

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Monday, October 2, 2017**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, October 2, 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 - Opposing Wind Farm Development in Proximity to Fort Drum
  
- Resolution No. 2 - Authorizing the City Manager to Execute the Grant Disbursement Agreement for a State and Municipal Facilities Program Grant for Renovations to the Thompson Park Playground
  
- Resolution No. 3 - Authorizing Standard Federal Aid Highway And Marchiselli Aid Project Agreement, Massey Street, Coffeen Street and Court Street Bridge Rehabilitation Project, PIN 775362; D035666, Preliminary Engineering Design Phase
  
- Resolution No. 4 - Approving Change Order No. 5 for Watertown Arena Renovation Project, Mechanical Work, Lawman Heating and Cooling, Inc.
  
- Resolution No. 5 - Authorizing Professional Services Agreement for Bridge NY Project, C&S Engineers
  
- Resolution No. 6 - Authorizing Intermunicipal Agreement, Jefferson County Stormwater Coalition

## **ORDINANCES**

- Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Pearl Street Bridge, in and for Said City
- Ordinance No. 2 - An Ordinance Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City

## **LOCAL LAW**

## **PUBLIC HEARING**

## **OLD BUSINESS**

- Tabled Resolution Accepting Bid for Concession Food and Supplies
- Laid Over Under the Rules An Ordinance Authorizing the Issuance of \$440,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of a Splash Pad at Thompson Park, in and for Said City
- Laid Over Under the Rules An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Roofs on the Pump House and the Valve Shack at the City's Water Treatment Plant, in and for Said City
- Laid Over Under the Rules An Ordinance Authorizing the Issuance of \$225,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Roof on Fire Station No. 1, at 224 Massey Street South, in and for Said City
- Laid Over Under the Rules An Ordinance Authorizing the Issuance of \$450,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Heating, Ventilating and Air Conditioning System at the Massey Street Fire Station, in and for Said City

**STAFF REPORTS**

1. Fiscal Year 2016-17 GASB 45 Other Post-employment Benefits Actuarial Valuation

**NEW BUSINESS**

**EXECUTIVE SESSION**

**WORK SESSION**

Next Work Session is scheduled for **Tuesday**, October 10, 2017, at 7:00 p.m.

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, OCTOBER 16, 2017.**

Res No. 1

September 27, 2017

To: City Council Members

From: Joseph M. Butler, Jr., Mayor

Subject: Opposing Wind Farm Development in Proximity to Fort Drum

New York State's Article 10 Siting Board and the Public Service Commission are currently considering project licenses to operate in Jefferson, Lewis, St. Lawrence and Oswego Counties. At the North Country Regional Economic Council recently held, unanimous support was given opposing wind farm projects that would create radar interference at the base. The FDRLO also has expressed publicly their concern about wind farm development potentially compromising the mission readiness capability of Fort Drum, in addition to concerns raised by our local state and federal representatives.

Wind farm development can be an important initiative to pursue as it offers an alternative green source of energy that is pollution free and generated at the source. While we recognize the benefits of wind farm development, we simple do not want the strategic location of Fort Drum and their mission readiness capability to be diminished.

Fort Drum is the major economic engine of the North Country and the largest single site employer in our area. Protecting the airspace is vital to national security and to Fort Drum's future as the Army is continually evaluating the effectiveness of its training installations and as such, we are committed to protecting and enhancing their effectiveness.

Attached for Council consideration is a resolution affirming our opposition to the industrial wind projects under review.

# RESOLUTION

Page 1 of 1

Opposing Wind Farm Development in Proximity to Fort Drum

*Introduced by*

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

WHEREAS protecting the North Country’s airspace is vital to Fort Drum’s future as the Army is continually evaluating the effectiveness of its training installations, and

WHEREAS wind farm development can be an important initiative to pursue as it offers an alternative green source of energy that is pollution free and generated at the source, and while we recognize the benefits of wind farm development, we simply do not want the strategic location of Fort Drum and their mission readiness capability to be diminished, and

WHEREAS as the major economic engine of the North Country and largest single site employer, the economic vitality of the region and thousands of jobs depend on its continued relevance to the Army mission, and

WHEREAS protecting and enhancing Fort Drum, home to the 10<sup>th</sup> Mountain Division, is of utmost priority to the City of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown opposes the industrial wind projects being evaluated by New York State’s Article 10 Siting Board and the Public Service Commission in the immediate proximity to Fort Drum to ensure the national security and continued readiness for future training missions.

*Seconded by*

Res No. 2

September 27, 2017

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

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

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 renovations to the Thompson Park Playground. The City will use the grant funding to pay for the costs associated with the 5-12 play area and site furnishings.

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 Renovations to the Thompson Park Playground

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 renovations to the Thompson Park Playground, and

WHEREAS the grant was secured to pay for the cost of the 5-12 play area and site furnishings, 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 renovations to the Thompson Park Playground Project (Project ID # 6690), 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:

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**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

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**THE GRANTEE:**

City of Watertown  
245 Washington Street, Suite 302  
Watertown, NY 13601  
Contact: Mr. Jeffrey Polkowski  
  
Phone: (315) 785-7884  
Fax: (315) 782-7829

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**THE PROJECT:**

Renovations to the Playground in Thompson Park

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**PROJECT LOCATION:**

John C.Thompson Park

**GRANT AMOUNT:**

\$50,000

**FUNDING SOURCE:**

State and Municipal Facilities Program ("SAM")

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For Office Use Only:

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

7/8/16

**DATE GDA SENT TO GRANTEE:**

9/11/17

**DATE AGREEMENT SIGNED BY GRANTEE:**

**DATE AGREEMENT SIGNED BY DASNY:**

**EXPIRATION DATE OF THIS AGREEMENT:**

**PROJECT ID #:** 6690  
**FMS#:** 136593  
**GranteeID:** 205  
**GrantID:** 7811

## 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](http://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](http://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  
Renovations to the Playground in Thompson Park  
Project ID 6690

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)

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(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  
Renovations to the Playground in Thompson Park  
Project ID 6690

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
Renovations to the Playground in Thompson Park	11-1-2016	5-23-2017	\$50,000	City of Watertown	\$328,112		\$378,112
	Total Project Cost		\$50,000		\$328,112		\$378,112

\* 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  
Renovations to the Playground in Thompson Park  
Project ID 6690*

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.

\_\_\_\_\_  
Signature of Authorized Officer

Sharon Addison  
\_\_\_\_\_  
Printed Name of Authorized Officer

City Manager  
\_\_\_\_\_  
Title of Authorized Officer

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature of Chair of the Board of Grantee  
(or other Authorized Officer)

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

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
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 – 05/31/2018  
Contact: Debra Gorka, Forester, NYS DEC, 270 Michigan Avenue, Buffalo, NY 14203  
Contract ID number: T305101

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

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

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

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

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

New York State Comptroller Thomas P. DiNapoli

Office of the State Comptroller

# OPEN BOOK NEW YORK

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## Contract Search Results

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

 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
<a href="#">WATERTOWN CITY OF</a>	<a href="#">Governor's Traffic Safety Committee</a>	<a href="#">T004838</a>	\$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
<a href="#">WATERTOWN CITY OF</a>	<a href="#">Office of Parks Recreation &amp; Historic Preservation</a>	<a href="#">CE10066</a>	\$74,950.12	\$74,950.12	11/12/2010	11/11/2015	SOLDIERS AND SAILORS MONUMENT RESTORATION	Grant	02/03/2014
<a href="#">WATERTOWN CITY OF</a>	<a href="#">Office of Homeland Security and Emergency Services</a>	<a href="#">C190329</a>	\$138,831.14	\$138,831.14	04/22/2013	08/31/2015	TECHNICAL RESCUE & USAR	Grant	09/12/2013
<a href="#">WATERTOWN CITY OF</a>	<a href="#">Department of Labor</a>	<a href="#">T014720</a>	\$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
<a href="#">WATERTOWN CITY OF</a>	<a href="#">Department of Labor</a>	<a href="#">T014449</a>	\$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
<a href="#">WATERTOWN CITY OF</a>	<a href="#">Department of Environmental Conservation</a>	<a href="#">C304667</a>	\$150,000.00	\$150,000.00	11/01/2012	12/31/2013	MUNICIPAL WASTE REDUCTION & RECYCLING PROGRAM	Grant	05/01/2013
<a href="#">WATERTOWN</a>	<a href="#">Department of State</a>	<a href="#">C006475</a>	\$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	LIVSCAN 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,

A handwritten signature in black ink that reads 'Joe Butler Jr'.

Joseph M. Butler, Jr.

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
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  
Renovations to the Playground in Thompson Park  
Project ID 6690

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  
Renovations to the Playground in Thompson Park  
Project ID 6690

<b>For Office Use Only:</b>		
FMS#: 136593	GranteeID: 205	GrantID: 7811

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
<b>TOTAL:</b>				

\* 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 #6690.

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  
Renovations to the Playground in Thompson Park  
Project No. 6690*

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.
<u>OR</u>	
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 #: _____
<u>OR</u>	
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 <b>segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose</b> . 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) at 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. 3

September 27, 2017

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Authorizing Standard Federal Aid Project Agreement,  
Massey Street, Coffeen Street & Court Street Bridge Rehabilitation  
Project, PIN 775362; D035666, Preliminary Engineering Design

The City of Watertown has received notification from the State of New York Department of Transportation that the Massey Street, Coffeen Street and Court Street Bridge Rehabilitation Project will receive \$95,000 in funding (\$80,000 federal and \$15,000 NYS Marchiselli funding) toward preliminary engineering design of this project.

As stated in City Engineer Justin Wood's attached report, the projected \$3.55 million highway and bridge rehabilitation project will be funded by 80% federal funds (\$2.84 million) and up to 20% local funds (\$710,000) for design, construction and construction administration and is tentatively scheduled for 2020 construction.

At this point in time, the City is prepared to move forward with the Preliminary Engineering Design Phase of the project. The estimated cost associated with completing this Phase is \$100,000. The attached Marchiselli Aid Project Agreement is for \$15,000 of funding. A resolution for Council consideration approving this Agreement is attached.

