

CITY OF WATERTOWN, NEW YORK
AGENDA
Tuesday, September 3, 2019

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Tuesday, September 3, 2019, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Authorizing Master Agreement Federal Aid Local Project Agreement, Public Square Traffic Signal Optimization & Coordination, PIN 70PS02; D036015, Design Phases I-IV
- Resolution No. 2 - Accepting Bid for Newell Street HVAC Replacement
- Resolution No. 3 - Approving Police Department Overhire
- Resolution No. 4 - Accepting Change Order No. 1 for the Central Street Sidewalk Reconstruction Project
- Resolution No. 5 - Authorizing Change to City Fees and Charges Schedule for Vacant Building Registry

ORDINANCES

LOCAL LAW

PUBLIC HEARING

- 7:30 p.m. Proposed Local Law No. 2 of 2019 - A Local Law Adopting Chapter 290 of the Code of the City of Watertown, Vacant Building Registry

OLD BUSINESS

STAFF REPORTS

1. Board and Commission Appointments
2. Tax Sale Certificate Assignment Request – 455 Portage Street
3. Verbal Update from City Manager:
 - Swimming Pool and Bathhouse
 - Use of Rest Rooms Year-Round

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Monday, September 9, 2019, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, SEPTEMBER 16, 2018.

Res No. 1

August 28, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Authorizing Master Agreement Federal Aid Local Project Agreement,
Public Square Traffic Signal Optimization & Coordination,
PIN 70PS02; D036015, Design Phases I-IV

In July 2018, the City of Watertown received notification from the State of New York, Department of Transportation, that they are accepting applications for projects to reduce traffic congestion and vehicle pollution, through the Congestion Mitigation and Air Quality Improvement Program (CMAQ). The program is limited to counties which did not attain National Ambient Air Quality Standards, which includes Jefferson County. The funding is an 80% Federal, 20% Local Share.

The attached Federal Aid Local Project Agreement provides funding for the Design Phases I-IV in the amount of \$75,000. The Federal share of the total is \$60,000, and the City share of \$15,000. Total funding of \$505,000 is included in the FY 2019-20 Budget.

Staff is recommending that the City Council approve this Agreement.

RESOLUTION

Page 1 of 2

Authorizing Master Agreement Federal Aid Local Project Agreement, Public Square Traffic Signal Optimization & Coordination, PIN 70PS02; D036015, Design Phases I-IV

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HOIRBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS a project to reduce traffic congestion and vehicle pollution, Public Square Traffic Signal Optimization and Coordination Project, PIN 780720, D036015 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the cost such program to be borne at the ratio of 80% Federal and 20% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Design Phases I-IV in the amount of \$75,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown authorizes the City Comptroller to pay in the first instance 100% of the federal and non-federal share of the costs of Design Phases I-IV for the project, and

BE IT FURTHER RESOLVED that the sum of \$75,000 is hereby appropriated from the City of Watertown Capital Budget and made available to cover the local cost of participation in the above phase of the Project, and

BE IT FURTHER RESOLVED that the City Comptroller is hereby authorized to pay in the first instance 100% of the federal and non-federal share of the costs of the Design Phases I-IV for the project in the amount of \$75,000 from an appropriation of the City of Watertown Capital Budget, and

RESOLUTION

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Authorizing Master Agreement Federal Aid
Local Project Agreement, Public Square
Traffic Signal Optimization & Coordination,
PIN 70PS02; D036015, Design Phases I-IV

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HOIRBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that in the event the full federal and non-federal share costs of the projects exceeds the amount appropriated above, the City Council of the City of Watertown shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager’s Office, and

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

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

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby approves the Master, a copy of which is attached and made a part of said resolution, and

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

Seconded by

FISCAL YEAR 2019-2020
 CAPITAL BUDGET
 FACILITY IMPROVEMENTS
 DOWNTOWN

PROJECT DESCRIPTION	COST
<p>Downtown Public Square Traffic Signal Coordination</p> <p>This project will involve the extensive traffic data collection, modeling, and design for construction and modifications to coordinate traffic signals in the downtown core and main arterials. Improvements will include traffic signal hardware upgrades, wireless communication between signals, as well as vehicle detection.</p>  <p style="text-align: center; font-size: small;">Public Square Area Traffic Signal Optimization and Coordination Project</p> <p>Design: \$135,000 Inspection: \$56,000 Construction \$314,000</p> <p>Funding to support this project will be through the Federal Congestion Mitigation and Air Quality Program administered by NYSDOT 80% federal, 20% local match</p>	<p>\$505,000</p>
TOTAL	\$505,000



1869

CITY OF WATERTOWN, NEW YORK

SUITE 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7720
FAX (315) 782-9014

JOSEPH M. BUTLER, JR.
MAYOR

August 8, 2018

Scott Docteur, Regional Planning and Program Manager
NYSDOT Region 7 - Planning
317 Washington Street
Watertown, NY 13601

Dear Mr. Docteur:

The City of Watertown is submitting an application to NYSDOT for \$505,000 of funding through the Congestion Mitigation and Air Quality Improvement Program (CMAQ). Funding will be used to optimize traffic signals in the downtown area at (11) eleven locations, which will reduce vehicle idling and emissions, as well as improve efficiencies for vehicle and pedestrian movements.

If our application is successful, the City of Watertown is committed to funding the first instance of payment; with the understanding it is an 80% federal, 20% local share program. This equates to a 20% local match of approximately \$101,000 to see the project come to fruition, which will bring tremendous economic and health benefits to not only Watertown, but the greater Jefferson County region as well.

Thank you for your consideration of the City of Watertown's CMAQ application.

Sincerely,

Joseph M. Butler, Jr.

JMB:eg



**Department of
Transportation**

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

STEVEN G. KOKKORIS, P.E.
Regional Director

August 21, 2019

Mr. Richard Finn, City Manager
Suite 302, City Hall
245 Washington Street
Watertown, NY 13601



RE: PIN 780720 MASTER AGREEMENT
CONTRACT #: D036492
PROJECT: Public Square Traffic Signal Optimization & Coordination
PHASE(S): Design Phases I-IV
MUNICIPALITY: City of Watertown

Dear Mr. Finn:

Attached is the Master Agreement which is required at this time to incorporate funds required for the Design phases of this project.

Accompanying this letter, and the Agreement, is the Schedule A for the subject phases used to establish the locality's participation in the available Federal funding (CMAQ).

Enclosed are two complete agreement packages and six signature sheets. The agreement package contains the following:

- The **Agreement**; and
- The Schedule A
- The Schedule B
- Appendix A
- Appendix A-1
- Appendix B
- Sample Resolution

Mr. Richard Finn
Page 2
August 21, 2019

To Complete the Agreement:

The signature page (page 10) requires the signature of the Local Official authorized to act on the City's behalf, and the signature of the Municipal Attorney, each at the place indicated. The Acknowledgment Statement on page 10 requires a Notary's signature and stamp affixed, as indicated.

Your Resolution should have a number assigned, and the resolution needs to authorize funds for 100% of the total phase cost for all phases. The Resolution Certification must contain the Municipal Seal, either embossed or foil self-adhesive seals are acceptable.

