

CITY OF WATERTOWN, NEW YORK
AGENDA
Tuesday, September 5, 2017

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on **Tuesday**, September 5, 2017, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

Resolution No. 1 - Authorizing the City Manager to Execute the Grant Disbursement Agreement for a State and Municipal Facilities Program Grant for Improvements to Thompson Park

Resolution No. 2 - Authorizing the City Manager to Execute the Grant Disbursement Agreement for a State and Municipal Facilities Program Grant for Upgrades to the Watertown Municipal Arena

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Request for Abate – VL Barben Avenue
2. North Street
3. Information Update for Discussion Regarding Access Drive to City Water Department, Police Department Firing Range and K9 Training, and Public Boat Launch Facilities

NEW BUSINESS

EXECUTIVE SESSION

1. To discuss proposed, pending or current litigation.
2. To discuss Collective Bargaining

WORK SESSION

Next Work Session is scheduled for Monday, September 11, 2017, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, SEPTEMBER 18, 2017.

Res No. 1

August 29, 2017

To: The Honorable Mayor and City Council

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

Subject: Authorizing the City Manager to Execute the Grant Disbursement Agreement for a State and Municipal Facilities Program Grant for Improvements to Thompson Park

As the City Council will recall, State Senator Patty Ritchie requested that the City of Watertown receive a \$50,000 State and Municipal Facilities Program (SAM) Grant for Improvements to Thompson Park. This grant was secured to help pay for the site lighting for the 10th Mountain Division Monument and a portion of the cost of the new playground.

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

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

RESOLUTION

Page 1 of 1

Authorizing the City Manager to Execute the Grant Disbursement Agreement for a State and Municipal Facilities Program Grant for Improvements to Thompson Park

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

YEA	NAY

Introduced by

WHEREAS New York State Senator Patty Ritchie requested that the City of Watertown receive a \$50,000 State and Municipal Facilities Program (SAM) Grant for Improvements to Thompson Park, and

WHEREAS the grant was secured to pay for the site lighting for the 10th Mountain Division Monument and a portion of the cost of the new playground, and

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

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Grant Disbursement Agreement with the Dormitory Authority of the State of New York for the Improvements to Thompson Park Project, (Project ID # 6921), a copy of which is attached and made a part of this resolution, and

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

Seconded by

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

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

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

THE GRANTEE:

City of Watertown
245 Washington Street, Suite 302
Watertown, NY 13601
Contact: Mr. Michael A. Lumbis

Phone: (315) 785-7734
Fax: (315) 785-7829

THE PROJECT:

Improvements to Thompson Park

PROJECT LOCATION:

John C. Thompson Park

GRANT AMOUNT:

\$50,000

FUNDING SOURCE:

State and Municipal Facilities Program
("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:

10/29/15

DATE GDA SENT TO GRANTEE:

8/9/17

DATE AGREEMENT SIGNED BY GRANTEE:

DATE AGREEMENT SIGNED BY DASNY:

EXPIRATION DATE OF THIS AGREEMENT:

PROJECT ID #: 6921
FMS#: 136593
GranteeID: 205
GrantID: 8040

TERMS AND CONDITIONS

1. The Project

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

2. Project Budget and Use of Funds

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

3. Books and Records

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

4. Conditions Precedent to Disbursement of the Grant

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

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

5. Disbursement

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

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

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

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

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

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

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

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

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

6. Non Discrimination and Affirmative Action

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

7. No Liability of DASNY or the State

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

8. Warranties and Covenants

The Grantee warrants and covenants that:

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

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

the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

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

Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

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

9. Default and Remedies

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

adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

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

10. Term of Agreement

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

11. Project Audit

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

12. Survival of Provisions

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

13. Notices

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

14. Assignment

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

15. Modification

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

16. Governing Law

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

17. Confidentiality of Information

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

18. Executory Clause

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

City of Watertown
Improvements to Thompson Park
Project ID 6921

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

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

Authorized Officer

(Printed Name)

Date:

GRANTEE: CITY OF WATERTOWN

(Signature)

(Printed name and title)

Date:

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

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

EXHIBIT A: Project Budget

City of Watertown
 Improvements to Thompson Park
 Project ID 6921

USE OF FUNDS	TIMELINE		SOURCES				TOTAL
	Anticipated Dates		DASNY Share	In-Kind/Equity/Sponsor		Other Sources	
TASKS*	Start	End	Amount	Source Name	Amount	Entity Name	Amount
Improvements to Thompson Park			\$50,000	City of Watertown	\$24,697		\$74,697
	Total Project Cost		\$50,000		\$24,697		\$74,697

* Please note that the tasks set forth in this column must be those for which reimbursement or payment on invoice will be sought. Please ensure that the task list is complete and includes all the tasks for which you will be submitting requisitions. The failure to do so may delay payment.

EXHIBIT B: Opinion of Counsel

[Letterhead of Counsel to the Grantee]

[Date]

DASNY
515 Broadway
Albany, New York 12207

Attn: Michael E. Cusack, General Counsel

*Re: State and Municipal Facilities Program ("SAM") Grant
Improvements to Thompson Park
Project ID 6921*

Ladies and Gentlemen:

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

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

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

Very truly yours,

EXHIBIT C: Grantee Questionnaire

SAM 6924
N. Meyerling

Grant Programs
Grantee Questionnaire

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

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

SECTION I: GENERAL INFORMATION

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

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

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

Grantee FEIN: 15-6000419

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

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

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

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

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

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

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

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

B. GRANT AWARD

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

IF ANSWER IS "YES", PLEASE EXPLAIN:

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

IF ANSWER IS "YES", PLEASE EXPLAIN:

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

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

IF ANSWER IS "NO", PLEASE EXPLAIN:

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

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

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

SECTION III: DUE DILIGENCE QUESTIONS

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

YES NO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: _____

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

IF CLOSED, PROVIDE THE DATE CLOSED: _____

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

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

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

CERTIFICATION

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

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

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

Sharon Addison
Signature of Authorized Officer

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

Sharon Addison
Printed Name of Authorized Officer

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

City Manager
Title of Authorized Officer

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

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

Ann M. Saunders
Notary Public

Ann M. Saunders
Notary Public

Supporting Documentation for Section III: Due Diligence Questions

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

- Rural Urban Public Transportation (Department of Transportation)
Contract Effective Dates: 07/01/2012 – 06/30/2018
Contact: Michael LaBello, Office of Integrated Modal Services, Public Transportation Bureau, 50 Wolf Road, POD 54, Albany, NY 12232
Contract ID number: C003930
- Court Cleaning & Minor Repairs Chapter 686 (Inter-Government)
Contract Effective Dates: 04/01/2013 – 03/31/2018
Contact: James P. Shanahan, Principal Administrative Assistant, State of New York Unified Court System, Fifth Judicial District, Onondaga County Courthouse, 600 S State Street, Syracuse, NY 13202-3099
Contract ID number: C300305
- Urban Grant Round 12 Street Trees (Department of Environmental Conservation)
Contract Effective Dates: 06/01/2014 – 05/31/2017
Contact: Debra Gorka, Forester, NYS DEC, 270 Michigan Avenue, Buffalo, NY 14203
Contract ID number: T305101

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

Question #3, Other Grants: A separate SAM Grant (**SAM #6690**) will fund a portion of the playground project. SAM #6690 will fund the purchase of the Ages 5-12 playground equipment, while this grant will fund the purchase of the Ages 2-5 playground equipment.