RESOLUTION

Page 1 of 2

Authorizing Standard Federal Aid Highway And Marchiselli Aid Project Agreement, Massey Street, Coffeen Street and Court Street Bridge Rehabilitation Project, PIN 775362; D035666, Preliminary Engineering Design Phase

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

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

Introduced by

WHEREAS a project for the Massey Street, Coffeen Street and Court Street Bridge Rehabilitation, PIN 775362, D035666 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the cost of such program to be borne at the ratio of 80% Federal and 20% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Preliminary Engineering Phase in the amount of \$100,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the above-subject Project and authorizes the City Comptroller to pay in the first instance 100% of the federal and non-federal share of the costs of preliminary engineering design for the Project or portions thereof, and

BE IT FURTHER RESOLVED that the sum of \$100,000 is hereby appropriated from the City of Watertown Capital Budget and made available to cover the cost of participation in the above phase of the Project, and

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

# RESOLUTION

Page 2 of 2

Authorizing Standard Federal Aid Highway  
And Marchiselli Aid Project Agreement,  
Massey Street, Coffeen Street and Court Street  
Bridge Rehabilitation Project, PIN 775362; D035666,  
Preliminary Engineering Design Phase

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

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

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

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby approves the Standard Federal Aid Highway and Marchiselli Aid Project Agreement, a copy of which is attached and made a part of said resolution, and

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

*Seconded by*



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 12 September 2017

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT:

Authorizing Standard Federal Aid Highway And Marchiselli Aid Project Agreement,  
Massey Street & Coffeen Street Pavement Resurfacing, &  
Court Street Bridge Rehabilitation Project  
PIN 775362 - Preliminary Engineering Phase

The City of Watertown received notification from the State of New York, Department of Transportation that the Massey St., Coffeen St, Court St. Bridge Project received \$95,000 in funding (\$80,000 federal and \$15,000 NYS Marchiselli funding), toward preliminary design. The project scope includes pavement rehabilitation of a ½ mile of Massey Street (from Court St Bridge to Clinton St.), 1.5 miles of Coffeen St (from Massey St to College Heights), and miscellaneous bridge rehabilitation work on the Court St Bridge.

The projected \$3.55 million highway and bridge rehabilitation project will be funded by 80% federal funds (\$2.84 M), and up to 20% local funds (\$710,000), for design, construction and construction administration, and is tentatively scheduled for 2020 construction. These types of federal aid projects are typically funded 80/20, federal/local, but in many cases, the state funds 15% of the 20%, and the local municipality is only responsible for 5%.

Preliminary Design Phase is projected to cost \$100,000, and will be funded by \$80,000 federal, \$5,000 local, and \$15,000 NYS Marchiselli funding by approval of this agreement. The Preliminary Engineering Phase of the project will begin this fall, with the intent to progress to final design and bidding for construction as early as 2019.

Please prepare a resolution for Council consideration. Future agreements will be submitted for Council approval as the project advances to subsequent phases.

Cc: James Mills, City Comptroller



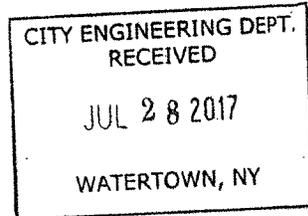
Department of  
Transportation

ANDREW M. CUOMO  
Governor

MATTHEW J. DRISCOLL  
Commissioner

STEVEN G. KOKKORIS, P.E.  
Regional Director

July 26, 2017



Ms. Sharon Addison, City Manager  
Watertown City Hall  
245 Washington Street, Room 302  
Watertown, NY 13601

**RE: PIN 783002 – STANDARD FEDERAL AID PROJECT AGREEMENT**  
**CONTRACT #:** D035666; PIN 775362  
**PROJECT:** Massey Street, Coffeen Street & Court Street Bridge  
**PHASE(S):** Preliminary Design  
**MUNICIPALITY:** City of Watertown

Dear Ms. Addison:

It is our understanding that the City of Watertown is ready to begin the **Preliminary Engineering Phase** of work for the above captioned project, under the Locally Administered Federally Aided Process. This Phase will utilize Federal National Highway Performance Program (NHPP) funds and therefore requires the enclosed agreement to be initiated to enable the City to receive reimbursement

The City must obligate 100% of the Federal (80%) and Non-Federal share (20%) for all phases within this agreement. The Department is in receipt of the approved Marchiselli funding for State Fiscal Year 2017-2018. We are pleased to inform you that the City of Watertown received \$15,000 for the design phase.

Enclosed are two (2) complete copies of the above captioned Agreement text package containing the following:

- Schedule "A" (*Design Phase*);
- Schedule "B" (All Phases except ROW);
- Appendix "A" NYS Required Contract Provisions;
- Appendix "A-1" Supplemental Title VI Provisions;
- Appendix "B" U.S. Government Required Clauses; and
- A Sample Resolution.

Also enclosed are seven (7) additional copies of the signature sheet (page10).

**The Resolution:**

The Resolution should be worded to authorize all project phases, but it appropriates money for only the ***Preliminary Engineering Phase***. Your Resolution should, to the extent possible, follow closely to the format of the Resolution attached to this memo.

**To Complete the Enclosed Text Package:**

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

Your Resolution should have a number assigned, the Acknowledgment Statement completed, and signatures on all copies of both the Signature Sheet and on the Resolution should be in original ball point pen (blue ink). The Resolution must contain the Municipal Seal, either embossed or foil self-adhesive seals are acceptable.

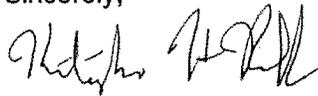
**To Progress the Project:**

Please execute and return to my office:

1. One (1) complete agreement
2. Seven (7) additional signed signature sheets
3. Eight (8) original resolutions

Questions concerning this project should be addressed to Nancy Catalina, Local Project Liaison at (315) 785-2300.

Sincerely,



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

Copy with Attachment:

Mr. Justin Wood, City Engineer, City of Watertown  
Kristopher H. Reff, Acting Program & Project Management Supervisor (Center File)  
Nancy Catalina, Regional Local Program Liaison

## Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D035666**

This Agreement is by and between:

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

and

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

This Agreement covers eligible costs incurred on or after  / /2017.

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

### WITNESSETH:

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

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

MUNICIPALITY/SPONSOR: City of Watertown

PROJECT ID NUMBER: 775362 BIN: 2220220

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

MUNICIPALITY/SPONSOR: **City of Watertown**  
PROJECT ID NUMBER: **775362** BIN: **2220220**  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A

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

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal aid Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

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

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

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

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

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **775362** BIN: **2220220**

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PHASE: PER SCHEDULES A

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

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

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share or the amount stated in the Comprehensive List, whichever is lower.

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

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

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

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

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

8. *Municipal/Sponsor Liability.*

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

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

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

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

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

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **775362** BIN: **2220220**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

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

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

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

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

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

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

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

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **775362** BIN: **2220220**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

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

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

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

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

17. *Notice Requirements.*

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

Press F1 to see instructions in blank fields

Federal Aid Local Project Agreement (06/14)

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **775362** BIN: **2220220**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

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

**New York State Department of Transportation (NYSDOT)**

Name: **Nancy Catalina**

Title: **Regional Local Project Liaison**

Address: **317 Washington Street, Watertown, NY 13601**

Telephone Number: **315-785-2300**

Facsimile Number: **315-785-2315**

E-Mail Address: **nancy.catalina@dot.ny.gov**

**[Municipality/Sponsor] City of Watertown**

Name: **Ms. Sharon Addison**

Title: **City Manager**

Address: **245 Washington Street, Watertown, NY 13601**

Telephone Number: **315-785-7730**

Facsimile Number: **315-782-9014**

E-Mail Address: **saddison@watertown-ny.gov**

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

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm) or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us). When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **775362** BIN: **2220220**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

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

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

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

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

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

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time.

Locally administered Federal aid transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

Press F1 to see instructions in blank fields

Federal Aid Local Project Agreement (06/14)

MUNICIPALITY/SPONSOR: **City of Watertown**  
PROJECT ID NUMBER: **775362** BIN: **2220220**  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A

**D035666**

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

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

Print Name: Joseph M. Butler, Jr. - Print Name: Robert J. Slye

Title: Mayor

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

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

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

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

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

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

**COMPTROLLER'S APPROVAL:**

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

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

# SCHEDULE A



**NYSDOT/State-Local Agreement – Schedule A**

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

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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

**D. Total Project Costs** All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$80,000.00	\$15,000.00	\$ 0.00	\$5,000.00	\$100,000.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Nancy Catalina</u> Phone No: <u>315-785-2300</u>
--	--

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



# SCHEDULE B

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

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

### A1. Preliminary Engineering ("PE") Phase

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

\*Municipality has lead responsibility.

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/> N/A
19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/> N/A

\*Municipality has lead responsibility.

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

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

**\*Municipality has lead responsibility.**

**B. Right-of-Way (ROW) Acquisition – Only ROW Cert Pertinent**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b>	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/> N/A
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/> N/A

\*Municipality has lead responsibility.

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

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

\*Municipality has lead responsibility.

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |  |                                       |                                     |
|--|---------------------------------------|-------------------------------------|
| 11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/> N/A        |
| 12. Review and approve all shop drawings, fabrication details, and other details of structural work.   | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 13. Administer all construction contract claims, disputes or litigation.   | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.   | <input checked="" type="checkbox"/> * | <input checked="" type="checkbox"/> |
| 15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.                             | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |

**\*Municipality has lead responsibility.**

# APPENDIX A

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

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

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

# APPENDIX A-1

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

(To be included in all contracts)

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

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

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

# APPENDIX B

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

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

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

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

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

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

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

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

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

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

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

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

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

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance (CFDA<sup>2</sup>), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

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

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

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

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

## **PROMPT PAYMENT MECHANISMS**

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

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

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

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

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

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<sup>2</sup> <http://www.cfda.gov/>

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

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

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

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

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

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

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

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

### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

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

# RESOLUTION

SAMPLE RESOLUTION BY MUNICIPALITY  
(Locally Administered Project)  
RESOLUTION NUMBER: \_\_\_\_\_

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

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

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

NOW, THEREFORE, the \_\_\_\_\_ Board, duly convened does hereby

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

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

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

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

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

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

RESOLVED, this Resolution shall take effect immediately.

Res No. 4

September 27, 2017

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Change Order No. 5 for Watertown Municipal Arena Renovation, Lawman Heating and Cooling, Inc.

On March 30, 2015, City Council approved several bids for the Watertown Municipal Arena Renovation, for a total bid award of \$9,141,000.

As detailed in City Engineer Justin L. Wood's attached report, Change Order No. 5 have been submitted by Lawman Heating and Cooling, Inc. to address the work associated with modifications necessary to prevent damage from sliding snow for a total increase of \$110,070.35, bringing their total contract amount to \$1,346,073.90. This would bring the total of all four contracts to \$9,602,570.69.

