016
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D03555Z</u>	\$115,900.00	\$0.00	04/04/2017	11/30/2020	Mill Street/Black River and Route 283 / North Branch Black River	Grant	06/01/2017
<u>WATERTOWN CITY OF</u>	<u>Department of Health</u>	<u>T31720GG</u>	\$15,968.00	\$15,958.08	07/01/2016	06/30/2017	T31720GG-DWFL 7/1/16-6/30/17	Contracts Not Subject to OSC Pre-Audit	02/03/2017
<u>WATERTOWN CITY OF</u>	<u>Governor's Traffic Safety Committee</u>	<u>I00547Z</u>	\$8,679.00	\$8,679.00	10/01/2013	09/30/2014	POLICE TRAFFIC SERVICES	Contracts Not Subject to OSC Pre-Audit	01/27/2014

Simone, Nathan

From: Mills, James <JMills@watertown-ny.gov>
Sent: Tuesday, April 11, 2017 7:20 PM
To: Meyering, Nicolas; Simone, Nathan
Cc: Lumbis, Michael; Urda, Geoffrey T
Subject: RE: City of Watertown DASNY #6373
Attachments: doc06904920170411191853.pdf; Arena amended bond ordinance 11-16.pdf; 11.07.2016%20City%20Council%20Agenda.pdf

I hope the approach I am taking will satisfy your requirements. Rather than dig out the invoices and get copies of the cancelled checks (which I can ultimately do if needed) I have attached the following:

1. A general ledger report of our Arena rehabilitation project expenditures for which all of the expenses related to this grant are included and have been paid. This report indicates \$10,623,329 has been spent.
2. A copy of the approved bond ordinance indicating I have the authority to borrow up to \$10,750,000 for the Arena rehabilitation project.
3. Therefore even we had not yet paid the vendors for the invoices related to this grant I could still do so out of the amount of approved financing still left on the bond ordinance.

Therefore I hope this provides you with adequate reassurance that the City can (and has) provided funding to match its local share of the grant (plus any slight overage of \$3k).

Thank you,
Jim

From: Meyering, Nicolas [mailto:NMeyerin@dasny.org]
Sent: Tuesday, April 11, 2017 2:52 PM
To: Mills, James; Simone, Nathan
Cc: Lumbis, Michael; Urda, Geoffrey T
Subject: RE: City of Watertown DASNY #6373

Excellent, thank you. Hopefully we can fast track this and get it up to the legislature

From: Mills, James [mailto:JMills@watertown-ny.gov]
Sent: Tuesday, April 11, 2017 2:50 PM
To: Simone, Nathan <NSimone@dasny.org>; Meyering, Nicolas <NMeyerin@dasny.org>
Cc: Lumbis, Michael <MLumbis@watertown-ny.gov>; Urda, Geoffrey T <GUrda@watertown-ny.gov>
Subject: City of Watertown DASNY #6373

Mr. Simone and Mr. Meyerin-
Geoff Urda has come to me and explained what you need for the grant. I should be able to get you that by the end of the day.

Thanks-
Jim

James Mills

Total project costs were
\$53,165 ... \$3,165 above
SAM Grant \$50,000.
Proof of additional
Funds.
NSS

Ord No. 5

November 2, 2016

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

Included in tonight's agenda are change orders related to the Arena rehabilitation project, which were Tabled at the October 3, 2016 Council Meeting. Even if the change orders for Bette & Cring and Lawman Heating and Cooling are rejected tonight, City Council must still consider the bond ordinance amendment to fund the change order for Bernier Carr & Associates that was approved by City Council on October 3rd but was contingent to an approved bond ordinance amendment.