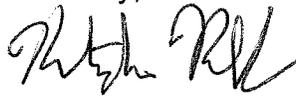
Signatures on all copies of the Signature Page and the Resolution should be in original ball point pen (blue ink).

To Progress the Project:

Please execute and return to my office one complete agreement package and resolution and the six signature sheets and their accompanying six original resolutions authorizing funds for these phases.

If you have any questions concerning this Master Agreement, please contact Michael L. Zimmermann, Project Manager, at (315)785-2405.

Sincerely,



for Scott A. Docteur, P.E.
Director
Planning & Program Management Office

Enclosure

Copy: Tom Maurer, Interim City Engineer, City of Watertown
Kris Reff, Acting Program & Project Management Supervisor (center file)
Michael Zimmermann, Regional PPM Office, Project Liaison

MUNICIPALITY/SPONSOR: **City of Watertown**
PROJECT ID NUMBER: **780720 D#036492** BIN: **N/A**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D036492**

This Agreement is by and between:

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

and

the **City of Watertown** (the "Municipality/Sponsor")
acting by and through **City of Watertown**
with its office at **the Municipal Building, 245 Washington St., Watertown, NY 13601.**

This Agreement covers eligible costs incurred on or after **8/7/2019**.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **Public Square Traffic Signal Optimization and Coordination** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

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WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the Mayor of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid

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Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

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4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or

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PHASE: PER SCHEDULES A

Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor.

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In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

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

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the

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State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

MUNICIPALITY/SPONSOR: City of Watertown
PROJECT ID NUMBER: 780720 D#036492 BIN: N/A
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Michael L. Zimmermann
Title: Regional Local Program Liaison

Address: 317 Washington Street, Watertown, NY 13601
Telephone Number: 315-785-2405
Facsimile Number: 315-785-2315
E-Mail Address: michael.zimmermann@dot.ny.gov

[Municipality/Sponsor] City of Watertown

Name: Mr. Richard Finn
Title: City Manager
Address: 245 Washington Street, Watertown, NY 13601
Telephone Number: 315-785-7730
Facsimile Number: 315-782-9014
E-Mail Address: rfinn@watertown.ny.gov

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at

MUNICIPALITY/SPONSOR: City of Watertown
PROJECT ID NUMBER: 780720 D#036492 BIN: N/A
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

MUNICIPALITY/SPONSOR: City of Watertown
PROJECT ID NUMBER: 780720 D#036492 BIN: N/A
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF *Jefferson*)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

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

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

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

NYS DOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
7807.20.121	Current	CMAQ	\$75,000.00	\$60,000.00	\$0.00	\$15,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$75,000.00	\$60,000.00	\$ 0.00	\$15,000.00

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

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$60,000.00	\$ 0.00	\$ 0.00	\$15,000.00	\$75,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Michael L. Zimmermann
 Phone No: 315-785-2405

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

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

A1. Preliminary Engineering (“PE”) Phase

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

*Municipality has lead responsibility

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

A2. Right-of-Way (ROW) Incidentals (N/A)

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

*Municipality has lead responsibility

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

B. Right-of-Way (ROW) Acquisition (N/A except #5)

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

*Municipality has lead responsibility

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

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

*Municipality has lead responsibility

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

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

*Municipality has lead responsibility

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	Highway Training and Education
20.219	Recreational Trails Program
20.XXX	Highway Planning and Construction - Highways for LIFE;
20.XXX	Surface Transportation Research and Development;
20.500	Federal Transit-Capital Investment Grants
20.505	Federal Transit-Metropolitan Planning Grants
20.507	Federal Transit-Formula Grants
20.509	Formula Grants for Other Than Urbanized Areas
20.600	State and Community Highway Safety
23.003	Appalachian Development Highway System
23.008	Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE RESOLUTIONS

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

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

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

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

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

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

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

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

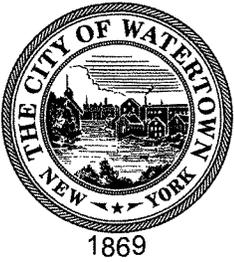
RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

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

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

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

RESOLVED, this Resolution shall take effect immediately



CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL DMorrow@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 785-7752

Dale Morrow
Purchasing Manager

Res No. 2

MEMORANDUM

TO: Richard M. Finn, City Manager
FROM: Dale Morrow, Purchasing Manager
SUBJECT: Bid 2019-25 – Newell Street HVAC Replacement Project
DATE: 08/21/19

The City's Purchasing Department advertised in the Watertown Daily Times on August 3, 2019, calling for sealed bids for the Newell Street HVAC Replacement in Watertown, NY, as per City specifications.

This Newell Street HVAC Replacement Project was not a budgeted expense. It will be paid for from the Contingency Budget in the total estimated amount of \$130,000. This estimated amount includes a contract previously executed with Jade Stone Engineering for design and contract administration in the amount of \$10,500.

The Purchasing Department also issued Invitations to Bid to Bid Net. The City received one (1) sealed bid submittal. The Purchasing Department publically opened and read the sealed bid on August 21, 2019, at 11:00 am local time. The bid tabulation for the bid is shown below.

Description	Ontario HVAC Solutions
	Dexter, NY
Total Bid Price	\$117,900.00

City Engineering and the Purchasing Department reviewed the response to ensure that they complied with the specifications.

Staff recommends that City Council award the bid for the Newell Street HVAC Replacement Project to **Ontario HVAC Solutions, Inc.** for **\$117,900** as the lowest responsive responsible bidder. Ontario HVAC Solutions, Inc. has done satisfactory business with the City before. If there are any questions concerning this recommendation, please contact me at your convenience.

ACTION: City Manager recommends approval.

RESOLUTION

Page 1 of 1

Accepting Bid for Newell Street HVAC Replacement

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa L.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for Newell Street HVAC Replacement, per City specifications, and

WHEREAS bid invitations were also issued to Bid Net with a total of one (1) sealed bid submitted to the Purchasing Department, and

WHEREAS on Wednesday, August 21, 2019, at 11:00 a.m., the bid received was publically opened and read, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bid received with City Engineer Fred Damon, and it is their recommendation that the City Council accept the bid submitted by Ontario HVAC Solutions, Inc.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Ontario HVAC Solutions, Inc. in the annual amount of \$117,900.00 for Newell Street HVAC Replacement as the lowest qualified bidder meeting our specifications.

Seconded by

Res No. 3

August 28, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager

Subject: Approving Police Department Overhire



The FY 2019-2020 budget for the Police Department provided for 66 sworn police personnel. Currently the Department has one pending retirement expected in July 2020.

A Police Academy was budgeted and is being conducted beginning in October. Staff requests Council consider and authorize the hire of one additional position, which will result in a budget overage of one sworn officer in the Department. The Academy and Field Training is a 10-month commitment of training, ending in July of 2020. The hiring of a police cadet for this training will ensure the staffing continuity of the Police force.

Without factoring in for any overtime used to cover staffing shortages, the net budgetary impact is \$16,574.