On May 1, 2017, City Council approved a Bond Ordinance Amendment which will sufficiently cover this increase associated with Change Order No. 5.

A Resolution is attached for Council consideration.

# RESOLUTION

Page 1 of 2

Approving Change Order No. 5 for Watertown Arena Renovation Project, Mechanical Work, Lawman Heating and Cooling, Inc.

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

YEA	NAY

Total .....

***Introduced by***

WHEREAS on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Lawman Heating and Cooling, Inc. in the amount of \$1,229,000 for the Mechanical Work for the Watertown Municipal Arena Renovation, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 1 in the decreased amount of \$7,840.00 due to changing the HVAC duct work from stainless steel to aluminum, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 2 for a no cost time extension for building occupancy to March 7, 2016, and

WHEREAS on February 16, 2016, City Council approved Change Order No. 3 for repairs to the existing boiler in the amount of \$1,831.39, and

WHEREAS on April 19, 2016, City Council approved Change Order No. 4 for the modification of pump sequences for variable drive pumps on the boiler water loop system, costs to repair gas piping and vent stacks on the roof damages by sliding snow, installation of a fire/smoke damper in the elevator shaft, and installation of controls to integrate the existing boiler into the new Building Management System in the amount of \$13,012.16, and

WHEREAS Lawman Heating and Cooling Inc. has now submitted Change Order No. 5 in the amount of \$110,070.35 for work primarily associated with modifications necessary to prevent damage from sliding snow,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 5, a copy of which is attached and made part of this Resolution, to the contract with Lawman Heating and Cooling, Inc. in the amount of \$110,070.35 for work primarily associated with modifications necessary to prevent damage from sliding snow, bringing the total contract amount to \$1,346,073.90 for the Watertown Municipal Arena Renovation Project, and

# RESOLUTION

Page 2 of 2

Approving Change Order No. 5 for Watertown  
Arena Renovation Project, Mechanical Work,  
Lawman Heating and Cooling, Inc.

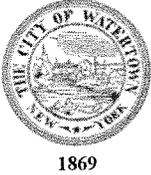
- Council Member HORBACZ, Cody J.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

BE IT FURTHER RESOLVED that the City Manager, Sharon Addison, is hereby authorized and directed to sign the Change Order on behalf of the City of Watertown.

*Seconded by*



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: September 21, 2017

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Watertown Municipal Arena Renovation – Change Order

The following memorandum summarizes the change order (CO) work performed by Lawman Heating and Cooling, Inc., which have affected the contract price of the Arena Renovation project, and require City Council approval. **The CO being presented at this time is for a total of \$110,070.35 bringing the total of the mechanical contract to 1,346,073.90.**

The work performed as part of this change order is primarily associated with modifications necessary to prevent damage from sliding snow. These tasks are as follows:

- Reconfiguration of the infrared heating system and conversion to a vacuum exhaust system to a side wall vs through the roof.
- Removal of (12) vent stacks and (1) sewer vent from the sloped roof, and installation of insulation, cover board, and membrane over the penetrations.
- Relocation of the dry cooler equipment to the bathhouse roof, to provide greater setback from the sloped roof. The dry cooler is a component in the ice making process where heat is rejected from the subfloor cooling loop.
- Installation of two shower drains in the team locker rooms.
- Reconfiguration of piping in the ice melt pit where shavings from the zamboni are dumped.

Approval of this change order brings the total of all four contracts to \$9,602,570.69.

**Contract 1 – General Contract (GC)**

Bette & Cring

Contract Amount = \$ 6,518,937.39

**Contract 3 – Plumbing Contract (PC)**

Lawman Heating and Cooling, Inc.

Contract Amount = \$ 770,099.66

**Contract 2 – Mechanical Contract (MC)**

Lawman Heating and Cooling, Inc.

Current Contract = \$1,236,003.55

**CO + \$ 110,070.35**

New Contract = \$1,346,073.90

**Contract 4 – Electrical Contract (EC)**

Lawman Heating and Cooling, Inc.

Contract Amount = \$ 967,459.74

On May 1st of this year City Council approved a bond ordinance amendment that included an estimated change order for Lawman's mechanical contract for \$130k. Accordingly, a bond ordinance amendment will not be needed for this change order.

cc: Amy Pastuf, Purchasing Manager  
Erin Gardner, Superintendent of Parks and Recreation  
Jim Mills, City Comptroller



**AIA**<sup>®</sup>

# Document G701/CMa<sup>™</sup> – 1992

## Change Order - Construction Manager-Adviser Edition

**PROJECT (Name and address):**

City of Watertown 2015-025  
245 Washington Street  
Watertown, NY 13601

**CHANGE ORDER NUMBER:** 2-005

**INITIATION DATE:** 12/01/16

OWNER:   
CONSTRUCTION MANAGER:   
ARCHITECT:   
CONTRACTOR:   
FIELD:   
OTHER:

**TO CONTRACTOR (Name and address):**

Lawman Heating & Cooling, Inc.  
206 Ambrose Street  
Sackets Harbor, NY 13685

**PROJECT NUMBERS:** 2015-025 /

**CONTRACT DATE:** April 6, 2015

**CONTRACT FOR:** Mechanical

**THE CONTRACT IS CHANGED AS FOLLOWS:**

See attached breakdown of Change Order line items on next page.

The original Contract Sum was	\$	<u>1,229,000.00</u>
Net change by previously authorized Change Orders	\$	<u>7,003.55</u>
The Contract Sum prior to this Change Order was	\$	<u>1,236,003.55</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>110,070.35</u>
The new Contract Sum including this Change Order will be	\$	<u>1,346,073.90</u>

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is February 29, 2016.

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

**NOT VALID UNTIL SIGNED BY THE OWNER, AND CONTRACTOR.**

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
(Typed name)                      DATE:

Lawman Heating & Cooling, Inc.  
CONTRACTOR (Firm name)  
206 Ambrose Street, Sackets Harbor, NY 13685  
ADDRESS

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
(Typed name)                      DATE:

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
(Typed name)                      DATE:

City of Watertown  
OWNER (Firm name)  
245 Washington Street, Watertown, NY 13601  
ADDRESS

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
(Typed name)                      DATE:

**RECAP**

MATERIALS	\$	35,465.69
EQUIPMENT	\$	7,856.57
LABOR	\$	52,391.09
SUBTOTAL	\$	95,713.35
15% OH & P	\$	14,357.00
TOTAL	\$	110,070.35

INVOICE DATE	VENDOR	AMOUNT
6/14/2017	ABC Supply	\$ 63.35
5/24/2017	CITY ELECTRIC	\$ 235.19
5/25/2017	CITY ELECTRIC	\$ 53.69
6/1/2017	CITY ELECTRIC	\$ 265.69
6/1/2017	CITY ELECTRIC	\$ 70.54
6/2/2017	CITY ELECTRIC	\$ 3.82
6/20/2017	CITY ELECTRIC	\$ 142.54
6/21/2017	CITY ELECTRIC	\$ 21.65
6/21/2017	CITY ELECTRIC	\$ 17.77
7/13/2017	DAVIS MECHANICAL	\$ 1,965.18
7/20/2017	DAVIS MECHANICAL	\$ 4,428.47
5/25/2017	FASTENAL	\$ 130.88
5/24/2017	F.W. WEBB	\$ 24,607.80
7/6/2017	F.W. WEBB	\$ 156.35
6/29/2017	HANG UP PUT DOWN SHOP	\$ 535.68
6/1/2017	LAWLER HARDWARE	\$ 74.54
6/8/2017	LAWLER HARDWARE	\$ 121.00
6/19/2017	LAWLER HARDWARE	\$ 61.94
6/20/2017	LAWLER HARDWARE	\$ 49.77
7/31/2017	LOWE'S	\$ 80.64
8/1/2017	LOWE'S	\$ 30.77
6/8/2017	MCQUADE & BANNIGAN	\$ 56.11
6/12/2017	MCQUADE & BANNIGAN	\$ 10.31
6/14/2017	MCQUADE & BANNIGAN	\$ 90.66
6/15/2017	MCQUADE & BANNIGAN	\$ 54.58
6/16/2017	MCQUADE & BANNIGAN	\$ 164.66
7/14/2017	MCQUADE & BANNIGAN	\$ 384.65
6/7/2017	METAL MAN SERVICES	\$ 902.00
6/13/2017	R.E.MICHEL	\$ 83.73
5/24/2017	SECURITY SUPPLY	\$ 3.98
6/14/2017	SECURITY SUPPLY	\$ 123.51
6/16/2017	SECURITY SUPPLY	\$ 21.57
6/16/2017	SECURITY SUPPLY	\$ 100.32

<b>INVOICE DATE</b>	<b>VENDOR</b>	<b>AMOUNT</b>
6/15/2017	SID HARVEY'S	\$ 33.12
5/23/2017	WATERTOWN SUPPLY	\$ 16.80
5/25/2017	WATERTOWN SUPPLY	\$ 6.97
5/26/2017	WATERTOWN SUPPLY	\$ 64.02
5/31/2017	WATERTOWN SUPPLY	\$ 132.30
6/7/2017	WATERTOWN SUPPLY	\$ 27.16
6/12/2017	WHITE'S LUMBER	\$ 71.98
	<b>MATERIAL TOTAL</b>	<b>\$ 35,465.69</b>

<b>INVOICE DATE</b>	<b>VENDOR</b>	<b>AMOUNT</b>
	<b>EQUIPMENT</b>	
6/7/2017	UNITED RENTALS	\$ 7,824.60
6/22/2017	UNITED RENTALS	\$ 31.97
	<b>EQUIPMENT TOTAL</b>	<b>\$ 7,856.57</b>