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

Stantec		
-Base contract	\$ 99,790	
-Supplemental agreement #1-2	588,403	
-Change order #3	<u>6,260</u>	\$ 694,453
Bette & Cring (General Construction)	6,268,000	
-Change orders #1-10	250,938	
-Revised change order #11	<u>465</u>	6,519,403
Lawman Heating & Cooling (Mechanical)	1,229,000	
-Change orders #1-4	<u>7,004</u>	1,236,004
Lawman Heating & Cooling (Plumbing/Fire Protection)		
-Base contract	668,000	
-Change orders #1-7	<u>102,100</u>	770,100
Lawman Heating & Cooling (Electrical)	976,000	
- Change order #1-5	<u>(8,540)</u>	967,460
Bernier Carr & Associates(Construction Inspection)	150,000	
-Change order #1	23,750	
-Change order #2	<u>23,737</u>	197,487
Furniture, fixtures and equipment (estimate)		175,000
Special inspection & testing (estimate)		16,439
Air monitoring		7,358
Geotech services and hazardous material testing		8,200
Miscellaneous (water valve, stone, roof pull test, etc.)		35,000
Bonding fees		55,000
Contingency costs		<u>68,096</u>
Total Bond Ordinance		<u>\$ 10,750,000</u>

EXHIBIT D: Disbursement Terms

City of Watertown
Improvements to the Alex T. Duffy Fairgrounds Baseball Field
Project ID 9454

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

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the budget in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement or by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved project location(s) and/or items received at the approved project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

City of Watertown
 Improvements to the Alex T. Duffy Fairgrounds Baseball Field
 Project ID 9454

For Office Use Only:		
FMS#: 136593	GranteeID: 205	GrantID: 10535

Payment Request #

For work completed between / / and / /

THIS REQUEST:

A: TASK #*	B: DASNY SHARE*	C: THIS REQUEST	D: TOTAL REQUESTED PRIOR TO THIS REQUEST	E: B-C-D BALANCE
TOTAL:				

* Please note that the task numbers and DASNY Share amounts set forth in columns A and B respectively must correspond to the tasks and DASNY Share amounts set forth in Exhibit A. When submitting a requisition for payment, please remember that DASNY can reimburse you for capital expenditures made by and invoiced to the Grantee set forth on the cover page of this Agreement only. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of a State and Municipal Facilities Program facility.

DASNY may not reimburse Grantees or make payments on invoice for costs including, but not limited to, the following: working capital, rent, utilities, salaries, supplies and other administrative expenses.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the City of Watertown, for Project #9454.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # _____ attached hereto in the amount of \$ _____ for which City of Watertown, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and City of Watertown (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of City of Watertown. The tasks have been completed in the manner outlined in the Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply)**:
 - Readable copies of both front and back of canceled checks.
 - Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - Invoices/receipts for eligible goods/services that have been received/performed at the approved project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT E-I: Payment Requisition Cover Letter
ON GRANTEE'S LETTERHEAD

Date _____

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant
Improvements to the Alex T. Duffy Fairgrounds Baseball Field
Project No. 9454*

To Whom it May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR		
2)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
OR		
3)	<input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose. The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at () _____.

Signature: _____

Print Name: _____ Title: _____

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer (“AAO”)

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise (“MBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of join ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise (“WBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

Res No. 8

August 15, 2018

To: Richard M. Finn, City Manager
From: Vicky L. Murphy, Water Superintendent
Subject:: Hydro Plant Horizontal Crack Repair

During the repairs on the turbines, it was discovered that Unit #2 could not be dewatered because a damaged trash rack was blocking the closure of the unit's gate. The hydro channel had to be dewatered which led to the discovery of a horizontal crack along a cold joint of the hydro-plant building. The crack is approximately ninety feet long, and is five feet below the water level when the channel is full.

A crack of this size compromises the integrity of the building, allows water to infiltrate the building, and needs to be repaired. Staff considers this to be an unforeseen condition affecting public property that requires immediate action which cannot await competitive bidding.

Turbine repairs are expected to be complete by September 21, 2018, and it is desired to have this repair done while the hydro-plant is down and the canal is dewatered. Staff has one estimate for \$76,316.91 and is awaiting a second. Once received, staff will determine the appropriate action needed to repair the crack and will oversee the project.