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 COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa L.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Police Department is presently operating under its FY 2019-20 Budget of sworn 66 police personnel, and

WHEREAS in addition to being staffed under budget at this time, there is one pending retirement expected in July of 2020, and

WHEREAS the Police Training Academy will be conducted in October 2019,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves hiring one additional police cadet at this time, bringing the total Police Department personnel to one 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 October 2019 Police Training Academy.

Seconded by

Res No. 4

August 27, 2019

To: Richard M. Finn, City Manager

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

Subject: Change Order No. 1 for the Central Street Sidewalk Reconstruction Project, Luck Brothers, Inc.

On April 1, 2019, the City Council accepted the bid from Luck Brothers, Inc. for the Central Street Sidewalk Reconstruction Project in the amount of \$290,048 per City specifications. Luck Brothers, Inc. has submitted Change Order No. 1 for additional work that was requested by the City and additional work that was required to complete the project.

The following is background information on the project and the funding sources being utilized to pay for it. The sidewalk project is being funded primarily by program income that has been generated by past Community Development Block Grant (CDBG) projects that were awarded to the City by New York State prior to the City becoming an entitlement community in 2014. Program income has been generated over the years when housing rehabilitation loans are paid back to the City or if the funds are recaptured due to non compliance with the grant requirements.

Prior to March 31, 2019, New York State allowed the City, and other municipalities, to retain and reuse our program income as needed for additional CDBG activities that benefit the community. Previously, there was no deadline for spending the funds and the City was able to use them as needed.

However, in a letter received last year, NYS Homes and Community Renewal (HCR) advised the City that due to audit findings from HUD, they were requiring the City to return any uncommitted program income in their possession on March 31, 2019. Facing the possibility of having to return \$370,000 to the State, the City Council committed to spending this funding on the Central Street Sidewalk Reconstruction Project in order to utilize the funds to provide a benefit to the community.

As noted above, the low bid for the project was \$290,048 which was less than the \$370,000 that the City had available to pay for the project. In addition to the original sidewalk bid, the project incurred \$13,753 in costs for tree removal, stump grinding, transplanting and tree planting. Even with the tree related costs included, the project carried an available balance of over \$66,000. In order to avoid having to return those funds to the State, Staff worked together to determine how to expand the scope of the project to spend the additional funds and benefit the neighborhood. After careful

consideration, the City directed the contractor to replace additional sidewalks in the 800 Block of Burchard Street and at the northeast corner of Burchard St. and North Rutland St. The sidewalk in this area was either in poor condition or non-existent and the expansion into this area was logical extension of the original project. This work totaled approximately \$34,000.

In addition to the sidewalks, the City also directed the contractor to mill and pave the 800 Block of Burchard St. between North Rutland St. and Central St. The existing road condition in this area was deplorable and the paving of this 350' stretch of road greatly improved the neighborhood. This paving work totaled approximately \$23,500.

In addition to the above, there were changes in the various quantities in the original contract. The final quantities came in higher than what was originally estimated for concrete sidewalk, detectable warning strips, topsoil and seeding restoration and asphalt pavement repair (driveway aprons). The total amount over was approximately \$48,600.

Luck Brothers, Inc. has submitted Change Order No. 1 for additional work that was requested by the City and additional work that was required to complete the project in the amount of \$105,730.17, bringing the total contract amount to \$395,778.17. With the tree related work noted above, the total project cost is \$409,531.57.

Most of the change order will be covered by the available CDBG program income. This funding would have been returned to the State if it had not been spent. In addition, approximately \$37,900 in CHIPS funding will be used to pay for the Burchard St. paving and ADA ramp work on Central St. Approximately \$1,600 in funding from the City's annual tree planting budget will be used to cover the cost of replacement trees.

A Resolution for City Council consideration approving Change Order No. 1 in the amount of \$105,730.17 is attached.

ACTION: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Accepting Change Order No. 1
for the Central Street Sidewalk
Reconstruction Project

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa L.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

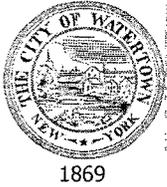
WHEREAS on April 1, 2019, the City Council accepted the bid from Luck Brothers, Inc. for the Central Street Sidewalk Reconstruction Project in the amount of \$290,048, per City specifications, and

WHEREAS Luck Brothers, Inc, has submitted Change Order No. 1 in the amount of \$105,730.17 for additional work that was requested by the City and additional work that was required to complete the project,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby accepts Change Order No. 1 submitted by Luck Brothers, Inc. in the amount of \$105,730.17 for the Central Street Sidewalk Reconstruction Project, bringing the total amount of the contract to \$395,778.17, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all documents necessary to accept Change Order No. 1 on behalf of the City.

Seconded by



CITY OF WATERTOWN, NEW YORK

DEPARTMENT OF ENGINEERING

Room 305, Municipal Building
245 Washington Street
Watertown, New York 13601

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

August 19th, 2019

Near East (Central Street) Sidewalk CDBG Project
Change Order No. 1

Change order No. 1 is necessary to complete the project due to change in quantities that it took to finish the contracted work. The Planning Department also wanted to extend the scope of work 2465 SF of sidewalk replacement along with hard and soft surface restoration. The scope increased due to the winning bid being well under the budget. The quantities increased due to a change of the sidewalk grading.

CHANGE ORDER ITEMS

4" CONCRETE SIDEWALK- 2078 SF @ \$9.00/SF
6" CONCRETE SIDEWALK- 984 SF @ \$10.50/SF
DETECTABLE WARNING STRIPS- 48.6 SF @ \$44.00/SF
TOPSOIL & SEEDING RESTORATION- 1588 SY @ \$10.50/SY
ASPHALT PAVEMENT REPAIR- 482.73 SY @ \$72.00/SY
BURCHARD ST ASPHALT REHAB- total \$23,467.21

Change Order totaling \$105,730.17

Sean O'Connor
Sr. Engineering Technician

Change Order

No. 1

Date of Issuance: 7/22/2019

Effective Date: 9/03/19

Project: Near East (Central Street) Sidewalk Project	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Luck Bros.		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

SEE ATTACHED SUPPORTING DOCUMENTATION

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$290,048.00	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$0	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$290,048.00	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$105,730.17	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$395,778.17	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 8/20/2019

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 8/19/2019

Approved by Funding Agency (if applicable): _____

Date: _____

Central Street Sidewalk Reconstruction Project - Change Order # 1

Central St. Original Contract - Final Numbers

ITEM	DESCRIPTION OF WORK	UNIT PRICE	UM	INSTALLED QUANTITY	SCHEDULE OF VALUES AMOUNT
1.00.02	CONTRACTOR QUALITY CONTROL	\$4,200.00	LS	1.00	\$4,200.00
1.01.01	MISC WORK AND MOBILIZATION	\$27,000.00	LS	1.00	\$27,000.00
1.02.00	MAINTENANCE AND PROTECTION OF TRAFFIC	\$8,000.00	LS	1.00	\$8,000.00
1.02.01	DUST CONTROL AND SWPP	\$1,000.00	LS	1.00	\$1,000.00
1.02.03	UNCLASSIFIED EXCAVATION	\$37.00	CY	133.00	\$4,921.00
1.06.04	4" CONCRETE SIDEWALK	\$9.00	SF	3,916.00	\$35,244.00
1.06.05	5" CONCRETE SIDEWALK	\$9.50	SF	11,850.00	\$112,575.00
1.06.06	6" CONCRETE SIDEWALK	\$10.50	SF	5,264.00	\$55,272.00
1.06.07	DETECTABLE WARNING STRIP	\$44.00	SF	65.00	\$2,860.00
1.14.01	TOPSOIL & SEEDING RESTORATION	\$10.50	SY	1,012.00	\$10,626.00
5.10.13	ASPHALT PAVEMENT REPAIR	\$75.00	SY	378.00	\$28,350.00
				ORIGINAL CONTRACT	\$290,048.00
				QUANTITY CREDIT	-\$340.00
				REVISED TOTAL	\$289,708.00