NAME	TRADE	wk end 5/27	wk end 6/3	wk end 6/10	wk end 6/17	wk end 6/24	wk end 6/30	wk end 7/8 NO WORK	wk end 7/15	wk end 7/22 NO WORK	wk end 7/29 NO WORK	wk end 8/5	TOTAL HOURS	Rate	TOTAL
BRIMMER	PL	X	X	X	24	8	8	X	X	X	X	X	40	\$ 65.25	\$ 2,610.00
BROWNELL	ROOF	X	X	X	24	X	X	X	X	X	X	X	24	\$ 58.22	\$ 1,397.28
BULLOCK	ELEC APP	16	X	X	X	X	X	X	X	X	X	X	16	\$ 41.58	\$ 32.00
BULLOCK	ELEC APP	x	X	X	X	4	4	X	X	X	X	X	8	\$ 43.82	\$ 350.56
CARPENTER	ELEC JW	X	2	4	4	1	X	X	X	X	X	X	11	\$ 73.15	\$ 804.65
CHARTRAND	PF	X	X	X	10	5.5	X	X	1	X	X	X	16.5	\$ 62.56	\$ 1,032.24
CHARTRAND - OT	PF	X	X	X	X	X	X	X	3	X	X	X	3	\$ 82.88	\$ 248.64
DODD	PF	X	24	24	X	X	X	X	X	X	X	X	48	\$ 62.56	\$ 3,002.88
EARL	ELEC JW	16	X	4	8	12	4	X	X	X	X	X	44	\$ 66.38	\$ 2,920.72
FRENCH	SM	40	X	X	X	X	X	X	X	X	X	X	40	\$ 57.86	\$ 2,314.40
GRIFFITH	ROOF	X	X	8	X	X	X	X	X	X	X	X	8	\$ 59.23	\$ 473.84
GRIFFITH	ROOF	X	X	X	8	X	X	X	X	X	X	X	8	\$ 60.91	\$ 487.28
HARWOOD	PF	X	X	X	4	X	X	X	X	X	X	X	4	\$ 62.56	\$ 250.24
HOUSER	ELEC JW	X	32	X	X	X	X	X	X	X	X	X	32	\$ 66.38	\$ 2,124.16
KALL	SM	40	32	40	27	24	X	X	X	X	X	X	163	\$ 57.86	\$ 9,431.18
MCCANNEY	PL	8	X	X	24	8	X	X	X	X	X	X	40	\$ 62.56	\$ 2,502.40
MILLER	CARP	X	X	X	X	X	X	X	X	X	X	11	11	\$ 60.35	\$ 663.85
MONICA	SM	34	28	38.5	38	X	X	X	X	X	X	X	138.5	\$ 57.86	\$ 8,013.61
MONICA	SM	X	X	X	X	24	X	X	X	X	X	X	24	\$ 60.56	\$ 1,453.44
NEMETH	ELEC JW	16	32	11	8	8	X	X	X	X	X	X	75	\$ 70.89	\$ 5,316.75
ORDWAY	ROOF	X	X	8	X	X	X	X	X	X	X	X	8	\$ 56.54	\$ 452.32
ORDWAY	ROOF	X	X	X	8	X	X	X	X	X	X	X	8	\$ 58.22	\$ 465.76
PEARSON	PL	8	X	X	X	X	X	X	X	X	X	X	8	\$ 62.56	\$ 500.48
SANFORD	CARP	X	X	X	X	X	X	X	X	X	X	11	11	\$ 60.35	\$ 663.85
SEROW	PF	X	6	6	26	X	X	X	X	X	X	X	38	\$ 66.60	\$ 2,530.80
STONE	ROOF	X	X	X	24	X	X	X	X	X	X	X	24	\$ 59.57	\$ 1,429.68
TAMBLIN	ROOF	X	X	8	X	X	X	X	X	X	X	X	8	\$ 56.54	\$ 452.32
TAMBLIN	ROOF	X	X	X	8	X	X	X	X	X	X	X	8	\$ 58.22	\$ 465.76
<b>TOTAL</b>													<b>867</b>		<b>\$ 52,391.09</b>

Res No. 5

September 27, 2017

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Authorizing Professional Services Agreement for Bridge NY Project,  
C&S Engineers

The City of Watertown has received notification from the State of New York Department of Transportation that the Bridge NY Program has been approved for both the Mill Street Bridge and the Pearl Street Bridge. This is a Locally Administered Federal Aid (LAFA) project.

As detailed in the attached report of City Engineer Justin L. Wood, enclosed is a copy of the Professional Services Agreement with C&S Engineers for the purpose of performing engineering services for the Bridge NY Project. This Agreement in the amount of \$175,000 will include the rehabilitation of the Mill Street Bridge (North span) and the Pearl Street Bridge (North span).

Attached is a Resolution for Council consideration. If the resolution is approved, City Council must also consider the two Bond Ordinances to finance the total project.

**RESOLUTION**

Page 1 of 1

Authorizing Professional Services Agreement for Bridge NY Project, C&S Engineers

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 a project BIN 2220240 Mill Street/Black River and BIN 2220260 NYS Route 283/North Branch Black River, PIN 775370 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project and proceed with performing engineering services for the rehabilitation of the Mill Street Bridge (North span) and the Pearl Street Bridge (North span), and

WHEREAS the City of Watertown wishes to enter into a Professional Services Agreement with C&S Engineers for the purpose said engineering services,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement with C&S Engineers, a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that approval of this resolution is contingent upon approval of the two Bond Ordinances to separately cover the cost of this project, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign Professional Services Agreement with C&S Engineers.

*Seconded by*



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 21 September 2017

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Bridge NY - D035557 - Professional Services Agreement  
Mill St/Black River (BIN 2220240)  
Rte 283/N. Br. Black River (BIN 2220260)

Enclosed is a copy of the professional services agreement with **C&S Engineers** for City Council review and approval. The agreement was created for the purposes of performing engineering services for the rehabilitation of the Mill Street Bridge (North span) and Pearl Street Bridge (North span), **in the amount of \$175,000**. The approved Federal and State funding reimburses 95% of the cost, leaving the City's share at 5%, or \$8,750.

The City applied for, and was successfully awarded a total of \$1.803 Million in funding for this project through the BRIDGE NY Program in January 2017. The program funds 95% of the design, construction, and inspection costs of bridge and culvert projects, excluding betterments. Therefore the City's share of the anticipated \$1.8 Million project is 5%, or \$90,150 for the design, inspection, right of way acquisition, and construction costs, minus any betterments added to the project such as water and sewer improvements. Construction is anticipated for the 2020 season.

The Pearl St Bridge (North span) project is estimated at \$500,000, to replace the wearing surface (deck), joints, and miscellaneous repair work. The Mill Street Bridge (North span) project is estimated at \$1.3 Million for painting and repair of steel girders, joint replacement, and miscellaneous repair work.

This project is a "Pass Through" project and is being progressed under the Procedures for Locally Administered Federal Aid Projects. The consultant was selected from the City of Watertown Locally Driven Selection Arrangement (LDSA) shortlist. This shortlist of five firms was developed from the NYSDOT Regional List of pass through consultants.

The agreement covers preliminary and final design, environmental, right of way, and bidding services (Phases I-VI), as well as construction support. A supplementary agreement will be necessary for the construction inspection portion of the project.

Please prepare a resolution for Council consideration.

Cc: Jim Mills, Comptroller  
Amy Pastuf, Purchasing Manager



**Department of  
Transportation**

**ANDREW M. CUOMO**  
Governor

**MATTHEW J. DRISCOLL**  
Commissioner

Cathy Calhoun  
Chief of Staff

January 13, 2017

City of Watertown  
Justin Wood  
245 Washington Street  
Suite 305  
Watertown, NY 13601

Dear Mr. Wood:

The New York State Department of Transportation is pleased to announce that the City of Watertown application for Mill Street over Black River has been approved for funding through the 2016 BRIDGE NY Program in the amount of \$1.235 million.

Recommended projects were identified on the basis of a competitive scoring process and consideration of available funds. The Bridge NY Program will provide funding reimbursement for eligible expenses only up to the award amount.

A representative from the Department's Regional Planning Office will contact you shortly to begin development of the necessary project agreement which will be needed to effectuate award. For your advance information, sample copies of the project agreement form and sample copies of the accompanying resolutions can be found at <https://www.dot.ny.gov/divisions/engineering/structures/bridgeny>.

If you have any questions regarding this grant process implementation please contact Wahid Albert at (518) 457-4422.

Sincerely,

Matthew J. Driscoll  
Commissioner



Department of  
Transportation

ANDREW M. CUOMO  
Governor

MATTHEW J. DRISCOLL  
Commissioner

Cathy Calhoun  
Chief of Staff

January 13, 2017

City of Watertown  
Justin Wood  
245 Washington Street  
Suite 305  
Watertown, NY 13601

Dear Mr. Wood:

The New York State Department of Transportation is pleased to announce that the City of Watertown application for Route 283 over North Branch of Black River has been approved for funding through the 2016 BRIDGE NY Program in the amount of \$0.475 million.

Recommended projects were identified on the basis of a competitive scoring process and consideration of available funds. The Bridge NY Program will provide funding reimbursement for eligible expenses only up to the award amount.

A representative from the Department's Regional Planning Office will contact you shortly to begin development of the necessary project agreement which will be needed to effectuate award. For your advance information, sample copies of the project agreement form and sample copies of the accompanying resolutions can be found at <https://www.dot.ny.gov/divisions/engineering/structures/bridgeny>.

If you have any questions regarding this grant process implementation please contact Wahid Albert at (518) 457-4422.

Sincerely,

Matthew J. Driscoll  
Commissioner

## Architectural/ Engineering Consultant Agreement

PIN (s) 7753.70 Municipal Contract No. D035557

Agreement made this 8<sup>th</sup> day of Sept., 2017, by and between

City of Watertown  
(municipal corporation)

having its principal office at 245 Washington Street, Watertown, New York 13601 (the "Sponsor")

and

C&S Engineers, Inc., with its office at 499 Col. Eileen Collins Blvd., Syracuse, New York 13212  
(the "Consultant")

### WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT"), identified for the purposes of this agreement as Rehabilitations of Mill Street (US 11) over Black River and Pearl Street (NYS 283) over North Branch Black River (as described in detail in Attachment A annexed hereto, the "Project"), the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto (the "Basic Services"); and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such Basic Services in accordance with the requirements of this Agreement; and the Sponsor's Representative has approved retaining the Consultant to perform such Basic Services; and

WHEREAS, Joseph M. Butler, Jr., Mayor, is authorized to enter this Agreement on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

### ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This Agreement consists of the following and constitutes the entire agreement between the parties with respect to the Project:

- Agreement Form - this document, titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" - Project Description and Funding;
- Attachment "B" - Task List/Scope of Services;
- Attachment "C" - Cost Plus Fixed Fee Breakdown.

**ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.**

2.1 The Consultant shall render the Basic Services and furnish the materials and equipment necessary to provide the Sponsor with plans, estimates, and deliverables for the Project as described in Attachment "B".