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

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

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

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

OPEN BOOK NEW YORK

Home | Overview | Search Tips | Contact Us | Feedback
Home > NYS Active Contract Search > Contract Search Results

[Printer Friendly \(PDF\)](#)
[Download to an Excel Spreadsheet](#)

Contract Search Results

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

Vendor Name	Department/Facility	Contract Number	Current Contract Amount	Spending to Date	Contract Start Date	Contract End Date	Contract Description	Contract Type	Original Contract Approved/Filed Date
WATERTOWN CITY OF	Office of Homeland Security and Emergency Services	C190349	\$96,000.00	\$96,000.00	10/16/2014	08/31/2016	TECHNICAL RESCUE & URBAN SEARCH AND RESCUE	Grant	01/28/2015
WATERTOWN CITY OF	Office of Homeland Security and Emergency Services	T173750	\$2,401.00	\$0.00	09/01/2016	11/30/2016	WM15173750 SHSP RED TEAM	Contracts Not Subject to OSC Pre-Audit	11/22/2016
WATERTOWN CITY OF	Department of Transportation	D032061	\$0.00	\$0.00	08/30/2009	08/30/2029	LIGHTING MAINTENANCE AGREEMENT WATERTOWN, JEFFERSON COUNTY	Inter-government	08/12/2009
WATERTOWN CITY OF	Department of Environmental Conservation	T305101	\$25,000.00	\$0.00	06/01/2014	05/31/2017	URBAN GRANT ROUND 12 STREET TR	Contracts Not Subject to OSC Pre-Audit	11/08/2014
WATERTOWN CITY OF	Office of Court Administration - Fifth District Administration	C300305	\$285,180.00	\$115,200.00	04/01/2013	03/31/2018	COURT CLEANING & MINOR REPAIRS CHAPTER 686 WATERTOWN NY	Inter-government	03/13/2014
WATERTOWN CITY OF	Department of Transportation	D034945	\$46,875.00	\$39,523.71	02/11/2010	03/31/2017	Factory Street Reconstruction	Grant	07/16/2015
WATERTOWN CITY OF	Department of Transportation	D032467	\$9,196,524.00	\$6,231,111.73	02/11/2010	03/31/2017	MARCHISELLI AID PROJECT 17000GM001 FACTORY STREET RECONSTRUCTION	Grant	07/28/2010
WATERTOWN CITY OF	Department of State	TM61392	\$20,000.00	\$0.00	04/01/2006	07/31/2017	2006 LMI TM61392	Community Projects Fund (Member Initiative)	05/13/2016
WATERTOWN CITY OF	Department of Transportation	C003759	\$145,100.00	\$110,287.17	03/05/2008	03/04/2018	RURAL NON-URBANIZED PUBLIC TRANSPORTATION FEDERAL SECTION 5311 17000GE001	Grant	08/26/2008
WATERTOWN CITY OF	Division of Criminal Justice Services	T637356	\$10,000.00	\$0.00	07/01/2016	06/30/2017	LIVESCAN REPLACEMENT	Contracts Not Subject to OSC Pre-Audit	08/20/2016
WATERTOWN CITY OF	Department of Transportation	C003695	\$2,173,500.00	\$2,160,724.37	05/07/2003	05/06/2028	CONSTRUCTION OF GARAGE FACILITY	Grant	06/17/2003
WATERTOWN CITY OF	Office of Homeland Security and Emergency Services	X200017	\$0.00	\$0.00	09/05/2016	09/04/2018	MEMORANDUM OF AGREEMENT FOR TEMPORARY LOAN OF FIRE SUPPRESSION FOAM EQUIPMENT	Inter-government	08/30/2016
WATERTOWN CITY OF	Department of Transportation	D035316	\$0.00	\$0.00	08/24/2016	02/05/2020	Western Boulevard	Grant	11/25/2016
WATERTOWN CITY OF	Department of Transportation	D035315	\$350,000.00	\$0.00	08/24/2016	02/05/2020	Western Blvd New Construction	Grant	10/26/2016
WATERTOWN CITY OF	Department of Transportation	C003930	\$137,300.00	\$137,300.00	07/01/2012	06/30/2018	RURAL URBAN PUBLIC TRANSPORTATION 17000GE006 SECTION 5311 OPERATING ASSISTANCE AGREEMENT	Grant	03/06/2012

15 Contracts Found - Displaying page 1 of 1

RESOLUTION

Page 1 of 1

Authorizing Application for Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG)

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

YEA	NAY
X	
X	
X	
X	
X	
5	0

Total

Introduced by

Council Member Teresa R. Macaluso

WHEREAS the City of Watertown Fire Department is seeking City Council approval to apply for grant funding under FEMA's Assistance to Firefighters Grant (AFG) Program, and

WHEREAS the purpose of this program is for acquiring additional equipment, including equipment to enhance the safety or effectiveness of firefighting, rescue, training and fire-based EMS functions, and

WHEREAS the application, in the amount of \$318,875.85 plus an additional \$5,000 with the City match of 10%, would provide funding for much needed equipment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to submit a grant application under FEMA's Assistance to Firefighters Grant (AFG) Program, and

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

Seconded by Council Member Stephen A. Jennings



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

1869

March 14, 2016

The Honorable Charles E. Schumer
United States Senate
Leo O'Brien Building, Room 420
Albany, NY 12207

Dear Senator Schumer:

I am writing with regard to your recent correspondence of February 25, 2016 to Fire Chief Dale Herman announcing the FY2015 SAFER Grant Program application period.

As Mayor of Watertown, I would like to begin by thanking you personally for your sponsorship and continued support of the Assistance to Firefighters Grant Program. Watertown's Fire Department has benefitted directly from the Program which has enabled the refresh of aging radio and firefighting equipment to state-of-the-art technology. It continues to be an important means of offsetting the City's costs for communications and firefighting gear.