Burchard Street Sidewalk Addition

ITEM	DESCRIPTION OF WORK	UNIT PRICE	UM	INSTALLED QUANTITY	SCHEDULE OF VALUES AMOUNT
1.00.02	CONTRACTOR QUALITY CONTROL	\$4,200.00	LS	0.00	\$0.00
1.01.01	MISC WORK AND MOBILIZATION	\$27,000.00	LS	0.00	\$0.00
1.02.00	MAINTENANCE AND PROTECTION OF TRAFFIC	\$8,000.00	LS	0.00	\$0.00
1.02.01	DUST CONTROL AND SWPP	\$1,000.00	LS	0.00	\$0.00
1.02.03	UNCLASSIFIED EXCAVATION	\$37.00	CY	0.00	\$0.00
1.06.04	4" CONCRETE SIDEWALK	\$9.00	SF	2,002.00	\$18,018.00

1.06.05	5" CONCRETE SIDEWALK	\$9.50	SF	0.00	\$0.00
1.06.06	6" CONCRETE SIDEWALK	\$10.50	SF	456.00	\$4,788.00
1.06.07	DETECTABLE WARNING STRIP	\$44.00	SF	0.00	\$0.00
1.14.01	TOPSOIL & SEEDING RESTORATION	\$10.50	SY	409.00	\$4,294.50
5.10.13	ASPHALT PAVEMENT REPAIR	\$72.00	SY	96.00	\$6,912.00
	TOTAL THIS PAGE				\$34,012.50

Burchard Street Paving Addition

ITEM	DESCRIPTION OF WORK	UNIT PRICE	UM	INSTALLED QUANTITY	SCHEDULE OF VALUES AMOUNT
BURCHARD ST	PAVING THE 800 BLOCK OF BURCHARD ST. - CENTRAL ST. TO N. RUTLAND ST.	\$23,467.21	LS	1.00	\$23,467.21
	TOTAL THIS PAGE				\$23,467.21

Central St. Quantity Overages

ITEM	DESCRIPTION OF WORK	UNIT PRICE	UM	INSTALLED QUANTITY	SCHEDULE OF VALUES AMOUNT
1.06.04	4" CONCRETE SIDEWALK	\$9.00	SF	76.00	\$684.00
1.06.06	6" CONCRETE SIDEWALK	\$10.50	SF	528.00	\$5,544.00
1.06.07	DETECTABLE WARNING STRIPS	\$44.00	SF	48.60	\$2,138.40
1.14.01	TOPSOIL & SEEDING RESTORATION	\$10.50	SY	1,179.00	\$12,379.50
5.10.13	ASPHALT PAVEMENT REPAIR	\$72.00	SY	386.73	\$27,844.56
					\$48,590.46

TOTAL FIELD CHANGES	\$106,070.17
QUANTITY CREDIT	<u>-\$340.00</u>
TOTAL CHANGE ORDER #1	\$105,730.17
ORIGINAL CONTRACT AMOUNT	<u>\$290,048.00</u>
FINAL CONTRACT PRICE	\$395,778.17

Res No. 5

August 28, 2019

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Authorizing Change to City Fees and Charges Schedule for Vacant Building Registry

If Proposed Local Law No. 2 of 2019 is adopted, City Council should consider the attached resolution to update the City Fees and Charges Schedule to now include fees associated with the Vacant Building Registry.

RESOLUTION

Page 1 of 1

Authorizing Change to City Fees and Charges Schedule for Vacant Building Registry

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa L.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS City Council established a City Fees and Charges Schedule for the City of Watertown, as authorized by Local Law No. 2 of 2016, and

WHEREAS the City Council desires to establish a Vacant Building Registry Program to include fees for registration and inspection, and

WHEREAS the FY 2019-2020 City Fees and Charges Schedule does not presently include such fees,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby adopts the City Fees and Charges Schedule attached and made a part of this Resolution for FY 2019-2020.

Seconded by



City of Watertown
City Fees and Charges Schedule
Fiscal Year 2019-20

Effective: July 1, 2019
Amended: August 19, 2019

City of Watertown
City Fees and Charges Schedule
FY 2019-20

City Clerk Fees

Certified Copies

Certified Birth Certificate	\$10.00
Certified Death Certificate	\$10.00
Certified Marriage Certificate	\$10.00
Genealogy Search	\$22.00

Marriage License and Wedding Ceremony

Marriage License	\$40.00
Duplicate Marriage License	\$20.00
Wedding Ceremony	\$70.00

Dog License

Spayed or Neutered, per year	\$15.00
Not Spayed or Neutered, per year	\$25.00

Handicap Parking Permit

Permanent or Temporary	No Fee
Replacement for Lost Permit	\$2.00 processing fee

Racing and Wagering

Bingo, per occasion	\$18.75 + 3% of proceeds
Bell Jar, per year	\$25.00
Casino Nights, per occasion	\$25.00 + 5% of proceeds
Raffle - Category 1	\$25.00 + 2% of proceeds

Commissioner of Deeds

Application Fee	\$25.00
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Business Permits and Licenses

Vending in Public Streets, per year	\$100.00
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Garbage Collector, Private, per year

License Fee	\$250.00
Each Additional Vehicle	\$125.00
Inspection Fee for Each Vehicle	\$45.00

Liquidation Sale, per month

License Fee for 30 Days	\$500.00
Renewal of License for Additional 30 Days	\$50.00

If Sale is completed within 30 days, fee will be refunded all except for \$75

Copy of City of Watertown Code Book

Current Cost of Publication

Copies

\$0.25 per page

Credit Card Processing Fees (In-Person)

Debit: \$2.50 flat fee per transaction*
 Credit: \$2.50 flat fee for transaction up to \$50; 4% of transaction for fee over \$50*

* Based on current merchant agreement

**City of Watertown
City Fees and Charges Schedule
FY 2019-20**

City Comptroller Fees

Parking Ticket	\$30.00
15 Days After Issue Date	\$40.00
30 Days After Issue Date	\$45.00
Handicap Parking Ticket	\$50.00
Second or Subsequent Offense Within 2 Years	\$75.00
Returned Check Fee	\$20.00
Tax Certification	\$5.00
Tax Search	\$10.00
Lien Search Fee	\$95.00
Tax Sale Advertising Fee	\$15.00
Tax Sale Certificate Filing Fee	\$50.00
Tax Deed Preparation Fee	\$15.00
Online Bill Payment Processing Fee	
Presently for City Tax Bills, County Tax Bills, Delinquent School Tax Bills, Water/Sewer Bills and Sewer Permit Bills	
Debit/Credit	2.85% + \$0.28 per transaction*
eCheck	\$2.50 per transaction*