2.2 The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement shall be the care and skill ordinarily used by members of the Consultant's profession practicing under similar conditions at the same time and in the same locality. Before beginning to furnish any service hereunder, the Consultant shall ascertain the standard practices of the Sponsor, NYSDOT, and/or the FHWA, if any, for projects of a type similar to this Project. Where the Consultant deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the Consultant's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the Consultant's services may vary or deviate from such standards.

2.3 The Consultant will commence performance of the Basic Services no later than ten (10) days after receiving written notice to proceed from the Sponsor, and shall proceed in accordance with the terms of Attachment "A".

**ARTICLE 3. COMPENSATION METHODS, RATES, AND PAYMENT**

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

(Continued next page)

<input checked="" type="checkbox"/> 3.1 Cost Plus Fixed Fee Method – PIN 7753.70 BIN 2220240 & 2220260 (Design Services Only – Sections 1 through 8)			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item I	<p>■ Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</p> <p>■ The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</p> <p>■ If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.</p>	<p>■ Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</p> <p>■ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit.</p> <p>■ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</p>	<p>■ The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</p> <p>■ Bills are subject to approval of the Sponsor and Sponsor's Representative.</p>
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work.	Salvage value	

<input checked="" type="checkbox"/> 3.1 Cost Plus Fixed Fee Method - PIN 7753.70 BIN 2220240 & 2220260 (Design Services Only – Sections 1 through 8)			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item IV	<p>■Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR "), and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA.</p> <p>■For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>■The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as <u>170%</u>, in all events not to exceed <u>170%</u>, subject to audit.</p>	
Item V	<p>■Negotiated Lump Sum Fixed Fee.</p> <p>■Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>■A negotiated Lump Sum Fixed Fee which in this AGREEMENT shall equal <u>\$16,500.</u></p>	
Item VI	<p>The Maximum Amount Payable under this Agreement including Fixed Fees unless this agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>Maximum Amount Payable under this Method shall be <u>\$175,000.</u></p>	

#### **ARTICLE 4. INSPECTION**

The duly authorized representatives of the Sponsor and, on Federally-aided projects, representatives of NYSDOT and the FHWA shall have the right at all times to inspect the services of the Consultant.

#### **ARTICLE 5. AUDITS**

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

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit (*i.e.*, labor, direct non-salary, overhead, and fee).
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Sponsor.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Sponsor.

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

- A. Records of Direct Non-Salary Costs;
- B. Copies of any subcontracts relating to this Agreement;
- C. Location where records may be examined; and
- D. Name, address, telephone number of person to contact for production.

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

#### **ARTICLE 6. FINAL PAYMENT**

6.1 The Sponsor will make final payment within thirty (30) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

#### **ARTICLE 7. ADDITIONAL SERVICES**

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

7.2 If authorized in writing by the Sponsor through a Supplemental Agreement, the Consultant shall furnish or obtain from others any service that is beyond the scope of Attachment "B" ("Additional Services"). The scope and time for performance of, and payment from the Sponsor to the Consultant for, any Additional Services (which shall be on the basis set forth in Attachment "C") shall be set forth in such Supplemental Agreement.

7.3 In the event of any claims being made or any actions being brought in connection with the Project, the Consultant agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for services performed and costs incurred in connection with this requirement shall be in accordance with Section 7.2. This requirement shall survive any termination or cancellation of this Agreement.

#### ARTICLE 8. CONSULTING LIABILITY

**HOLD HARMLESS:** To the fullest extent permitted by law, the Consultant shall indemnify the Sponsor against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the Consultant under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based up on the Consultant's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Consultant or the Sponsor beyond such as may legally exist irrespective of this Article or this Agreement.

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

The obligations set forth in this Article 8 shall survive any termination or cancellation of this Agreement.

#### ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

The Consultant shall procure and maintain the following types and amounts of insurance throughout the duration of the Project:

- a. **Workers' Compensation Insurance** in the amounts required by law to provide protection for employees of the Consultant in the event of job-related injuries.
- b. **Commercial General Liability Insurance, including broad form and contractual liability endorsement**, having limits of \$1 million for personal injury and property damage per occurrence/policy aggregate.
- c. **Automobile Liability Insurance** having a limit of \$ 1 million per occurrence and \$1 million aggregate for bodily injury and property damage.
- d. **Professional Liability or Errors and Omissions Insurance** having limits of \$1 million per claim and \$1 million aggregate liability.

The Sponsor shall be named as an additional insured with respect to the coverages set forth in (b) and (c) above, and the certificates furnished by the Consultant shall so reflect. The Consultant shall endeavor to give notice of any cancellation of coverage to the Sponsor at least thirty (30) days before the cancellation occurs.

The obligations imposed on the Consultant by this Article 9 shall survive any termination or cancellation of this Agreement.

#### ARTICLE 10. INTERCHANGE OF DATA

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

The Sponsor shall be responsible for, and the Consultant may rely upon, the accuracy and completeness of all reports, data, and other information furnished by the Sponsor to the Consultant in connection with the Project. The Consultant may use such reports, data, and information in performing or furnishing services under this Agreement.

#### **ARTICLE 11. RECORDS RETENTION**

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

#### **ARTICLE 12. FORCE MAJEURE**

The provisions of Attachment "A" notwithstanding, any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent that such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood; blizzard; labor unrest; riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the non-performance and the anticipated extent of any delay, and its efforts to minimize the extent of delay and resume performance under this Agreement.

#### **ARTICLE 13. TERMINATION**

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

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

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

#### **ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT**

In case of the death or disability of one or more but not all the persons herein referred to as the Consultant, the rights and duties of the Consultant shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Sponsor shall make all payments due to him, her, or them. In case of the death or disability of all the persons herein referred to as the Consultant, all data and records pertaining to the Project shall be delivered within sixty (60) days to the Sponsor. In case of the failure of the Consultant's successors or personal representatives to make such delivery on demand, then in that event the representatives of the Consultant shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the Consultant all amounts due the Consultant, including retained percentages to the date of the death of the last survivor.

#### **ARTICLE 15. CODE OF ETHICS**

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

#### **ARTICLE 16. INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 17. COVENANT AGAINST CONTINGENT FEES**

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

#### **ARTICLE 18. TRANSFER OF AGREEMENT**

The parties agree that they are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Agreement or of its right, title, or interest therein, or its power to execute such Agreement, to any other person, company, or corporation, without the previous consent in writing of the other party.

If this provision is violated, the affected party may revoke and annul the Agreement and shall be relieved from any and all liability and obligations hereunder to the person, company, or corporation to whom the assigning party shall purport to assign, transfer, convey, sublet, or otherwise dispose of the Agreement without such consent in writing.

#### **ARTICLE 19. PROPRIETARY RIGHTS**

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

All Documents, including Drawings and Specifications, prepared or furnished by the Consultant (and by the Consultant's independent professional associates and consultants) pursuant to this Agreement, whether in hard copy or in electronic or digital form, are instruments of service in respect of the Project, and the Consultant shall retain an ownership and property interest therein whether or not the Project is completed. The Consultant shall retain all common law, statutory and other reserved rights to the Consultant's instruments of service, including the copyright thereto. The Sponsor may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Sponsor and others; however, such documents are not intended or represented to be suitable for reuse by the Sponsor or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by the Consultant for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to the Consultant, or to the Consultant's independent professional associates or consultants, and the Sponsor shall indemnify and hold harmless the Consultant and the Consultant's independent professional associates

and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorneys' fees and any costs) arising out of or resulting therefrom or from a defect, error, or omission in the electronic files (a) that was not contained in the paper copies thereof, or (b) where use of the paper copies would have prevented the assertion of such claim, judgment, suit, demand, liability, damage, cost, or expense. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Sponsor and the Consultant.

The Sponsor acknowledges that electronic files prepared by the Consultant will be or are, to the best of the Consultant's knowledge, information, and belief, accurate as of the date of their preparation. Nevertheless, differences may exist between the electronic files delivered to the Sponsor and the printed hard copies thereof prepared and maintained by the Consultant. The Sponsor further acknowledges that if there is a conflict between the electronic files and the hard copies of documents prepared by the Consultant, the hard copies maintained by the Consultant will govern. The Consultant shall not be obligated to correct errors in or to maintain electronic files.

#### **ARTICLE 20. SUBCONSULTANTS**

All Subconsultants performing services for or work on this Project shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a Subconsultant shall include all standard required Agreement provisions, and such agreements shall be subject to review by the Sponsor.

#### **ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29**

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

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

#### **ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The Consultant certifies, by signing this Agreement to the best of its knowledge and belief, that:

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

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

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

#### **ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT**

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

#### **ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS**

The Consultant agrees to comply with all applicable Federal, State, and Municipal Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work for the manufacture, sale, or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, the Consultant agrees that neither it nor its Subconsultants shall, by reason of race, creed, color, disability, sex, or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. The Consultant is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### **ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)**

If the services to be performed by the Consultant for the Project include the preparation of an Environmental Impact Statement (EIS), then the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the Project including:

- a) an existing contract for the Project's ROW incidental work or construction engineering; or

- b) ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the Project alternatives.

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

**ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS** *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the Consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000, except printing contracts in excess of \$10,000, the Consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The Consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

**ARTICLE 27. WAGE AND HOURS PROVISIONS**

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

**ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION**

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

**ARTICLE 29. SERVICE OF PROCESS**

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

**ARTICLE 30. MISCELLANEOUS**

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

The **Consultant** expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods,

labor or services to be furnished by Consultant under the terms and provisions of this agreement, and that in the event such funding shall not be forthcoming, this agreement may be terminated by the County upon reasonable prior written notice to Consultant.

The **Consultant** represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C. 1320a-7b (f) or in any other government payment program. Consultant further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Consultant, said Consultant shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this agreement and declare the same null and void in the event that the Consultant fails to fulfill its obligations under this section.

**30.2 Notice.** Any notice required to be given by one party to the other hereunder shall be in writing and shall be delivered personally; by overnight courier with proof of delivery; or by certified or registered first-class mail, postage pre-paid and return receipt requested, to the party to be notified at its address set forth below. Notice shall be deemed given upon receipt, and failure or refusal to accept receipt shall be deemed to constitute receipt for purposes of this Agreement. Either party may change its address for notice purposes by giving notice to the other party in accordance with the terms of this Section 30.2.