In regards to the SAFER grant, I wanted to provide an explanation and some background on last year's application and Grant award that we rejected. In February 2015, the City Council authorized, by resolution, Fire Chief Dale Herman to submit a grant application for the SAFER Grant. The City Council further resolved that approval of accepting the grant would be subject to City Council vote. In August, City Council voted not to accept the SAFER Grant award for \$287,948. At the time of the application, City Council was aware of pending Fire negotiations, but had not yet committed fully to the strategy. Subsequent to the application, the Council adopted the FY2015/16 Annual Budget and abolished two firefighter positions. Additionally, prior to being notified of the Grant award, the Council authorized the hire of a labor attorney to assist and proceed with negotiations, and the strategy was shared in detail.

As Fire negotiations are still ongoing, I wish to inform you that the City will not be applying for the FY2015 SAFER Grant as we find the Collective Bargaining Agreement between the City and the Fire union is financially unsustainable for the municipality and unfriendly to the taxpayer. The agreement creates a stranglehold on management's ability to define the Department's organizational structure, staffing, and response to emergency situations. The agreement contains minimum manning and provisions that accelerate costs to uncontrollable levels because of required staffing levels. It is with these additional factors in mind that we elect not to seek this assistance.

Thank you for thinking of the City of Watertown in regards to this opportunity and for your representation of Watertown and the North Country. I hope to see you in Watertown when the chance arises. Best wishes in the interim, and I look forward to our next communication.

Sincerely,


Joseph M. Butler, Jr.

EXHIBIT D: Disbursement Terms

City of Watertown
Improvements to Thompson Park
Project ID 6921

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

Standard Reimbursement

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

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

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

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

EXHIBIT E: Payment Requisition Form and Dual Certification

City of Watertown
Improvements to Thompson Park
Project ID 6921

For Office Use Only:		
FMS#: 136593	GranteeID: 205	GrantID: 8040

Payment Request # _____

For work completed between _____ / _____ / _____ and _____ / _____ / _____

THIS REQUEST:

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

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

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

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the City of Watertown, for Project #6921.

We hereby warrant and represent to DASNY that:

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

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date _____

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

*Re: State and Municipal Facilities Program ("SAM") Grant
Improvements to Thompson Park
Project No. 6921*

To Whom it May Concern:

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

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

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

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

Signature: _____

Print Name: _____ Title: _____

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

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

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

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

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

Affirmative Action Officer (“AAO”)

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

Contracting Party

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

Minority Business Enterprise (“MBE”)

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

Minority Group Member

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

Minority and Women-Owned Business Enterprise Participation

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

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

Women-owned Business Enterprise (“WBE”)

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

Res No. 2

August 29, 2017

To: The Honorable Mayor and City Council

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

Subject: Authorizing the City Manager to Execute the Grant Disbursement Agreement for a State and Municipal Facilities Program Grant for Upgrades to the Watertown Municipal Arena

As the City Council will recall, State Senator Patty Ritchie requested that the City of Watertown receive a \$50,000 State and Municipal Facilities Program (SAM) Grant for upgrades to the Watertown Municipal Arena. The City will use the grant funding to pay for the cost of the marquee sign, building sign and the scoreboard that was included in the project.

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

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

RESOLUTION

Page 1 of 1

Authorizing the City Manager to Execute the Grant Disbursement Agreement for a State and Municipal Facilities Program Grant for Upgrades to the Watertown Municipal Arena

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

YEA	NAY

Introduced by

WHEREAS New York State Senator Patty Ritchie requested that the City of Watertown receive a \$50,000 State and Municipal Facilities Program (SAM) Grant for Upgrades to the Watertown Municipal Arena, and

WHEREAS the grant was secured to pay for the cost of the marquee sign, building sign and the scoreboard that was included in the project, and

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

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Grant Disbursement Agreement with the Dormitory Authority of the State of New York for the Upgrades to the Watertown Municipal Arena Project (Project ID # 6373), a copy of which is attached and made a part of this resolution, and

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

Seconded by

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

DORMITORY AUTHORITY OF THE STATE OF NEW YORK (“DASNY”):

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

THE GRANTEE:

City of Watertown
245 Washington Street, Suite 302
Watertown, NY 13601
Contact: Mr. Michael A. Lumbis

Phone: (315) 785-7734
Fax: (315) 785-7829

THE PROJECT:

Upgrades to the Watertown Municipal Arena

PROJECT LOCATION:

Municipal Arena

GRANT AMOUNT:

\$50,000

FUNDING SOURCE:

State and Municipal Facilities Program (“SAM”)

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:

12/23/15

DATE GDA SENT TO GRANTEE:

8/9/17

DATE AGREEMENT SIGNED BY GRANTEE:

DATE AGREEMENT SIGNED BY DASNY:

EXPIRATION DATE OF THIS AGREEMENT:

PROJECT ID #: 6373
FMS#: 136593
GranteeID: 205
GrantID: 6499

TERMS AND CONDITIONS

1. The Project

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

2. Project Budget and Use of Funds

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

3. Books and Records

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

4. Conditions Precedent to Disbursement of the Grant

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

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

5. Disbursement

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

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

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

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

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

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

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

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

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

6. Non Discrimination and Affirmative Action

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

7. No Liability of DASNY or the State

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

8. Warranties and Covenants

The Grantee warrants and covenants that:

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

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

the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

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

Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

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

9. Default and Remedies

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

adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

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

10. Term of Agreement

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

11. Project Audit

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

12. Survival of Provisions

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

13. Notices

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

14. Assignment

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

15. Modification

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

16. Governing Law

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

17. Confidentiality of Information

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

18. Executory Clause

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

City of Watertown
Upgrades to the Watertown Municipal Arena
Project ID 6373

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

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

Authorized Officer

(Printed Name)

Date:

GRANTEE: CITY OF WATERTOWN

(Signature)

(Printed name and title)

Date:

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

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

EXHIBIT A: Project Budget

City of Watertown
 Upgrades to the Watertown Municipal Arena
 Project ID 6373

USE OF FUNDS	TIMELINE		SOURCES				TOTAL
	Anticipated Dates		DASNY Share	In-Kind/Equity/Sponsor	Other Sources		
TASKS*	Start	End	Amount	Source Name	Amount	Entity Name	Amount
Upgrades to the Watertown Municipal Arena			\$50,000	City of Watertown Funds	\$3,158		\$53,158
	Total Project Cost		\$50,000		\$3,158		\$53,158

* Please note that the tasks set forth in this column must be those for which reimbursement or payment on invoice will be sought. Please ensure that the task list is complete and includes all the tasks for which you will be submitting requisitions. The failure to do so may delay payment.