Action: City Manager recommends approval

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

RESOLUTION

Page 1 of 1

Authorizing Emergency Purchasing Procedures
Hydroelectric Plant

Introduced by

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

WHEREAS the City of Watertown’s hydroelectric plant was in need of repairs and it was necessary to dewater the channel to gain access for said repairs, and

WHEREAS a horizontal crack, approximately ninety feet long, was discovered along a cold joint of the hydro-plant building, five feet below the water level, which compromises the integrity of the building, and

WHEREAS this has created an unforeseen occurrence that affects public property requiring immediate corrective action by the City as the failure will negatively impact down time of the hydroelectric plant, and

WHEREAS the City Water Superintendent, in coordination with the City Engineer, is reviewing a Scope of Services and quotes for the work needed to be completed, and

WHEREAS the City of Watertown, by its City Council, has determined that the failure at the hydroelectric plant has created an unforeseen condition affecting public property that requires immediate corrective work such that the City may proceed to award a contract for necessary repairs without the public bidding requirements contained in Section 103 of the New York General Municipal Law, and

NOW THEREFORE BE IT RESOLVED that based on the nature of the failure at the hydroelectric plant, an unforeseen condition affecting public property was created, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to award a contract for necessary repairs under the emergency provisions of Section 103 of the New York State General Municipal Law.

Seconded by

Public Hearing – 7:30 p.m.

August 15, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Justice Assistance Grant (JAG) Program, Interlocal Agreement
Between the City of Watertown and County of Jefferson

The City Council has scheduled a public hearing on the above subject for 7:30 p.m. on Monday, August 20, 2018.

The Police Department is applying to receive \$10,985 in funding for the City/County from the Justice Assistance Grant (JAG) Program. The City's share of the grant funding would be 60%, or \$6,591. The Jefferson County share is the remaining 40%, or \$4,394.

The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The funds help support gang task forces, crime prevention, domestic violence programs and other law enforcement initiatives.

If awarded, the City will use its funds to purchase patrol vehicle equipment and officer equipment.

The grant requires the City to sign the attached Interlocal Agreement Between the City of Watertown and County of Jefferson. As part of the grant requirement, we must notify the governing body and the public and provide the opportunity to comment and be heard regarding said grant.

City Council may consider the Resolution in tonight's agenda after the public hearing.

CITY SECRETARY

CONTRACT NO. _____

THE STATE OF NY
COUNTY OF Jefferson

2017-DJ-BX-0425

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF Watertown, NY AND COUNTY OF Jefferson, NY

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, _____, by and between the COUNTY of Jefferson acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of Watertown acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Jefferson County, State of NY witnesseth:

WHEREAS, this Agreement is made under the authority of Sections _____, _____ Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body find that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$ 4394 - from the JAG award for the JAG Program: and

WHEREAS, the CITY and COUNTY believe it is to be in their best interest to reallocate the JAG funds.

NOW THEREFORE, the County and CITY agree as follows:

Section 1

CITY agrees to pay COUNTY a total sum of \$ 4394 - of JAG funds.

Section 2

COUNTY agrees to use \$ 4394 - for the JAG Program until 09/30/20. (date)

Section 3

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the _____ Tort Claims Act.

Section 4

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the _____ Tort Claims Act.

Section 5

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF Watertown, NY

COUNTY OF Jefferson, NY

City Manager

Chairman, Board of Legislators

ATTEST:

APPROVED AS TO FORM:

City Secretary

County Attorney

Contract Authorization

APPROVED AS TO FORM:

City Attorney

* By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

August 14, 2018

To: Richard M. Finn, City Manager

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

Subject: Public Hearing for the Community Development Block Grant Program
Consolidated Annual Performance and Evaluation Report

As part of the City's Community Development Block Grant (CDBG) Program, the City Council is required to hold at least two public hearings annually to obtain public input and comments on our program. The first public hearing, typically held in March, is conducted as we prepare to write our Annual Action Plan.