Sponsor's Notice Address:  
 Watertown City Hall  
 Attn: Justin Wood  
 City Engineer  
 245 Washington St., Suite 305  
 Watertown, NY 13601

Consultant's Notice Address:  
 C&S Engineers, Inc.  
 Attn: James Morrissey, P.E.  
 Transportation Group Manager  
 499 Col. Eileen Collins Blvd.  
 Syracuse, NY 13212

**30.3 Opinions of Probable Cost.** Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by the Consultant hereunder will be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional. It is recognized, however, that the Consultant does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed as part of the Project must of necessity be speculative until completion of detailed design. Accordingly, the Consultant cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from opinions, evaluations, or studies submitted by the Consultant to the Sponsor hereunder. If the Sponsor wishes greater assurance as to probable costs, then it shall employ an independent cost estimator.

**30.4 Dispute Resolution.** The Sponsor and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right to mediation. The thirty-day period may be extended upon mutual agreement of the parties. If any dispute cannot be resolved by the parties through negotiation, and only if mutually agreed by the Sponsor and the Consultant, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal

action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.

The terms of this Section 30.4 shall survive any termination or cancellation of this Agreement.

**30.5 SEVERABILITY.** Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

Reference: Sponsor Contract # \_\_\_\_\_

Sponsor by: <u>Joseph M. Butler, Jr.</u> Joseph M. Butler, Jr. Mayor Date:	Consultant by: <u>James F. Morrissey, P.E.</u> James F. Morrissey, P.E. Transportation Service Group Manager Date: <u>9.08.17</u>
--	---

STATE OF NEW YORK

CITY OF WATERTOWN  
County of Jefferson

SS:

On Sept. 13, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph M. Butler, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Elaine Giso

Notary Public

ELAINE GISO  
Notary Public, State of New York  
Qualified in Jefferson County  
No. 01G14619507  
Commission Expires 1/21/18

STATE OF NEW YORK

COUNTY OF ONONDAGA

SS:

On 9/08, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared James F. Morrissey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sarah H. Chapman

Notary Public

SARAH M. CHAPMAN  
Notary Public, State of New York  
Qualified in Madison Co. No. 01CH6349322  
My Commission Expires Oct. 17, 2020

**Attachment A**  
**Architectural/ Engineering Consultant Agreement**  
**Project Description and Funding**  
**Consultant Design Services**

PIN: 7753.70

Term of Agreement Ends: December 31, 2019

BIN: 2220240 & 2220260

Main Agreement     Amendment to Agreement     Supplement to Agreement

**Phase of Project Consultant to work on:**

P.E./Design     ROW Incidentals     ROW Acquisition     Constr. Support

Dates or term of Consultant Performance:

Start Date: Sept. 2017

Finish Date: December 31, 2019

**PROJECT DESCRIPTION:**

This Agreement is for preliminary and detailed design services as well as Construction Support, LAFAP Design Task Sections 1 through 8 (Attachment "B"), for the bridges referenced above.

This project is considered minor bridge rehabilitation.

It is anticipated that R-O-W for permanent or temporary purposes will not be required for this project.

**Project Location:**

Mill Street (US 11) over Black River in the City of Watertown, Jefferson County, NY  
Pearl Street (NYS 283) over North Branch of Black River in the City of Watertown, Jefferson County, NY

**Project Funding:**

Project Funding is a Locally Administered Federal Aid (95% federal, 5% local)

**Project Classification:**

NEPA C List Categorical Exclusion; SEQR Type II

Consultant Work Type(s): See Attachment "B" for detailed Task List/Scope of Services.

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

**\$ 175,000**

**ATTACHMENT B - SCOPE OF SERVICES**

**(PRELIMINARY and DETAILED DESIGN)**

**Mill Street (US 11) over Black River  
Pearl Street (NYS 283) over North Branch of Black River  
CITY of WATERTOWN  
Jefferson County  
B.I.N. 2220240 & BIN 2220260**

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## Section 1 - General

### 1.01 Project Description and Location

This project is known as: Mill Street (US 11) over Black River  
Pearl Street (NYS 283) over North Branch of Black River

PIN: 7753.70 BIN 2220240 & 2220260

Project Description:

- Project involves the rehabilitation of the existing bridges. The roadway alignments will stay the same.

Project Limits:

- Roadway:  
100 feet (maximum) on each end of the bridge.

Municipality: City of Watertown, Jefferson County

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

### 1.02 Project Manager

The **Sponsor's** Project Manager for this project is Justin Wood, City Engineer, who can be reached at (315) 785-7740.

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

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

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

### 1.03 Project Classification

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

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

#### 1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertisement, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection ( <b>NOT IN CONTRACT</b> ) ( <b>TO BE INCLUDED UNDER SUPPLEMENTAL AGREEMENT</b> )
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, 8 and 10.

#### 1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- transportation needs.
- plans for future related transportation improvements or development in the area of the project.
- traffic data.
- accident records and history.
- most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- record as-built plans.
- pavement history.
- available project studies and reports.
- other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

#### 1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- present, discuss, and receive direction on the progress and scheduling of work in this agreement.

- present, discuss, and receive direction on project specifics.
- discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- preview visual aids for public meetings.
- manage subconsultants and/or subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

#### 1.07 Cost and Progress Reporting

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

#### 1.08 Policy and Procedures

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

##### A. Compliance with documents

All work must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

- A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
- A Policy on Design Standards – Interstate System, AASHTO
- Highway Capacity Manual, Special Report 209, Transportation Research Board
- NYS Eminent Domain Procedure Law
- ADA Accessibility Guidelines for Buildings and Facilities
- AASHTO LRFD Bridge Design Specifications
- Manual for Condition Evaluation of Bridges, AASHTO
- Guide Specification for Strength Evaluation of Existing Steel and Concrete Bridges, AASHTO
- AASHTO Guide Specification for Fatigue Evaluation of Existing Bridges
- AASHTO Model Drainage Manual & NYSDOT Model Drainage Manual
- NYSDOT Bridge Deck Evaluation Procedure Manual
- AASHTO Guide Specification for Design of Pedestrian Bridges
- AASHTO Guide for the Development of Bicycle Facilities
- NYSDOT Scoping Procedure Manual, Appendix D (Design Traffic Forecast Policy)
- NYSDOT Highway Design Manual, Chapter 2 (Design Criteria)
- NYSDOT Highway Design Manual, Chapter 4 (Design Criteria & Guidance for Bridge Projects on Low Volume Highways)
- NYSDOT Bridge Manual, Section 2, Geometric Design Policy for Bridges
- New York State Manual of Uniform Traffic Control Devices

· NYSDOT Bridge Inspection Manual  
· Uniform Code of Bridge Inspection

B. Compliance with Environmental Laws, Regulations and Permits

All work must comply with the requirements of all applicable state and federal environmental laws, regulations and policy. Applicable laws, regulations and policies are specified in the NYSDOT Project Development Manual.

**1.09 Standards & Specifications**

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

**1.10 Subconsultants**

The **Consultant** will be responsible for:

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

**1.11 Subcontractors**

A. For subcontracts to this consultant contract exceeding \$20,000 (\$10,000 for printing contracts):

1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining sealed bids for the work. The **Consultant** will provide the work description and will submit it to the **Sponsor** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.

2. The **Consultant** will solicit sealed bids from a sufficient number of prospective qualified subcontractors to ensure that at least three (3) bids are received. Upon receipt of at least three bids, the **Consultant** will submit all bids to the **Sponsor** along with a recommended choice. The **Sponsor** will either concur with the recommendation or accept one of the other bids. The **Sponsor** will then advise the **Consultant** in writing to proceed.

3. Upon receipt of written authorization from the **Sponsor** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

B. For subcontracts to this consultant contract equaling or under \$20,000 (\$10,000 for printing contracts):

1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining reliable quotations (non-binding estimates) for the work. The **Consultant** will provide the work description and will submit

it to the **Sponsor** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.

2. The **Consultant** will solicit quotations from a sufficient number of prospective qualified subcontractors (typically three) to ensure that the work will be performed in the most economical manner. The **Consultant** will maintain and keep for review records of the quote solicitation process to document competition for the service. Upon receipt of the quotations, the **Consultant** will submit them to the **Sponsor** along with a recommended choice. The **Sponsor** will either concur or choose one of the other candidate subcontractors and advise the **Consultant** to proceed.

3. Upon receipt of written authorization from the **Sponsor** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

## Section 2 - Data Collection & Analysis

### 2.01 Design Survey (Work by Sub-consultant)

#### A. Ground Survey

Only minor ground survey is anticipated, as these two bridge projects are minor rehabilitation. Existing plans will be created from available information in order to create general project plans as well as WZTC plans. The ground survey will be used to tie-in the major project features to the aerial mapping. The existing ROW boundaries will be confirmed by field survey.

The **Consultant** will use existing aerial mapping from the NYSDOT GIS Clearinghouse for the limited mapping required. This should include the roadway, the river, top of banks, embankments, and any other identifiable features within the project limits.

#### **BIN 2220240 and BIN 2220260**

The **Consultant** will use existing as-built plans to re-create the existing bridge in order to complete the contract drawings.

If required, the **Consultant** will contact the utility companies to obtain any plans they might have for their utilities within the project area, and request a stakeout. All utilities visible or marked in the field by others will be located. Any underground features, not visible or not marked in the field, will be plotted by use of as-built maps and/or any other available information.

#### B. Photogrammetric Survey **(NOT INCLUDED IN AGREEMENT)**

#### C. Hydraulic Survey **(NOT INCLUDED IN AGREEMENT)**

#### D. Existing Bridge Data

All existing bridge pertinent data shall be collected and recorded from existing as-built plans or field measurements. These include, but are not limited to, abutment, pier and wingwall plan dimensions.

#### E. Survey of Wetland Boundaries **(NOT INCLUDED IN AGREEMENT)**

#### F. Supplemental Survey **(NOT INCLUDED IN AGREEMENT)**

#### G. Standards

Project control will conform to the following:

Horizontal project control

- NA

Vertical project control

- Elevations will be based on the North American Vertical Datum of 1929 (1929 NAVD datum) to match As-Built Record Plan Elevations.

## **2.02 Design Mapping** (Work by Sub-consultant)

The **Consultant** will use existing As-Built plans to re-create the existing bridge in order to complete the contract drawings.

The **Consultant** will provide the following design mapping:

1" = 20' scale mapping with no contour intervals.

The work consists of developing and/or finishing the hardcopy and/or digital mapping data collected under section 2.01 (Design Survey). Digital products will be delivered in Microstation format. Graphic products shall conform to the specifications, guidelines and practices established by NYSDOT.