EXHIBIT B: Opinion of Counsel

[Letterhead of Counsel to the Grantee]

[Date]

DASNY
515 Broadway
Albany, New York 12207

Attn: Michael E. Cusack, General Counsel

*Re: State and Municipal Facilities Program ("SAM") Grant
Upgrades to the Watertown Municipal Arena
Project ID 6373*

Ladies and Gentlemen:

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

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

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

Very truly yours,

EXHIBIT C: Grantee Questionnaire

Grant Programs
Grantee Questionnaire

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

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

SECTION I: GENERAL INFORMATION

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

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

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

Grantee FEIN: 15-6000419

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

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

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

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

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

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

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

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

B. GRANT AWARD

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

IF ANSWER IS "YES", PLEASE EXPLAIN:

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

IF ANSWER IS "YES", PLEASE EXPLAIN:

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

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

IF ANSWER IS "NO", PLEASE EXPLAIN:

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

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

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

SECTION III: DUE DILIGENCE QUESTIONS

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

YES NO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: _____

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

IF CLOSED, PROVIDE THE DATE CLOSED: _____

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

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

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

CERTIFICATION

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

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

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

Sharon Addison
Signature of Authorized Officer

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

Sharon Addison
Printed Name of Authorized Officer

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

City Manager
Title of Authorized Officer

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

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

Elaine Giso
Notary Public

Elaine Giso
Notary Public

ELAINE GISO
Notary Public, State of New York
Qualified in Jefferson County
No. 01G14619507
Commission Expires 1/31/18

ELAINE GISO
Notary Public, State of New York
Qualified in Jefferson County
No. 01G14619507
Commission Expires 1/31/18

Supporting Documentation for Section III: Due Diligence Questions

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

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

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

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

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

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

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

New York State Comptroller Thomas P. DiNapoli
Office of the State Comptroller

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Contract Search Results

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

 Vendor Name	 Department/Facility	 Contract Number	 Current Contract Amount	 Obligation to Date	 Contract Start Date	 Contract End Date	 Contract Description	 Contract Type	 Original Contract Approved/Filed Date
WATERTOWN CITY OF	Governor's Traffic Safety Committee	T004838	\$7,350.00	\$7,350.00	10/01/2012	09/30/2013	DMV01-0000026-3700393 STEP	Contracts Not Subject to OSC Pre-Audit	01/11/2013
WATERTOWN CITY OF	Office of Parks Recreation & Historic Preservation	CE10066	\$74,950.12	\$74,950.12	11/12/2010	11/11/2015	SOLDIERS AND SAILORS MONUMENT RESTORATION	Grant	02/03/2014
WATERTOWN CITY OF	Office of Homeland Security and Emergency Services	C190329	\$138,831.14	\$138,831.14	04/22/2013	08/31/2015	TECHNICAL RESCUE & USAR	Grant	09/12/2013
WATERTOWN CITY OF	Department of Labor	T014720	\$5,895.00	\$5,400.00	08/01/2013	07/31/2014	OSH T & E FY 13/14	Contracts Not Subject to OSC Pre-Audit	07/10/2013
WATERTOWN CITY OF	Department of Labor	T014449	\$19,443.00	\$19,443.00	08/01/2012	07/31/2013	OSH T&E FY 12/13	Contracts Not Subject to OSC Pre-Audit	08/15/2012
WATERTOWN CITY OF	Department of Environmental Conservation	C304667	\$150,000.00	\$150,000.00	11/01/2012	12/31/2013	MUNICIPAL WASTE REDUCTION & RECYCLING PROGRAM	Grant	05/01/2013
WATERTOWN	Department of State	C006475	\$50,000.00	\$50,000.00	11/01/2005	12/31/2009	WATERFRONT REV	Grant	03/01/2006

CITY OF							PROJECT (EPF)		
<u>WATERTOWN CITY OF</u>	<u>Division of Criminal Justice Services</u>	<u>T632534</u>	\$26,500.00	\$26,500.00	01/01/2012	12/31/2012	BJ11632534 BYRNE JAG 01490GN005	Contracts Not Subject to OSC Pre-Audit	02/09/2012
<u>WATERTOWN CITY OF</u>	<u>Department of Labor</u>	<u>T014076</u>	\$14,134.00	\$14,134.00	08/01/2011	07/31/2012	OSH T&E FY 11/12	Contracts Not Subject to OSC Pre-Audit	08/22/2011
<u>WATERTOWN CITY OF</u>	<u>Governor's Traffic Safety Committee</u>	<u>T003552</u>	\$11,100.00	\$8,660.51	10/01/2010	09/30/2011	HIGHWAY SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM 23001GA014	Contracts Not Subject to OSC Pre-Audit	03/03/2011
<u>WATERTOWN CITY OF</u>	<u>Department of State</u>	<u>C006357</u>	\$95,000.00	\$95,000.00	12/01/2003	06/30/2010	LOCAL WATERFRONT REV PROJECT (EPF)	Grant	01/08/2004
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>T173709</u>	\$37,972.00	\$37,971.00	11/22/2010	07/31/2013	TECHNICAL RESCUE & URBAN SEARCH AND RESCUE GRANT PROGRAM (USAR) 2010	Contracts Not Subject to OSC Pre-Audit	06/06/2011
<u>WATERTOWN CITY OF</u>	<u>Governor's Traffic Safety Committee</u>	<u>T004320</u>	\$7,290.00	\$7,290.00	10/01/2011	09/30/2012	HS STEP 23001GA018	Contracts Not Subject to OSC Pre-Audit	05/23/2012
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>C190349</u>	\$96,000.00	\$96,000.00	10/16/2014	08/31/2016	TECHNICAL RESCUE & URBAN SEARCH AND RESCUE	Grant	01/28/2015
<u>WATERTOWN CITY OF</u>	<u>Department of Environmental Conservation</u>	<u>T303926</u>	\$12,000.00	\$12,000.00	08/20/2008	08/19/2011	2009 COMMUNITY REFORESTATION PROJECT	Contracts Not Subject to OSC Pre-Audit	10/20/2009
<u>WATERTOWN CITY OF</u>	<u>Department of Environmental Conservation</u>	<u>T304588</u>	\$5,000.00	\$5,000.00	09/01/2011	08/31/2014	TREE PLANTING PROJECT	Contracts Not Subject to OSC Pre-Audit	01/26/2012
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>C003930</u>	\$137,300.00	\$137,300.00	07/01/2012	06/30/2018	RURAL URBAN PUBLIC TRANSPORTATION 17000GE006 SECTION 5311 OPERATING ASSISTANCE AGREEMENT	Grant	03/06/2012