* Based on current merchant agreement

City of Watertown
City Fees and Charges Schedule
FY 2019-20

Civil Service Fees

Open Competitive and Promotional Exams	\$15.00
Decentralized Exams	\$15.00
Uniformed Service Exams	\$25.00
Uniformed Promotional Exams	\$15.00

**City of Watertown
City Fees and Charges Schedule
FY 2019-20**

Code Enforcement Fees

Building Fees for New Construction

Permit Fee Based on Estimated Cost of Work*

\$0 - \$500	\$5.00 (minimum fee)
\$501 - \$2,000	\$34.50
\$2,001 - \$25,000	\$34.50 for the first \$2,000; \$4.50 for each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	\$138.00 for the first \$25,000; \$2.00 for each additional \$1,000 or fraction thereof
\$50,000 - \$100,000	\$188.00 for the first \$50,000; \$2.00 for each additional \$1,000 or fraction thereof
\$100,000 - \$250,000	\$288.00 for the first \$100,000; \$2.00 for each additional \$1,000 or fraction thereof
\$250,001 - \$500,000	\$588.00 for the first \$250,000; \$1.90 for each additional \$1,000 or fraction thereof
\$500,001 - \$1,000,000	\$1,063.00 for the first \$500,000; \$1.80 for each additional \$1,000 or fraction thereof
\$100,001 - \$5,000,000	\$1,963.00 for the first \$1,000,000; \$1.75 for each additional \$1,000 or fraction thereof

* Estimated Cost of Work for New Construction Calculated as Follows

Residential	\$150.00 per sq ft
Commercial	\$300.00 per sq ft
Industrial	\$400.00 per sq ft
Garage/Misc.	\$30.00 per sq ft

Building Fees for Maintenance & Repairs

Permit Fee Based on Estimated Cost of Work**

\$0 - \$500	\$5.00 (minimum fee)
\$501 - \$2,000	\$5.00 for the first \$500; \$2.00 for each additional \$100 or fraction thereof
\$1,001 and above	\$17.00 for the first \$1,000; \$2.00 for each additional \$1,000 or fraction thereof

** Estimated Cost of Work for Maintenance & Repairs Calculated as Follows

Residential	\$50.00 per sq ft
Commercial	\$100.00 per sq ft
Industrial	\$150.00 per sq ft
Garage/Misc.	\$15.00 per sq ft

Penalty Fee (Work Prior To Permit)

\$50.00

City of Watertown
City Fees and Charges Schedule
FY 2019-20

Code Enforcement Fees (con't)

Various Permits

Sign - Residential	\$10.00
Sign - Business	\$75.00
Sign - Billboard/Sky Sign	\$100.00
Furnace	\$20.00
Woodstove	\$20.00
Hot Water Heater	\$20.00
Plumbing	\$20.00
Propane	\$20.00
Fence	\$20.00
Alarm System	\$20.00
Blasting	\$20.00
Fireworks	\$20.00
Operating Permit	\$20.00

Certificate of Occupancy

Final Certificate of Occupancy	\$0.00
First Provisional Certificate of Occupancy (up to 120 Days)	\$50.00
Extension Beyond the 120 Days From Date of Issuance	\$150.00

Certificate of Compliance

\$20.00

Licensed Master Plumber

Application Fee	\$50.00
Examination Fee (3 Exams)	\$75.00 per exam
Re-Examination Fee After 3 Months (3 Exams)	\$100.00 per exam
License Fee, Annual	\$250.00
Replacement of License Due to Loss	\$5.00

Demolition of Property Surcharge - in addition to direct costs of demolition \$3,000.00

Code Violation Surcharge - in addition to actual cost of restraining, correcting
abating such condition (min charge 1 hr labor & 1 hr equipment) + materials [§120-37] \$250.00

Vacant Building Registry

Registration Fee	\$50.00
Administrative Fee (for failure to register)	\$150.00
Annual Inspection Fee	\$750.00

Miscellaneous Fees

Records Search	\$0.00
Plan Review - Residential 1 & 2 Family	\$0.00
Plan Review - Multifamily/Commercial & Industrial	
Projects costing \$19,999 or less	\$0.00
Projects costing \$20,000 or more w/NYS required stamped plans	\$50.00 per hour plus cost of permit
Black and White Photo Copies	\$0.25 per page
Color Photo Copies	\$1.00 per page

City of Watertown
City Fees and Charges Schedule
FY 2019-20

Department of Public Works

Refuse and Garbage

Trash Sticker For Bag	\$3.25
Trash Tote Service	
32-Gallon Tote	\$48.10 per quarter
64-Gallon Tote	\$72.15 per quarter
96-Gallon Tote	\$96.20 per quarter

Property Maintenance Violation

Non-Sticker Bag Removal	\$5.00 per bag
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Bulk Drop Off Program (Fall Season)

Fee as contained in seasonal flyer based on availability and local area Municipal Solid Waste disposal fees

On-Demand Bulk Item Curbside Collection Service (Summer Season)

Fee as contained in seasonal flyer based on availability and local area Municipal Solid Waste disposal fees

Bus Fares

Individual Base Fare Adult	\$1.50
Individual Base Fare Adult, Half-Fare *	\$0.75
Children Under 12	\$0.50
Children Under 12, Half-Fare *	\$0.25
Transfer	No Charge
Coupon Book:	
Regular (10 Rides)	\$10.00
Regular (10 Rides), Half-Fare *	\$5.00
Regular (20 Rides)	\$20.00
Regular (20 Rides), Half-Fare *	\$10.00
Monthly Unlimited	\$40.00
Monthly Unlimited, Half-Fare *	\$20.00

* Half-Fare rate applies to senior citizens (65 years of age or older) and persons with disabilities and Medicare cardholders

Paratransit

Individual	\$3.00
(Fee based on two times the cost of standard Individual Base Fare Adult and allows for passenger and one caregiver)	

Snow Dump Permit

Per Truck, Up To Three Trucks Per Business	\$150.00
Flat Fee For Four or More Trucks Per Business	\$600.00

**City of Watertown
City Fees and Charges Schedule
FY 2019-20**

Department of Public Works (con't)

Advertising Displays on CitiBus (prices do not include cost of sign)

Street Side Showcase (30" x 88")

Monthly Per Bus	\$55.00
Monthly On All Buses	\$275.00
Yearly On All Buses *	\$3,300.00

Curb Side Showcase (30" x 48")

Monthly Per Bus	\$45.00
Monthly On All Buses	\$225.00
Yearly On All Buses *	\$2,700.00

Front Showcase (12" x 40")

Monthly Per Bus	\$50.00
Monthly On All Buses	\$250.00
Yearly On All Buses *	\$3,000.00

Rear Showcase (12" x 60")

Monthly Per Bus	\$55.00
Monthly On All Buses	\$275.00
Yearly On All Buses *	\$3,300.00

Interior Advertising (11" x 28")

Monthly On All Buses	\$100.00
Yearly On All Buses *	\$1,200.00

* 10% Discount if year is paid in full

Conduit Access

Initial Fee	\$500.00
Monthly Fee, Per Foot of Conduit	\$0.031

Per the Franchise agreement - "If the City is required to be on-site for any request, an hourly rate of \$200 per hour will be assessed."