A second public hearing must be held in September, after the conclusion of our program year, to allow the public to comment on the City's annual performance. The September public hearing coincides with the submission of the City's Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD). Federal regulations require that the City submit the CAPER within 90 days of the close of the program year, which is September 28. A draft of the CAPER has to be available for public review at least fifteen days prior to the scheduled public hearing. Staff plans to complete draft of the CAPER by September 1, 2018.

In order to meet the public hearing requirement and comply with the time frames noted above, I am requesting that the City Council schedule a public hearing to hear public comments on the City's Community Development Block Grant Consolidated Annual Performance and Evaluation Report at 7:30 p.m. on Monday, September 17, 2018.

Action: City Manager recommends scheduling a public hearing at the date and time noted above.



August 15, 2018

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Repurposing Department of State Strategic Planning Grant

As you know, the City was awarded a \$50,000 Strategic Planning and Feasibility Study grant from the New York State Department of State (DOS) in December of 2016 for the creation of a Downtown Revitalization Plan. After the award of the grant, Staff worked with the DOS to begin the process of developing a project work plan and grant agreement. Staff also wrote a Request for Proposals and began reviewing proposals that had been submitted by various consultants for the development of the plan.

Concurrent with the above, the City submitted an application for funding to the Downtown Revitalization Initiative (DRI) Program and was subsequently selected as the regional winner of the \$10 million grant. Since the DRI grant included funding for the development of a Strategic Investment Plan for Downtown, the DOS advised the City to suspend work on the original grant and stated that they would work with the City to repurpose the grant funding for another project at a later time. Now that the DRI process is complete, DOS has asked the City to submit proposals to repurpose the grant money. Staff proposed several ideas to the DOS as follows:

1. Utilize the grant funding to implement a project identified in the Downtown-Riverfront Connection Feasibility Study which is currently underway. DOS has stated that utilizing the funding for construction was not an eligible use of the funds because the grant program is for planning and feasibility studies only.
2. Utilize the grant funding to assist the City with a rewrite of the Zoning Ordinance once the Comprehensive Plan is complete. DOS indicated that this idea may be an eligible use of funds but the timeline to start and complete the project was too far into the future. The work would not be able to be started until the end of 2019 at the earliest which would not work within the DOS deadlines for getting under contract and spending the grant funding.
3. Utilize the grant funding to expand the scope of the Sewall's Island Redevelopment Preliminary Design Project. This project was approved by the City Council in the Fiscal Year 2018-2019 Capital Budget in the amount of \$45,000. The project, as proposed in the Capital Budget, involves the development of preliminary designs and cost estimates for the commercial development of the island along with the park and trail development on the eastern portion of the island. The preliminary designs and cost estimates will be used for future budgeting and potential grant applications for construction. Staff is proposing to use the \$50,000 DOS grant to expand the scope of the study to include not only Sewall's Island, but the Factory

Square area located west of the island. DOS indicated that this would be an eligible use of the funding as it falls within the planning and feasibility study category. DOS also liked this proposed use for the funding as it will complement the DRI Strategic Investment Plan by preparing a revitalization plan for a neighborhood and area that connects to the DRI area. The project will seek to create a vision and capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments and businesses and identify transformational projects in this area.

The \$50,000 DOS Strategic Planning Grant requires a \$50,000 match from the City. Staff would propose to match the grant with \$45,000 in funding already approved in the Capital Budget for Sewall's Island and \$5,000 of in-kind services from Staff time so that no additional funding would need to be appropriated. If another project was considered, the \$50,000 match would have to be funded separately by the Council.

I am therefore asking for the City Council's concurrence on this approach to repurposing the DOS grant funding to expand the scope of the Sewall's Island Redevelopment Preliminary Design Project to include the Factory Square area. If the City Council concurs, Staff will work with DOS to develop a revised work plan and grant agreement that will be presented to the Council in the near future.

Action: City Manager recommends proceeding with repurposing the \$50,000 DOS Strategic Planning and Feasibility Study Grant to expand the scope of the Sewall's Island Redevelopment Preliminary Design Project to include the Factory Square area located west of the island.

A handwritten signature in black ink, appearing to be 'R. H.', is written over the end of the 'Action:' text.