NO survey control report will be required.

Benchmarks will be provided for the project.

## **2.03 Determination of Existing Conditions**

The **Consultant** will determine, obtain or provide:

- the existing highway section(s) and features within the project limits, including:
  - number, width, type (through, turning, climbing, etc.), and location of travel lanes.
  - shoulder widths and types (asphalt, gravel, grass, etc.).
  - number, width, type, and location of utility strips.
  - location of curbed sections.
  - width and type of medians.
  - width of clear zones.
  - location and percent of grades.
  - horizontal curve radii.
  - intersection geometry and conditions.
  - parking regulations and conditions within the project limits.
  - right-of-way width (may be shown on a plan with references to the plan).
  - condition and adequacy of guide rail, median barriers, and impact attenuators.
  - location of traffic control features and their conformity with the latest guidelines for such features.
  - provisions for pedestrians and bicyclists.
  - the existing conditions and roadway sections of all abutting (adjacent) and intersecting highway segments.
  - the following information for each bridge within the project limits:
    - existing bridge conditions, including:
      - structure and deck type.
      - year constructed.
      - wearing surface type.
      - length.

- number of spans and length of each.
- out to out width.
- curb-to-curb or rail-to-rail width.
- skew angle.
- utilities carried on the bridge.
- utilities parallel to the bridge.
- posted weight limits and year of posting.
- vertical clearance restrictions less than the legal minimum.
- expected future conditions (assuming the null alternative) using an anticipated deterioration rate provided by the **Sponsor**.
- existing hydraulic conditions, including a preliminary qualitative hydraulic assessment.
- existing mainline speed limit (and whether the speed limit is posted or not), and existing operating speeds (85th percentile speeds in most cases) provided by the **Sponsor**
- land use for the project area as it now exists and future land development (planned and potential), including development years.
- existing vehicular access control (full control, partial control, or uncontrolled) and whether existing driveway entrances comply with local standards or policies.
- existing pavement and shoulder conditions within the project limits.
- a general assessment of drainage conditions within the project limits.
- a list of all utilities, and the respective owners, that are within the project's existing right of way.
- which, if any, school buses, emergency vehicles, or farm machinery regularly use this route.
- which, if any, suitable detour routes are available.

(A table format for the above information is recommended; a plan or typical section may be used where appropriate)

#### **2.04 Accident Data and Analysis (NOT IN CONTRACT)**

The **Consultant** will NOT be required to research accident data or prepare any accident related documentation since this project is only an element specific rehabilitation.

#### **2.05 Traffic Counts**

If required, the **Sponsor** will provide existing traffic count data for existing conditions, growth factors for forecasting, including:

Existing Conditions:

AADT; DHV (2-way); DDHV, % Trucks

The **Consultant** will compute forecast data, including:

Year:            Present  
                     Estimated Time of Construction Completion (ETC)  
                     ETC + 10 years  
                     ETC + 20 years

The **Consultant** will forecast and provide design year volumes according to the policy in Appendix 5 of the NYSDOT Project Development Manual, and will explain the basis for the design year selection.

**2.06 Capacity Analysis (NOT IN CONTRACT)**

**2.07 Future Plans for Roadway and Coordination with Other Projects**

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes). The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

**2.08 Soil Investigations (NOT IN CONTRACT)**

**2.09 Hydraulic Analysis (NOT IN CONTRACT)**

**2.10 Bridges to be Rehabilitated**

- A. Detailed Inspection - The **Consultant** will perform visual inspection of only the portions of the bridge that have been identified as needing repair based on a review of the latest bridge inspection report. The **Consultant** will not be required to perform a full inspection of the bridge. The visual inspection will be used to supplement information from the biennial bridge inspection report.
- B. Bridge Deck Evaluation -
  - Mill Street – Deck will be visually inspected and sounded
  - Pearl Street – No Deck inspection is required since the Deck is to be replaced
- C. Load Rating of Existing Bridge Superstructure –

The **Consultant** will NOT be required to load rate either bridge in it's current condition.
- D. Fatigue Evaluation – The **Consultant** will **NOT** be required to perform a fatigue evaluation of the bridges.

**2.11 Pavement Evaluation**

The **Consultant** will perform a brief visual assessment only of the pavement at the bridge approaches.

The **Consultant** will describe the approach pavement condition in the design report.

## Section 3 - Preliminary Design

### 3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the NYSDOT Project Development Manual.

Applicable design standards will be chosen from:

- NYSDOT Bridge Manual
- NYSDOT Highway Design Manual

Project-specific design criteria for highway/bridge projects will include: design speed, lane width, shoulder width, bridge roadway width, grade, horizontal curvature, superelevation, stopping sight distance (horizontal and vertical), lateral clearance, vertical clearance, pavement cross-slope, rollover, structural capacity, pedestrian accommodations, median width (if applicable).

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

### 3.02 Development of Alternatives

The **Consultant** will NOT be required to develop or evaluate any alternatives since this project is only a minor rehabilitation.

### 3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

### 3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be a Bridge Rehabilitation Report.

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** that are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT Project Development Manual.

The **Consultant** will submit 2 copies of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

The **Sponsor** will submit 1 electronic copy to NYSDOT's RLPL for preliminary NYSDOT and/or FHWA review.

The **Consultant** will revise the DAD to reflect NYSDOT and/or FHWA comments. The **Sponsor**

will sign the cover sheet and submit 3 copies of the revised report to the NYSDOT for approval and signature.

### **3.05 Advisory Agency Review**

The **Consultant** will provide the **Sponsor** with the required copies of the Draft DAD for distribution to advisory agencies.

The **Consultant** will distribute the Draft DAD to the advisory agencies on behalf of the **Sponsor**.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

### **3.06 Public Information Meeting(s) and/or Public Hearing(s)**

Public Information Meeting(s)

The **Consultant** will assist the **Sponsor** at 1 public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification.

Public Hearing(s) **(NOT INCLUDED IN AGREEMENT)**

### **3.07 Preparation of Final Design Approval Document**

The **Sponsor** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the Design Procedure Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit 2 copies of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Sponsor** will submit 1 electronic and 1 hard copy of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through the NYSDOT, Design Approval.

## Section 4 - Environmental

### 4.01 NEPA Classification (Work by Sub-consultant)

The **Consultant** assumes that the project will be classified as C list Categorical Exclusion under NEPA and will verify the anticipated NEPA Classification.

If the project is assumed to be a C List action, then the **Consultant** will complete the FEA Worksheet, and forward the completed worksheet to the **Sponsor** for forwarding to the NYSDOT for a final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

### 4.02 SEQRA Classification (Work by Sub-consultant)

The **Consultant** assumes that the project will be classified as Type II under SEQRA and will verify the anticipated NEPA Classification.

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks include, but are not limited to:

- drafting letters to involved agencies to determine the lead agency.
- drafting Environmental Assessment Form(s).
- drafting a negative declaration.
- drafting a positive declaration.
- drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

### 4.03 Smart Growth (Work by Sub-consultant)

If the Smart Growth Checklist has not already been completed, the **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation.

### 4.04 Screenings and Preliminary Investigations (Work by Sub-consultant)

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s). Work will be performed, as detailed below and in accordance with the criteria contained in the NYSDOT Environmental Procedures Manual, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

- **General Ecology and Endangered Species**

- The **Consultant** will evaluate the nature, extent, and significance of potential impacts (including impacts during construction) of each project alternative on fish, wildlife, and habitat. This analysis will include general determinations of the amount and type of vegetation to be disturbed, special habitats that might be damaged, and possible interruption of fish and wildlife movements (e.g., blockage of fish movement through culverts, interruption of deer movement by fences, etc.). The **Consultant** will determine appropriate avoidance, minimization of harm, and mitigative measures to compensate for project impacts.
- The **Consultant** will coordinate with involved State and Federal resource agencies (New York State Department of Environmental Conservation (NYSDEC), U. S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS)). Letters will be obtained from involved agencies to document the likely presence or absence of endangered, threatened, or rare species in the project area; these letters will be included in the Appendix of the DAD. Based on the results of agency contacts, the **Consultant** will determine the presence or absence of endangered, threatened, or rare species within project boundaries, assess potential impacts of each design alternative on such species and their habitats, and, as necessary, determine measures for avoidance, mitigation, and minimization of harm. The **Consultant** will determine whether an Endangered and Threatened Species Survey is warranted.
- The **Consultant** will prepare a consistency determination letter. The **Sponsor** will forward the letter to NYSDOT for FHWA approval.

- **Ground Water (NOT INCLUDED IN AGREEMENT)**

- **Surface Water**

The **Consultant** will determine the New York State Department of Environmental Conservation (NYSDEC) surface water classification for each body of water, pursuant to 6 NYCRR Part 701.

For each design alternative, the **Consultant** will evaluate the effects on surface water bodies, including (but not limited to):

- timing of work.
- fill.
- dredging in stream bed or bank.
- discharge of dredged or fill material.
- erosion and sedimentation.
- stream realignment.
- reduction of canopy cover.
- changes in runoff quantity and quality.
- water temperature increases due to removal of stream bank vegetation and/or addition of stone or concrete bank stabilization.
- accidental toxic spills.
- cofferdams.
- bridge washing.
- bank and channel protection.
- temporary waterway diversions.

The **Consultant** will evaluate appropriate avoidance, minimization, and mitigation measures regarding surface waters.

The **Consultant** will determine Section 401 Water Quality Certification (WQC) requirements (blanket WQC or individual WQC).

The **Consultant** will determine the US Army Corps. of Engineers (COE) Section 10 or 404 Individual and Nationwide Permit requirements for construction activities within the waters of the United States, including wetlands and special aquatic sites.

The **Consultant** will identify drainage basins existing within or adjacent to the project site and will determine how the existing soils, vegetation, topography, climate, and seasonal nature of the proposed construction may affect the potential for erosion and sedimentation.

The **Consultant** will assess temporary and permanent measures and practices that may be used to avoid or minimize and control soil erosion, sedimentation, and surface water pollution during and after construction.

The **Consultant** will determine if the project requires coverage under the SPDES General Permit for Stormwater Discharges from Construction Activities, NYSDEC Permit No. GP-0--10-001 or a NPDES General Permit from the EPA. The **Consultant** will file any required "Notice of Intent" with the NYSDEC or EPA, as appropriate.