**City of Watertown
City Fees and Charges Schedule
FY 2019-20**

Engineering Fees

Zoning Reviews

Special Use Permit	\$100.00
Site Plan Minor Review *	\$150.00
Site Plan Major Review **	\$250.00
Site Plan Waiver	\$50.00
Variance of Use or Area	\$150.00
Zone Change	\$100.00
Subdivision Review	\$150.00

* Site Plan Minor is defined as neither a Site Plan Waiver nor a Site Plan Major

** Site Plan Major is defined as a site plan approval application which involves the disturbance of 1 acre or more of ground/soil disturbance and/or construction

Floodplain Development Permit***	\$25.00
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***in addition to any costs necessary for the review, inspection and approval of the project

Dumpster Permit	\$50.00
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Sidewalk Permit	\$0.00
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Curbs and Pavement Cuts

Curb Cuts	\$100.00
Pavement Cuts, up to 3 sq yds	\$200.00
Pavement Cuts, each additional sq yd thereafter	\$30.00
Specialty Pavement Cut	\$150.00 + actual cost of repair and replacement

Septic Tanks and Lateral Disconnections

Septic Tank Permit	\$50.00
Disconnect & Plugging of Unused or Abandoned Lateral Sewers	\$50.00
Repair/Renewal of Existing Sanitary	\$0.00

Sewer Permits - Inside the City

Residential Sanitary	\$100.00
Residential Storm	\$100.00
Commercial Sanitary	\$200.00
Commercial Storm	\$200.00
Industrial Sanitary	\$300.00
Industrial Storm	\$300.00

Sewer Permits - Outside the City

Residential Sanitary	\$300.00
Residential Storm	\$300.00
Commercial Sanitary	\$550.00
Commercial Storm	\$550.00
Industrial Sanitary	\$550.00
Industrial Storm	\$550.00

City of Watertown
City Fees and Charges Schedule
FY 2019-20

Parks and Recreation Fees*

* Military personnel and their immediate families, upon producing military ID, will be charged at the City Resident rate

Arena - Ice Time for Groups	City Resident	Non City Resident
Minor Hockey & Figure Skating / Student Groups		\$80.00 per hour
Adult and Non City Groups		\$120.00 per hour
Events Where Admission / Donation is Charged	\$150.00	\$188.00 per hour
School Ice Skating (Mon - Fri 12:00pm - 2:30pm)	\$2 per student to cover cost of skating and rentals	
Arena - Ice Time	City Resident	Non City Resident
Public Skating	\$3.00	\$4.00 per day
Public Skating (children under the age of 4 years old)	No Charge	No Charge
Season Public Skating Pass	\$125.00	\$156.00 season
Family Ice Skating Pass	\$250.00	\$313.00 season
Skate & Shoot	\$5.00	\$6.00 per day
Season Skate & Shoot Pass	\$125.00	\$156.00 season
Season Skate & Shoot Pass and Public Skate	\$200.00	\$250.00 season
Ice Skate Rental	\$3.00	\$4.00 per day
Ice Skate Rental (children under the age of 4 years old)	No Charge	No Charge
Ice Skate Sharpening	\$5.00	\$6.00 per day
Rock & Skate	\$5.00	\$6.00 per day
Slip Slide & Skate		
Per Season	\$25.00	\$50.00 season
Per Season - With Skate Rental	\$35.00	\$70.00 season
Broomball	\$5.00	\$6.00 per day
Broomball Equipment Rental	\$3.00	\$4.00 per broom
Replacement ID Card	\$5.00	\$6.00 per card
Arena - Rental of Space	City Resident	Non City Resident
Arena Rental / Performances	\$1,000.00	\$1,250.00 per day
Performances - Day Before / After	\$500.00	\$625.00 per day
Arena Rental Non Ice Time	\$100.00	\$125.00 per hour
Multipurpose Room - Daily	\$100.00	\$125.00 per day
Multipurpose Room - Hourly	\$25.00	\$31.00 per hour
Vendor Space	\$100.00	\$125.00 per day
Large Stage Set Up	\$1,000.00	\$1,250.00 per event
Small Stage Set Up	\$500.00	\$625.00 per event
Large Bleacher Set Up	\$500.00	\$625.00 per event
Small Bleacher Set Up	\$250.00	\$313.00 per event
PA System Rental	\$50.00	\$63.00 per event
Hang Signage	\$50.00	\$63.00 per hour
Hospitality Room	\$250.00	\$313.00 per day
Office Rental - Seasonal	\$500.00	\$625.00 per season
Office Rental - Daily	\$50.00	\$63.00 per day
Birthday Party Room	\$50.00	\$63.00 per party
Arena Concession - Per Vendor	\$250.00	\$313.00 per day
Arena Concession - Unlimited Concession Stands	\$1,000.00	\$1,250.00 per day
Craft and Vendor Fairs - Booth w/o Electricity	\$40.00	\$50.00 per day
Craft and Vendor Fairs - Booth w/ Electricity	\$50.00	\$63.00 per day

City of Watertown
City Fees and Charges Schedule
FY 2019-20

Parks and Recreation Fees (con't)

Miscellaneous Arena Fees	City Resident	Non City Resident
Admission to Events		
Craft and Vendor Fairs	\$3.00	\$3.00 per day
Special Events Sponsored by Parks & Rec	\$5.00	\$5.00 per day
Advertising Fees		
Advertising Signs in Arena	\$400.00	\$500.00 May-Aug
Advertising on TV in Lobby	\$100.00	\$125.00 per month
Chairs and Table Rental	City Resident	Non City Resident
Chair Rental: Up to 500 Chairs	\$1.00	\$1.25 per day
Chair Rental: 501 - 1000	\$0.75	\$1.00 per day
Chair Rental: 1001+	\$0.50	\$0.75 per day
Table Rental: 1 - 20 Tables	\$4.00	\$5.00 per day
Table Rental: 21+ Tables	\$3.00	\$4.00 per day
Field Rental	City Resident	Non City Resident
Fairgrounds Main Baseball Field - Grandstand		
Hourly	\$75.00	\$100.00 per hour
Lights	\$75.00	\$100.00 per day
Fairgrounds Main Multipurpose Field - Outdoor Stadium		
Hourly	\$75.00	\$100.00 per hour
Lights	\$75.00	\$100.00 per day
Fairgrounds Horse Ring	\$60.00	\$75.00 per day
Municipal Fairgrounds Rental	\$250.00	\$313.00 per day
Other Athletic Fields		
Hourly	\$20.00	\$25.00 per hour
Lights	\$30.00	\$38.00 per day
Performances	\$1,000.00	\$1,250.00 per day
Day Before / After	\$500.00	\$625.00 per day
Practice - Schools Within City Limits & JCC	50%	N/A per hr
Field Rental For Tournaments	City Resident	Non City Resident
Main Fields - Non-Profit 501C3	\$41.00	\$51.00 per hour
Other Fields - Non-Profit 501C3	\$15.00	\$19.00 per hour
Regular For Profit Events	Hourly rate	Hourly rate per day
Additional Chalk Lining	\$25.00	\$31.00 per lining
Naming Rights - Athletic Fields (5 year term - fields used mid-April through early-October)		
Regular Athletic Fields (11)		\$1,000 per year
Regular Athletic Fields with lights (4)		\$1,500 per year
Main Multi-Purpose Field (1)		\$3,000 per year
Grandstand (1)		\$5,000 per year
Turf	City Resident	Non City Resident
Turf	\$15.00	\$19.00 per bag