<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D031963</u>	\$276,860.17	\$276,860.17	04/14/2009	12/30/2011	HIGHWAY PROJECT 17000GL001 ARRA FUNDS HWY RESURF ARSENAL STREET AND WASHINGTON STREET	Grant	11/16/2011
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D032061</u>	\$0.00	\$0.00	06/30/2009	06/30/2029	LIGHTING MAINTENANCE AGREEMENT WATERTOWN, JEFFERSON COUNTY	Inter-government	08/12/2009
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>C003841</u>	\$119,929.88	\$119,929.88	10/01/2008	09/30/2013	RURAL TRANSPORTATION - ARRA FUNDING	Grant	10/26/2009
<u>WATERTOWN CITY OF</u>	<u>Department of Environmental Conservation</u>	<u>C303560</u>	\$705,540.00	\$705,540.00	12/28/2006	12/31/2013	BROWNFIELDS 09000GBD001 DER ERP SEWALL'S ISLAND E623021 WATERTOWN CITY OF	Grant	02/25/2010
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>C003662</u>	\$1,066,100.00	\$1,066,100.00	07/01/2002	06/30/2012	SECTION 5311 OPERATING ASSISTANCE 17000GE001	Grant	07/15/2002
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>X200017</u>	\$0.00	\$0.00	09/05/2016	09/04/2018	MEMORANDUM OF AGREEMENT FOR TEMPORARY LOAN OF FIRE SUPPRESSION FOAM EQUIPMENT	Inter-government	08/30/2016
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>C190319</u>	\$133,248.00	\$133,248.00	08/22/2012	08/31/2014	Technical Rescue & Urban Search & Rescue	Grant	01/25/2013
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>C173775</u>	\$901,600.00	\$901,599.99	07/28/2008	06/30/2012	PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS 01077GAE001	Grant	08/10/2009
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D035316</u>	\$0.00	\$0.00	08/24/2016	02/05/2020	Western Boulevard	Grant	11/25/2016
<u>WATERTOWN CITY OF</u>	<u>Department of State</u>	<u>C006665</u>	\$500,000.00	\$499,427.62	11/01/2006	09/30/2012	WATERFRONT REVITALIZATION PROJECT 19000GE003	Grant	07/11/2007
<u>WATERTOWN CITY OF</u>	<u>Department of State</u>	<u>C303098</u>	\$37,800.00	\$0.00	04/01/2009	03/31/2011	BROWNFIELDS 19000GBE001	Grant	09/16/2009

							BROWNFIELDS TRANSFER TO DOS FROM ENCON		
<u>WATERTOWN CITY OF</u>	<u>Department of State</u>	<u>C078864</u>	\$86,940.00	\$80,983.05	04/01/2007	03/31/2011	SHARED MUNICIPAL SERVICES INCENTIVE	Grant	03/03/2009
<u>WATERTOWN CITY OF</u>	<u>Department of State</u>	<u>C006891</u>	\$505,000.00	\$504,812.50	06/04/2009	12/31/2012	WATERFRONT REVITALIZATION EPF 2007	Grant	11/27/2009
<u>WATERTOWN CITY OF</u>	<u>Office of Court Administration - Fifth District Administration</u>	<u>C300190</u>	\$339,691.00	\$208,918.72	04/01/2008	03/31/2013	COURT CLEANING AND MINOR REPAIRS WATERTOWN, NEW YORK	Inter- government	02/23/2009
<u>WATERTOWN CITY OF</u>	<u>Department of State</u>	<u>C006794</u>	\$367,500.00	\$367,500.00	11/01/2007	06/30/2013	WATERFRONT REV PROJECT EPF	Grant	01/11/2008
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D034945</u>	\$46,875.00	\$39,748.62	02/11/2010	03/31/2017	Factory Street Reconstruction	Grant	07/16/2015
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D013584</u>	\$2,968,175.00	\$2,288,052.64	12/30/1999	12/31/2005	MARCHISELLI PROJ - BRIDGE REPLACEMENT, PEARL ST BRIDGE OVER BLACK RIVER - 7752.34.121	Grant	02/26/2004
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D013697</u>	\$101,000.00	\$75,785.60	02/08/2000	06/30/2002	NON-MARCHISELLI	Grant	10/15/2001
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D017149</u>	\$12,847,628.00	\$8,219,521.53	03/23/2001	03/31/2010	MARCHISELLI AID PROJECT 17000GM001 STATE STREET RECONSTRUCTION- CITY OF WATERTOWN	Grant	05/14/2007
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>C003759</u>	\$145,100.00	\$110,287.17	03/05/2008	03/04/2018	RURAL NON- URBANIZED PUBLIC TRANSPORTATION FEDERAL SECTION 5311 17000GE001	Grant	06/26/2008
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>C003695</u>	\$2,173,500.00	\$2,160,724.37	05/07/2003	05/06/2028	CONSTRUCTION OF GARAGE FACILITY	Grant	06/17/2003
<u>WATERTOWN CITY OF</u>	<u>Division of Criminal Justice Services</u>	<u>T637356</u>	\$10,000.00	\$10,000.00	07/01/2016	06/30/2017	LIVESCAN REPLACEMENT	Contracts Not Subject to OSC Pre-Audit	06/20/2016
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D035315</u>	\$350,000.00	\$110,358.93	08/24/2016	02/05/2020	Western Blvd New Construction	Grant	10/26/2016

<u>WATERTOWN CITY OF</u>	<u>Department of State</u>	<u>TM61392</u>	\$20,000.00	\$20,000.00	04/01/2006	07/31/2017	2006 LMI TM61392	Community Projects Fund (Member Initiative)	05/13/2016
<u>WATERTOWN CITY OF</u>	<u>Office of Court Administration - Fifth District Administration</u>	<u>C300305</u>	\$285,180.00	\$143,633.00	04/01/2013	03/31/2018	COURT CLEANING & MINOR REPAIRS CHAPTER 686 WATERTOWN NY	Inter-government	03/13/2014
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>C003615</u>	\$1,719,932.00	\$1,714,744.00	09/09/1999	06/30/2012	PURCHASE TWO SMALL BUSES AND RELATED EQUIPMENT 7797.05.303 - JEFFERSON COUNTY	Grant	01/16/2001
<u>WATERTOWN CITY OF</u>	<u>Department of Environmental Conservation</u>	<u>T305101</u>	\$25,000.00	\$0.00	06/01/2014	05/31/2018	URBAN GRANT ROUND 12 STREET TR	Contracts Not Subject to OSC Pre-Audit	11/06/2014
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D032467</u>	\$9,196,524.00	\$8,131,940.35	02/11/2010	12/29/2017	MARCHISELLI AID PROJECT 17000GM001 FACTORY STREET RECONSTRUCTION	Grant	07/28/2010
<u>WATERTOWN CITY OF</u>	<u>Office of Homeland Security and Emergency Services</u>	<u>T173750</u>	\$2,401.00	\$1,570.44	09/01/2016	11/30/2016	WM15173750 SHSP RED TEAM	Contracts Not Subject to OSC Pre-Audit	11/22/2016
<u>WATERTOWN CITY OF</u>	<u>Department of Transportation</u>	<u>D035557</u>	\$115,900.00	\$0.00	04/04/2017	11/30/2020	Mill Street/Black River and Route 283 / North Branch Black River	Grant	06/01/2017
<u>WATERTOWN CITY OF</u>	<u>Department of Health</u>	<u>T31720GG</u>	\$15,968.00	\$15,958.08	07/01/2016	06/30/2017	T31720GG-DWFL 7/1/16-6/30/17	Contracts Not Subject to OSC Pre-Audit	02/03/2017
<u>WATERTOWN CITY OF</u>	<u>Governor's Traffic Safety Committee</u>	<u>T005477</u>	\$8,679.00	\$8,679.00	10/01/2013	09/30/2014	POLICE TRAFFIC SERVICES	Contracts Not Subject to OSC Pre-Audit	01/27/2014