City of Watertown
City Fees and Charges Schedule
FY 2019-20

Parks and Recreation Fees (con't)

Parking	City Resident	Non City Resident
Parking - Arena Concert / Performance / Show	\$1,500.00	\$1,875.00 per event
Parking - Outdoor Events	\$3,000.00	\$3,750.00 per event
RV sites	City Resident	Non City Resident
With Utility Hookup	\$25.00	\$31.00 per night
Without Utility Hookup	\$15.00	\$19.00 per night
Jefferson County Agriculture Society Fair		
Arena Rental - Fair		\$3,000.00 fair
RV Sites - Fair Week		\$75.00 per site
Concessions - Jeff Co Ag Society		\$1,000.00 fair
Marquee Advertising	City Resident	Non City Resident
Non Parks and Recreation Events - Daily	\$10.00	\$13.00 per day
Non Parks and Recreation Events - Weekly	\$50.00	\$63.00 per week
Miscellaneous Parks and Recreation Fees	City Resident	Non City Resident
Vendor Fee	\$50.00	\$63.00 per event
Vendor Fee - Large Event	\$300.00	\$375.00 per event
Alcohol Permit Processing Fee	\$10.00	\$13.00 per day
Pavilion Rentals	City Resident	Non City Resident
Mayor Butler Pavilion	\$50.00	\$63.00 per day
Fairgrounds Pavilion	\$50.00	\$63.00 per day
Veterans Memorial Pavilion	\$50.00	\$63.00 per day
Marble Park Pavilion	\$50.00	\$63.00 per day
Thompson Park		
Large Pavilion - One of Four Quarters	\$50.00	\$63.00 per day
Large Pavilion - Full	\$200.00	\$250.00 per day
Picnic Areas	\$10.00	\$13.00 per day
Rotary Pavilion	\$50.00	\$63.00 per day
Pinnacle Pavilion	\$50.00	\$63.00 per day
Band Stand	\$25.00	\$31.00 per day
Thompson Park - Garbage Removal for Large Groups		
1-99 people		\$25.00 per day
100-199 people		\$50.00 per day
200+ people		\$75.00 per day
Bubble Ball	City Resident	Non City Resident
Bubble Ball Rental	\$5.00	\$6.00
Bubble Ball Event Fee	\$100.00	\$125.00

City of Watertown
City Fees and Charges Schedule
FY 2019-20

Parks and Recreation Fees (con't)

Team Sports Programs

Men's and Coed Adult Softball	\$300.00	per team
Sunday Softball	\$300.00	per team
Volleyball Team	\$200.00	per team
Kickball Team	\$225.00	per team
Soccer Tournament	\$225.00	per team
Basketball Tournament	\$125.00	per team
Soccer Teams	\$225.00	per team
Sunday Football League	\$250.00	per team

Baseball and Softball Adult

Athletic Tournaments	City Resident \$200.00	Non City Resident \$300.00 per team
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Parks and Recreation Programs

	City Resident	Non City Resident
Tennis Clinic	\$30.00	\$60.00 per person
Golf Lessons	\$35.00	\$70.00 per person
Youth Baseball & Softball Leagues	\$15.00	\$30.00 per person
Youth Swimming Lessons	\$15.00	\$30.00 per person
Fishing Clinic	\$30.00	\$60.00 per person
Family Yoga	\$10.00	\$20.00 per person
Scuba Diving Lessons	\$30.00	\$60.00 per person
Kid's Zumba	\$15.00	\$30.00 per person
Youth Running Club	\$20.00	\$40.00 per person
Horseback Riding Lessons	\$50.00	\$100.00 per person
Archery Day Camp	\$15.00	\$30.00 per person
Archery Week Camp	\$40.00	\$80.00 per person
Boot Camp Exercise Program	\$25.00	\$50.00 per person
Youth Camps	\$25.00	\$50.00 per person
Parks and Recreation Classes	\$25.00	\$50.00 per person

City of Watertown
City Fees and Charges Schedule
FY 2019-20

Police Fees

Bike License	\$1.00
Copies	\$0.25 per page
Incident Report	\$0.25 per page
Motor Vehicle Report	\$0.25 per page
Records (Background) Check	\$10.00

Police Academy

Tuition	\$1,700.00 per enrollee
Tuition Credits	\$25.00 per instructor hour provided to Academy Training
Books and Supplies	\$300.00

Public Hearing – 7:30 p.m.

August 28, 2019

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: A Local Law Adopting Chapter 290 of the Code of the City of Watertown,
Vacant Building Registry

The City Council has scheduled a public hearing on the Vacant Building Registry Proposed Local Law for 7:30 p.m. on Tuesday, September 3, 2019. After the public hearing, the Council may vote on the attached Local Law.

LOCAL LAW

Page 1 of 6

A Local Law Adopting Chapter 290 of the Code of the City of Watertown, Vacant Building Registry

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

YEA	NAY

Introduced by

Council Member Cody J. Horbacz

A Local Law adopting Chapter 290 of the Code of the City of Watertown providing for the registration and inspection of Vacant Buildings.

WHEREAS the City Council of the City of Watertown has determined that buildings in the City which remain vacant are unsightly, unsafe and have a negative effect on their surroundings, and

WHEREAS these vacant buildings are particularly troublesome in City residential and commercial neighborhoods and, once vacant, remain that way for many years, and

WHEREAS the City Council of the City of Watertown wishes to establish a program in the City of Watertown to identify and register vacant buildings, to determine the responsibilities of owners of vacant buildings and structures, to ensure that the structures do not deteriorate, and to speed the rehabilitation process of vacant properties, and

WHEREAS a public hearing was held on September 3, 2019 at 7:30 p.m. in the City Council Chambers;

BE IT ENACTED by the City Council of the City of Watertown, New York, Chapter 290 of the Code of the City of Watertown, entitled “Vacant Building Registry” shall be adopted and read as follows:

§ 290-1. Legislative findings and purpose.

It is the finding of the City Council of the City of Watertown that buildings in the City which remain vacant are unsightly, unsafe and have a negative effect on their surroundings. This is particularly troublesome in City residential and commercial neighborhoods. Unfortunately, many buildings, once vacant, remain that way for many years. The purpose of this article is to establish a program in the City of Watertown to identify and register vacant buildings; to determine the responsibilities of owners of vacant buildings and structures; to ensure that the structures do not deteriorate; and to speed the rehabilitation process of vacant properties.

LOCAL LAW

Page 2 of 5

A Local Law Adopting Chapter 290 of the Code of the City of Watertown, Vacant Building Registry

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

YEA	NAY

§ 290-2. Definitions.

Unless otherwise expressly stated, the following terms shall, for the purpose of this article, have the meanings indicated in this section:

CODE ENFORCEMENT OFFICER - A duly authorized representative of the Bureau of the Code Enforcement.

OWNER - Those shown to be the owner or owners of the records of the City of Watertown Assessor’s Office, those identified as owner or owners on a vacant building registration form, a mortgagee in possession, assignee of rents, receiver, executor, trustee, lessee, or other firm, corporation or person(s) in control of the premises. Any such persons shall have a joint and several obligations for compliance with the provisions of this article.

SECURED BY OTHER THAN NORMAL MEANS - A building secured by means other than those used in the design of the building such as doors, locks, window locks etc. . .

UNSECURED - A building or portion of a building which is open to entry by unauthorized persons without the use of tools or ladders.

VACANT BUILDING - A building or portion of building in the City of Watertown which is:

- A. Unoccupied and unsecure;
- B. Unoccupied and secured by other than normal means;
- C. Unoccupied and unsafe as determined by a Code Enforcement Officer;
- D. Unoccupied and has multiple housing or building code violations;
- E. Illegally occupied.
- F. Unoccupied building for sale or rent and has multiple housing or building code violations which are not under repair with a valid Building Permit.

** A vacant building with properly maintained building and grounds which meets State Property Maintenance Code, is exempt from registration. (This includes vacant buildings for sale or rent (provided that the property is being actively marketed for sale or rent)

LOCAL LAW

Page 3 of 5

A Local Law Adopting Chapter 290 of the Code of the City of Watertown, Vacant Building Registry

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

YEA	NAY

§ 290-3. Vacant building registration.

- A. The owner shall register a vacant building with the Bureau of Code Enforcement no later than 30 days after the building becomes vacant.
- B. The registration shall be submitted on forms provided by a Code Enforcement Officer and shall include the following information given by the owner:
 - (1) A description of the premises, including but not limited to square footage, number of stories, age of building, and most recent use of the building.
 - (2) The names and addresses of the owner or owners. If the owner is a corporation, limited liability company, or partnership, the address for each director, manager, member or partner, as the case may be. The address must include a street address; a post office box is not an acceptable address.
 - (3) If the owner does not reside in Jefferson county or any adjoining county, the name and address of any third party with whom the owner has entered into a contract or agreement for property management. The address must include a street address; a post office box is not an acceptable address.

§ 290-4. Vacant building fees.

- A. The owner of a vacant building shall pay a registration fee as established by the City Council through a resolution that adopts a City Fees and Charges Schedule. The registration fee is due and payable upon registration: to wit, no later than 30 days after any building becomes a “vacant building,” as defined above, or no later than 30 days after being notified by a Code Enforcement Officer of the required registration.
- B. If the building is to remain vacant more than 90 days, then the owner will also annually pay a vacant building inspection fee as established in the current City Fees and Charges Schedule. This inspection fee is due and payable together with the registration fee.

LOCAL LAW

Page 4 of 5

A Local Law Adopting Chapter 290 of the Code of the City of Watertown, Vacant Building Registry

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

Total

YEA	NAY

- C. If the building is to be rehabilitated or returned to a permitted use allowed within the zoning district within 90 days, then no registration is required as long as it meets the following:
 - Plans must be filed with the office of Code Enforcement for the rehabilitation of the building.
 - The plans must contain a start and/or estimated completion date.
 - Plans must also contain benchmarks calling for progress to be achieved at 30, 60 and 90 day intervals.
 - Failure to meet the above benchmarks without just cause will require the owner to register and pay all fees associated with the registration process and will become due yearly until the rehabilitation has been completed and Certificate of Occupancy or a Certificate of Compliance with this registry law has been issued or the structure has been demolished.

- D. If the owner of a vacant building fails to register within 30 days of being notified by a City Code Enforcement Officer, the annual inspection fee will be charged in addition to the registration fee. If the owner fails to pay the fees in a timely manner, the registration fee plus the administration fee as established by the City Fees and Charges Schedule will become a lien upon the property where on such conditions exist or is located and shall be added to and become a part of the taxes next to be assessed and levied upon such lot or land and shall bear interest at the same rate as taxes and shall be collected and enforced in the same manner as taxes.

§ 290-5. Inspections.

The Code Enforcement Office shall inspect any premises in the City believed to be a vacant building for the purpose of enforcing and assuring compliance with the provisions of this article. Upon the request of the Code Enforcement Officer, an owner may be required provide access to all interior portions of an unoccupied building in order to permit a complete inspection.

§ 290-6. Annual reports.

Once a year, the Code Enforcement Office shall provide the City Manager with a list of all buildings in the City declared vacant under the provisions of this article, as well as a

LOCAL LAW

Page 5 of 5

A Local Law Adopting Chapter 290 of the Code of the City of Watertown, Vacant Building Registry

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

YEA	NAY

list of all previously declared vacant buildings which are no longer subject to the provisions of this article. This listing shall be forwarded to the City Council.

§ 290-7. Penalties for offenses.

Any person violating any provisions of this Vacant Building Registration Law, including but not limited to failure to register, or providing false information to the Code Enforcement Office, shall be subject to the following penalties:

- A. Such person will be subject to a penalty of \$500 for the first month and \$1,000 for each subsequent month that the registration required by this article is not timely performed.
- B. The term, “person,” as used in this section, will include the owner, occupant, mortgagee or vendee in possession, assignee of rents, receiver, executor, administrator, trustee, lessee, agent or any other person, firm or corporation directly in control of the building or part thereof.

BE IT FURTHER ENACTED that this Local Law shall take effect on December 1, 2019 upon being filed with the New York Secretary of State.

Seconded by Council Member Lisa A. Ruggiero

August 28, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager



Subject: Board and Commission Appointments

Below is a listing of current and upcoming vacancies on City Boards and Commissions for City Council review.

Board or Commission	Appointed By	Term	Name of Member	Date of Appt.	Term Expires
Board of Assessment Review	Council	5 Years	Shawn E. Griffin	1/5/15	9/30/19
Transportation Commission	Council	3 Years	Susan Beaman-resigned	3/21/16	4/1/19

August 16, 2019

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Tax sale certificate assignment request – 455 Portage Street

The City has been approached by Joseph A. Sylvester requesting to be assigned the City's tax sale certificate on 455 Portage Street (parcel 09-04-123.000). The tax sale certificate was acquired by the City as the default bidder from the tax sale certificate auction held on June 21, 2018. The current redemption price of the certificate is \$4,202.90. The owner of record for this parcel is Polly A. Dobson. Mr. Sylvester owns 457 Portage Street.



ACTION: City Manager recommends approval.

8-2-19

TO: City Council
FROM: Joseph A. Sylvester
REFERENCE: purchase tax sale
certificate for 455 Portage
Street.

Please be advised that I
am willing to purchase the
tax sale certificate for 455
Portage Street. Any further
questions please feel free in
contacting me at (305) 782-2100

Sincerely your
Joseph A. Sylvester