49 Contracts Found - Displaying page 1 of 1



CITY OF WATERTOWN, NEW YORK

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

1869

March 14, 2016

JOSEPH M. BUTLER, JR.
MAYOR

The Honorable Charles E. Schumer
United States Senate
Leo O'Brien Building, Room 420
Albany, NY 12207

Dear Senator Schumer:

I am writing with regard to your recent correspondence of February 25, 2016 to Fire Chief Dale Herman announcing the FY2015 SAFER Grant Program application period.

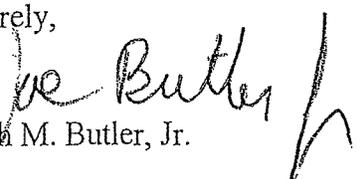
As Mayor of Watertown, I would like to begin by thanking you personally for your sponsorship and continued support of the Assistance to Firefighters Grant Program. Watertown's Fire Department has benefitted directly from the Program which has enabled the refresh of aging radio and firefighting equipment to state-of-the-art technology. It continues to be an important means of offsetting the City's costs for communications and firefighting gear.

In regards to the SAFER grant, I wanted to provide an explanation and some background on last year's application and Grant award that we rejected. In February 2015, the City Council authorized, by resolution, Fire Chief Dale Herman to submit a grant application for the SAFER Grant. The City Council further resolved that approval of accepting the grant would be subject to City Council vote. In August, City Council voted not to accept the SAFER Grant award for \$287,948. At the time of the application, City Council was aware of pending Fire negotiations, but had not yet committed fully to the strategy. Subsequent to the application, the Council adopted the FY2015/16 Annual Budget and abolished two firefighter positions. Additionally, prior to being notified of the Grant award, the Council authorized the hire of a labor attorney to assist and proceed with negotiations, and the strategy was shared in detail.

As Fire negotiations are still ongoing, I wish to inform you that the City will not be applying for the FY2015 SAFER Grant as we find the Collective Bargaining Agreement between the City and the Fire union is financially unsustainable for the municipality and unfriendly to the taxpayer. The agreement creates a stranglehold on management's ability to define the Department's organizational structure, staffing, and response to emergency situations. The agreement contains minimum manning and provisions that accelerate costs to uncontrollable levels because of required staffing levels. It is with these additional factors in mind that we elect not to seek this assistance.

Thank you for thinking of the City of Watertown in regards to this opportunity and for your representation of Watertown and the North Country. I hope to see you in Watertown when the chance arises. Best wishes in the interim, and I look forward to our next communication.

Sincerely,


Joseph M. Butler, Jr.

RESOLUTION

Page 1 of 1

Authorizing Application for Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG)

	YEA	NAY
Council Member BURNS, Roxanne M.	X	
Council Member BUTLER, Joseph M. Jr.	X	
Council Member JENNINGS, Stephen A.	X	
Council Member MACALUSO, Teresa R.	X	
Mayor GRAHAM, Jeffrey E.	X	
Total	5	0

Introduced by

Council Member Teresa R. Macaluso

WHEREAS the City of Watertown Fire Department is seeking City Council approval to apply for grant funding under FEMA’s Assistance to Firefighters Grant (AFG) Program, and

WHEREAS the purpose of this program is for acquiring additional equipment, including equipment to enhance the safety or effectiveness of firefighting, rescue, training and fire-based EMS functions, and

WHEREAS the application, in the amount of \$318,875.85 plus an additional \$5,000 with the City match of 10%, would provide funding for much needed equipment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to submit a grant application under FEMA’s Assistance to Firefighters Grant (AFG) Program, and

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

Seconded by Council Member Stephen A. Jennings

EXHIBIT D: Disbursement Terms

City of Watertown
Upgrades to the Watertown Municipal Arena
Project ID 6373

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

Standard Reimbursement

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

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

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

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

EXHIBIT E: Payment Requisition Form and Dual Certification

City of Watertown
 Upgrades to the Watertown Municipal Arena
 Project ID 6373

For Office Use Only:		
FMS#: 136593	GranteeID: 205	GrantID: 6499

Payment Request # _____

For work completed between ____ / ____ / ____ and ____ / ____ / ____

THIS REQUEST:

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

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

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

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the City of Watertown, for Project # 6373.

We hereby warrant and represent to DASNY that:

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

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

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

Date

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

*Re: State and Municipal Facilities Program ("SAM") Grant
Upgrades to the Watertown Municipal Arena
Project No. 6373*

To Whom it May Concern:

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

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

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

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

Signature: _____

Print Name: _____ Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and subtotaled by task #. Please use additional sheets if necessary.

Task #: _____ **Task Description:** _____

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for Task:			(Transfer to Exhibit E)

Task #: _____ **Task Description:** _____

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

Task #: _____ **Task Description:** _____

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

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

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

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

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

Affirmative Action Officer (“AAO”)

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

Contracting Party

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

Minority Business Enterprise (“MBE”)

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

Minority Group Member

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

Minority and Women-Owned Business Enterprise Participation

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

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

Women-owned Business Enterprise (“WBE”)

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

August 31, 2017

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Request for Abate – VL Barben Avenue

I received a request to abate the surcharge from the City of Watertown on the cost of mowing tall grass at the above address.

I have reviewed the facts of this request and have decided to abate the \$150.00 fee in accordance with §310-10 approved by City Council November 4, 2013.

Dear

Sharen Addison,

I received a bill from your office for \$320.61 for cutting my lawn on Barber Ave.

I had called (the company A Cut Above) to cut it they were very busy and told me I would have to wait at least 10 days.

But the city men got there first. My husband died nine years ago so I don't receive a pension just Social S. Please help me. ph 315 7823696

I am 91 years yours truly
old Rita Houppert

CITY OF WATERTOWN
INVOICE

Customer Id DPW00007580

Invoice Number 2017/40/0062741
 Invoice Date 7/26/2017
 Invoice Due Date 8/25/2017

HOUPPERT RITA G
 Attn: RE: VL BARBEN AVE
 250 BELLEW AVE
 WATERTOWN NY 13601

Mail Remittance To:
 CITY COMPTROLLER'S OFFICE
 ROOM 203, CITY HALL
 245 WASHINGTON STREET
 WATERTOWN NY 13601
 (315) 785-7754

Desc: TALL GRASS VL BARBEN AVE

Prop Log: BARBEN AVE



Muni/Sbl: 221800 14-0017-108.000

Service	Quantity	Unit	Unit Price	Amount
7/21/2017 MOWING LABOR FEE	1.00		102.86	102.86 tx
DPW EQUIPMENT FEE	1.00		36.00	36.00 tx
LEAF BLOWER FEE	1.00		2.00	2.00 tx
WEED TRIMMERS FEE	3.00		2.00	6.00 tx
CODE ENFORCEMENT SURCHARGE	1.00		150.00	150.00 tx
SALES TAX: DPW				23.75

146.86
 11.75 tax

 158.61

Total Amount Due 320.61

Please Make Check Payable To: CITY COMPTROLLER
 Please Reference Invoice Numbers On All Remittance

August 31, 2017

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planning and Community Development Director
Subject: North Street

At the August 21, 2017 City Council meeting, Council Member Walczyk asked Staff to research the history of North Street, which is located between the 900 Block of Water Street and the old City Landfill property. North Street is a paper street, meaning that the street right-of-way is only visible on the City's "paper" tax maps and is not physically constructed. As you will see in the attached photo and aerial map, there is a short section of unimproved gravel driveway that extends approximately 100' easterly of Oak Avenue which serves the lone house that is located there.

Based on some preliminary deed research, it appears that this subdivision was created in the late 1800's. In addition to the parcels, the subdivision created a strip of land that was intended to be developed into a City street to serve the lots and houses that were proposed to be built there. The development never occurred, and City Assessor Brian Phelps is conducting additional research to try and determine the owner of the paper street portion of the subdivision. There are no records in the Engineering Department's street index that would indicate that the land was ever deeded to the City or that the street has been officially dedicated. Currently, there are five different owners of the 29 parcels that front the paper street, including the City of Watertown.

The zoning and land use plan history of this area has seen several changes over the years. In a review of old land use and zoning maps, Staff found several changes between residential and industrial that occurred over the years. A 1925 Land Use Map showed this area being planned for an industrial or manufacturing district. It appears that residential uses were considered in 1941 as a Preliminary Zoning Map shows the area as a Residence B District as does a 1942 zoning map. However, a 1960 Zoning Map shows the area designated for Light Industrial. This change likely coincided with the adoption of the current Zoning Ordinance in 1959. The 1987 Land Use Plan designated the area as Medium Density Residential, but the area remained zoned Light Industrial until 2012, when the City changed the zoning from Light Industrial to its current designation of Residence C.

There are water and sewer utilities on Water Street and Oak Avenue, but none along North Street. It is likely that the combination of the Light Industrial zoning and lack of utilities along the street limited the development in this area over the years. Residential uses are not allowed in industrial districts and the lack of utilities along the street made the area unattractive for any proposed residential development.

As mentioned above, the Land Use Plan for this area recommends Medium Density Residential use. The Land Use Plan is the only planning tool or guide that the City has available to direct/steer future development in this or any other area of the City. The Land Use Plan is fairly outdated being that it is 30 years old and does not reflect existing conditions and current community goals. If the City is successful in obtaining funding for and completing a Comprehensive Plan, a clearer vision for this area and the entire City will be developed, along with strategies to achieve those goals and objectives.



August 31, 2017

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Information Update for Discussion Regarding Access Drive to City Water Department, Police Department Firing Range and K9 Training, and Public Boat Launch Facilities

On August 21, 2017, the City Council discussed at length the SPCA request to dedicate the access drive off of Eastern Boulevard which provides entry to Water and Police Department facilities in addition to the public boat launch. Following the meeting, Council Member Walczyk requested answers to the following questions to facilitate further discussion on this topic.

What is the definition of [a] City street?
What responsibility do we have once designated an "official street"?
What prevents the City from allowing the SPCA access to their property right now?
What is [the] national standard for buffer zones around the water supply?
What solutions does the City propose for the development of the SPCA's land?

Staff responses to the above questions are as follows:

Q. What is the definition of a City street?
A. Please refer to section 243 of the City Charter. A copy is attached to this report for your review.

Q. What responsibility do we have once designated an "official street"?
A. Our responsibility is to maintain them as City streets unless and until they are no longer designated a City street.

Q. What prevents the City from allowing the SPCA access to their property right now?
A. The SPCA has already received monies for giving up access. The SPCA has received the potential development portion of the property's value.

Q. What is the national standard for buffer zones around the water supply?
A. There is no national standard for buffer zones around a water supply. However, the buffer/setback to reduce adverse impact of runoff on drinking water is 100' – 350'. The boundary of the SPCA property bordering the City's drinking water supply falls within this zone. A map is attached for your review.

Q. What solution does the City propose for the development of the SPCA land?

A. The property sought to be developed is in the Town of Pamela. Staff does not propose expending City funds to develop a Pamela parcel. Rather, staff proposes to acquire this property from the SPCA and next seek its annexation as a City parcel to extend the buffer/source water protection zone to the City's source water supply. Staff would insist that this parcel not be developed in order to protect against the adverse impact of overland flow and runoff to the City's source water supply.

There are two points that must be considered when Council considers SPCA's request for access. First, the SPCA makes their request to obtain entry through the access drive with the intent to sell the parcel. Second, it is Staff's recommendation that City Council elect to purchase this property to protect the City's source water supply. This year's CFAs included grant funding available to purchase property to protect source water with priority given to property within 2000' of the source water supply.

Staff will be available to answer any questions.

Request for a Portion of Marble Street to be a Dedicated City Street

Mayor Butler reviewed the request from the SPCA to dedicate a section of Marble Street as an official City street.

Ms. Addison explained their intent is to sell a piece of property facing Eastern Boulevard and would like access to it from the roadway to the public boat launch. She pointed out this is not a public street and the City only maintains it to access the firing range and dredging storage area. Ms. Addison stressed that this access road is not maintained for any public benefit except for the boat launch.

Mayor Butler described the location and agreed it is not a dedicated street, but it allows access to the Police Department's firing range and other resources of the water filtration plant. He said it is to the SPCA's advantage to have it be a dedicated street so that a curb cut can be done in order to market the land for sale.

Council Member Walczyk questioned what would make it a dedicated street because the City already maintains it.

Attorney Stone explained this section of road may not be built to the standards of a public street because it is only used for the City's benefit. She questioned if the land adjacent to it, which is owned by the SPCA, is in the City limit's. She warned that the City would be spending public money for a private purpose. Referring Council to the memo, Attorney Stone mentioned the Water Superintendent was opposed to the sale and development of this property as well due to the potential hazards that could affect the water quality and homeland security issues. In addition, she noted the SPCA has already been paid for the property when they gave up their access to it to the NYS DOT, and she stated that in order to reinstate their access from Route 3, the SPCA would need to approach the State.

The ownership of the access road and property to be developed, as well as the City limits, were discussed. Mr. Phelps confirmed the access road is owned by the City and is within the City limits, while the property in question to be developed by a private developer is currently owned by SPCA and is outside the City limits. He clarified that the tax maps do not show it as a street and discussed the overlays of third parties' maps, such as Google Maps, which do not have the authority to designate it as a street.

Council Member Horbacz asked if there was a drawback to making this a City street.

Attorney Stone reiterated that she is not sure if it is built to the standards of a City street, pointing out that it is a private road mostly for the City's use and not for the public. She added the public is allowed to use it for the boat launch but the City reserves the right to discontinue that. She mentioned the Water Superintendent's concerns to the City's water supply and stressed that her office has already opined that the City cannot provide this benefit to a private entity because it would be an unconstitutional giving of a gift.

Council Member Walczyk said this is the piece that he does not understand because if the City is maintaining a section of their property of any purposes, how can it be construed to someone else's benefit.

Attorney Stone explained that the only reason why the SPCA wants it dedicated is for their ability to sell the property to a third party. She added that the City could currently choose to discontinue maintaining it at any time because it is not a public street.

Council Member Walczyk advised there are other streets within the City that are not built to standard so he does not understand why this is an issue.

Ms. Addison stressed this is a driveway for accessing City facilities so it is maintained for that purpose and pointed out that no one uses the boat launch during the wintertime.

Council Member Horbacz questioned why it would not benefit the City to make this an official street, mentioning CHIPs funding.

Mayor Butler replied that there are many other streets within the City that deserve to be maintained with CHIPs funding, noting there is very little traffic on this road.

Council Member Horbacz asked what would need to be done to the street to make it an official street.

Mr. Wood said he could look to see if there are any drawings as to how the road was built and do some test holes to see what the stone base is and how much asphalt there is. He advised the City Charter specifies a process and has specifications as to how wide the street boundary has to be. He added that this does not mean that the City does not own property where a street exists, such as with Gaffney Drive. He explained Gaffney Drive is too narrow to be dedicated as a street so when the property was purchased Council adopted a resolution stating the City would take maintenance responsibility of it. In response to Council Member Horbacz questions, Mr. Wood discussed street widths and the necessary right-of-way needed.

In response to Council Member Horbacz, Mayor Butler said that if the SPCA's request was not involved, Council would not be having this conversation. He added the City would not gain any more public benefit by paving this because people already get to the boat launch so paving, sidewalks, curbing and dedicating the street specifically serves as a benefit to the SPCA. He read the paragraph from the memo stating the City Attorney's opinion, which is the dedication of this access as an official City street is akin to a gift of public monies for a private purpose. He added that is the main issue but there are also concerns from the Water Superintendent regarding the proximity of the property to the City's source of water supply. He suggested this be discussed further at the next meeting and asked that the Water Superintendent and Attorney Slye, who wrote the opinion, be present to respond to questions.

Council Member Walczyk said he would be interested to see what other options are available and suggested allowing access through what is currently there instead of making it an official street.

§ 243. No new street shall be accepted as a city street unless it be at least three (3) rods in width and a map thereof be filed in the office of the County Clerk of the County of Jefferson and with the City Engineer and a deed thereof for highway purposes, together with an abstract of title, be delivered to and filed with the City Clerk. Such street may be accepted upon recommendation of the City Engineer and after such work as he/she may require, by way of sewer and water installation, grading, macadamizing, paving or curbing, at his/her option, shall have been done. (As amended by L.L. 1996, No. 2.)

§ 243-a. Private streets with a sixty-foot right-of-way or twenty-eight (28) feet in width, curb to curb, may be accepted by the city as city streets upon the owners thereof conveying title of the bid of any such street to the city. The deed of any such street shall contain a clause excepting and reserving to the owner, his successors and assigns the right to use, maintain and replace any sewer, water, gas, electric, telephone or any other utilities which may serve the abutting properties running beneath or above such street. Any expense incurred for the use of such facilities shall be borne by the property owner served or owners of the facilities serving and at no cost to the city. A map thereof shall be filed in the Jefferson County Clerk's office and with the City Engineer. (As added by L.L. 1968, No. 1; as amended by L.L. 1996, No. 2.)

§ 244. If between the apportionment and extension of any tax on the assessment rolls, as provided for in this Act, the actual collection of the tax or assessment so apportioned and extended the city should issue tax anticipation notes against such taxes or assessments so apportioned and extended, the amount of such notes remaining unpaid as of the first day of March, in the case of the county and state tax, and as of the first day of August, in the case of the city tax, shall be included in the tax levy for the following year in the particular budget for which said money was borrowed and repaid out of the first moneys collected as taxes which may be available; and in case of the recovery of any final judgment against the city which cannot be paid out of the general city fund after defraying the ordinary expenses of the city payable from such fund, the City Council shall include the amount of such judgment or judgments in the tax levy for the following year in addition to the amount authorized by this Act to be raised as city taxes. (As amended by L. 1943, c. 710; L. 1945, c. 839; L. 1953, c. 878, § 312.)

§ 246. No pecuniary obligation whatever shall be created on the part of the city which shall not be payable in the fiscal year and which cannot be discharged from the income of the same year, except as otherwise provided herein or in the Local Finance Law and excepting that a contract may be made for the lighting of the public streets, parks and place of the city or for the collection of garbage, ashes and other waste materials or for the purchase of aviation fuel for a period not exceeding five (5) years, but the total amount of the expense of lighting the streets and parks of the city or for the collection of garbage, ash and other waste materials, as well as for the purpose of aviation fuel for each year, shall be raised by taxation as herein provided. (As amended by L. 1943, c. 710; L.L. 1970, No. 1.)

Draft Mapping Application

Search Parcels: 4-27

Search

- Layers
 - PARCELS
 - Parcels
 - Address Point
 - SEWER FEATU
 - WATER FEATU
 - RETIRED WAT
 - PLANNING
 - Conduit
 - Street Condition
 - BASE MAP DAT
 - ROADS
 - 2006 Transm
 - 2010 Transm
 - Black River
 - Wetlands
 - Floodplain
 - City Bounda
- 2015 Imagery
- 2011 Images



Export

Print Key

Property Address

Owner

Secondary Name

4-27-102.000

526 Eastern Blvd

Town of LeRay