The **Consultant** will assess measures, as appropriate, to capture on-site the first flush ( $\frac{1}{2}$ " of rainfall from all surfaces made more impervious by the project, attenuate peak flow, and control thermal discharges to cold water fishery streams. The **Consultant** will assess the need for additional right-of-way to accommodate permanent stormwater facilities.

The **Consultant** will assess whether or not project work will affect the special characteristics or qualities of a designated Wild, Scenic, and Recreational River or Study River (e.g., navigation, riparian cover, scenery, etc.)

- **State Wetlands (NOT INCLUDED IN AGREEMENT)**
- **Federal Wetlands (NOT INCLUDED IN AGREEMENT)**
- **Floodplains (NOT INCLUDED IN AGREEMENT)**
- **Coastal Zone Management (NOT INCLUDED IN AGREEMENT)**
- **Navigable Waterways**

The **Consultant** will determine the nature, extent, and significance of the impacts of the project on U. S. Army Corps of Engineers and U. S. Coast Guard-defined navigable waters of the United States. The **Consultant** will identify the nature and extent of all activities requiring U.S. Army Corps of Engineers Section 10 and/or U. S. Coast Guard Section 9 permits.

The **Consultant** will evaluate appropriate avoidance, minimization of harm, and mitigation measures to compensate for project impacts on navigable waters.

- **Historic Resources**

The **Consultant** will perform a cultural resource screening to determine if a cultural resource study is needed.

- **Parks – (NOT INCLUDED IN AGREEMENT)**

- **Contaminated Materials and Hazardous Waste** – Since the bridges will be rehabilitated, no excavation or related earthwork is anticipated. A screening will be completed because of the proximity of the Pearl Street bridge to the Sewall's Island contaminated site.

Paint on the Mill Street bridge will be tested for Lead and Cyanide.

- **Asbestos**

(Work by Sub-consultant)

The **Consultant** must maintain a valid asbestos handling license for the duration of this agreement and all **Consultant** personnel engaged in asbestos-related work must be appropriately certified for the work being performed, as described in Section 56-2.2 of Industrial Code Rule 56 (12 NYCRR Part 56).

The **Consultant** will perform an on-site inspection of all structures and facilities to identify approximate number and specific locations of suspected ACM's for sampling and testing. (Examples of suspected ACM's are: insulation on pipes, ducts, boilers, etc.; floor and ceiling tiles; drywall; plaster; roof shingles; siding; fireproofing material, including structural fireproofing and fire retardation coatings.)

The **Consultant** will prepare a technical memorandum reporting on the findings of this investigation, accompanied by an asbestos sample location plan.

The **Consultant** shall collect bulk samples of suspected asbestos-containing materials (ACM's). EPA requirements include a minimum of three samples taken at random locations for each homogeneous suspected ACM. The sample locations shall be noted on inspection forms.

The **Consultant** shall provide the sample testing and analysis. It shall be performed by a laboratory approved by the New York State Department of Health (NYSDOH) or the Environmental Protection Agency, and in accordance with the current requirements of the NYSDOH Environmental Laboratory Approval Program (ELAP). The analysis shall proceed as follows:

- A. Initial testing of all samples using the Polarized Light Microscopy (PLM) method of gravimetric reduction, acid digestion, and point counting for the presence of asbestos mineral fibers.
- B. Per ELAP requirements, a second test of each non-friable, organically -bound material (NOB) sample that is PLM-negative, using Transmission Electron Microscopy (TEM). (Some NOB examples are vinyl floor tile, mastic, linoleum, and roofing materials.)

The **Consultant** shall prepare an Asbestos Assessment Report documenting the results

of the investigation and wherever necessary specifying removal or abatement measures. It shall include:

- A summary of the data collection techniques and the analysis procedures used (as presented in the preliminary technical memorandum)
  - Specific locations, types, and quantities of ACM's, including 8½"x11" sketches (one for each applicable building story) depicting sample locations.
  - Where necessary, identification of ACM areas where safe, alternative removal techniques would be feasible, and descriptions of these techniques, for transmittal to the NYSDOL to obtain variances to Industrial Code Rule 56.
  - Plans for ACM removal and disposal or other corrective action in accordance with Industrial Code Rule 56 or applicable variance thereof.
  - Recommendations for design changes or construction activities which would minimize or eliminate involvement with ACM's.
- **Noise (NOT INCLUDED IN AGREEMENT)**
  - **Air Quality (NOT INCLUDED IN AGREEMENT)**
  - **Energy (NOT INCLUDED IN AGREEMENT)**
  - **Farmlands (NOT INCLUDED IN AGREEMENT)**
  - **Invasive Species (NOT INCLUDED IN AGREEMENT)**
  - **Visual Impacts (NOT INCLUDED IN AGREEMENT)**
  - **Critical Environmental Areas (NOT INCLUDED IN AGREEMENT)**
  - **Smart Growth**

If the Smart Growth Checklist has not already been completed, the **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation.

- **Environmental Justice**

The Pearl Street bridge is located within a Potential Environmental Justice area. The **Consultant** will perform a preliminary screening to ensure that the proposed work will not adversely impact the community.

Work will be performed, as summarized in the PLAFAP Manual and detailed in the PDM and the TEM, unless stated otherwise herein, to determine whether a further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

**4.04 Detailed Studies and Analyses**  
(Work by Sub-consultant)

The results of these detailed studies and analyses will be summarized in the appropriate sections of the DAD.

- **General Ecology and Endangered Species**
  - Assume no detailed study is required for Endangered Species. The required preliminary screening review for endangered species including the Indians and Northern Long Eared Bats will be performed.
- **Ground Water (NOT INCLUDED IN AGREEMENT)**
- **Surface Water**

Assume no detailed study is required for surface water.
- **State Wetlands (NOT INCLUDED IN AGREEMENT)**
- **Federal Wetlands (NOT INCLUDED IN AGREEMENT)**
- **Wetland Map and Delineation Report (NOT INCLUDED IN AGREEMENT)**
- **Wetland Mitigation (NOT INCLUDED IN AGREEMENT)**
- **Floodplains – (NOT INCLUDED IN AGREEMENT)**
- **Coastal Zone Management (NOT INCLUDED IN AGREEMENT)**
- **Historic Resources**
  - Assume no detailed study is required for Historical resources beyond the Phase 1A and 1B Cultural Resource surveys. The Section 106 review process will be coordinated by NYSDOT.
  - Assume no Section 4(f) or Section 6(f) detailed studies will be necessary. No separate Section 6(f) report will be required.
  - The **Consultant** will submit a Project Submittal Package (PSP) to the **Sponsor**, for submittal to NYSDOT's Regional Cultural Resource Coordinator.
- **Parks**
  - Assume no detailed study is required for Parks.
- **Contaminated Materials and Hazardous Waste**
  - Assume no detailed study is required for Contaminated Materials and Hazardous Waste
  - Paint on the Mill Street bridge will be tested for Lead and Cyanide.

- **Asbestos**  
(Work by Sub-consultant)

The **Consultant** will perform an on-site inspection of all structures and facilities to identify approximate number and specific locations of suspected ACM's for sampling and testing. (Examples of suspected ACM's are: insulation on pipes, ducts, boilers, etc.; floor and ceiling tiles; drywall; plaster; roof shingles; siding; fireproofing material, including structural fireproofing and fire retardation coatings.)

The **Consultant** will prepare a technical memorandum reporting on the findings of this investigation, accompanied by an asbestos sample location plan.

The **Consultant** shall collect bulk samples of suspected asbestos-containing materials (ACM's). EPA requirements include a minimum of three samples taken at random locations for each homogeneous suspected ACM. The sample locations shall be noted on inspection forms.

The **Consultant** shall provide the sample testing and analysis. It shall be performed by a laboratory approved by the New York State Department of Health (NYSDOH) or the Environmental Protection Agency, and in accordance with the current requirements of the NYSDOH Environmental Laboratory Approval Program (ELAP). The analysis shall proceed as follows:

- A. Initial testing of all samples using the Polarized Light Microscopy (PLM) method of gravimetric reduction, acid digestion, and point counting for the presence of asbestos mineral fibers.
- B. Per ELAP requirements, a second test of each non-friable, organically -bound material (NOB) sample that is PLM-negative, using Transmission Electron Microscopy (TEM). (Some NOB examples are vinyl floor tile, mastic, linoleum, and roofing materials.)

The Consultant shall prepare an Asbestos Assessment Report documenting the results of the investigation and wherever necessary specifying removal or abatement measures. It shall include:

- A summary of the data collection techniques and the analysis procedures used (as presented in the preliminary technical memorandum)
- Specific locations, types, and quantities of ACM's, including 8½"x11" sketches (one for each applicable building story) depicting sample locations.
- Where necessary, identification of ACM areas where safe, alternative removal techniques would be feasible, and descriptions of these techniques, for transmittal to the NYSDOL to obtain variances to Industrial Code Rule 56.
- Plans for ACM removal and disposal or other corrective action in accordance with Industrial Code Rule 56 or applicable variance thereof.

Recommendations for design changes or construction activities which would minimize or eliminate involvement with ACM's.

- **Noise (NOT INCLUDED IN AGREEMENT)**
- **Air Quality (NOT INCLUDED IN AGREEMENT)**
- **Energy (NOT INCLUDED IN AGREEMENT)**
- **Farmlands (NOT INCLUDED IN AGREEMENT)**
- **Invasive Species (NOT INCLUDED IN AGREEMENT)**
- **Visual Impacts (NOT INCLUDED IN AGREEMENT)**
- **Critical Environmental Areas (NOT INCLUDED IN AGREEMENT)**
- **Smart Growth**

Assume no detailed smart growth analysis will be necessary.

- **Environmental Justice**
  - Assume no detailed study is required for Environmental Justice. The required preliminary screening review for Environmental Justice will be performed.

#### **4.05 Permits and Approvals**

Assume no environmental permits are necessary for this project.

#### **4.06 Environmental Hearing**

Assume no environmental hearings are necessary for this project.

## **Section 5 – Right of Way**

**5.01 Abstract Request Map and Title Search - NOT INCLUDED IN AGREEMENT**

**5.02 Right-of-Way Survey -**

Field Right-of-Way Survey will be performed. Right of Way boundaries will be determined.

**5.03 Right-of-Way Mapping - NOT INCLUDED IN AGREEMENT**

**5.04 Right-of-Way Plan - NOT INCLUDED IN AGREEMENT**

**5.05 Right-of-Way Cost Estimates - NOT INCLUDED IN AGREEMENT**

**5.07 Public Hearings/Meetings - NOT INCLUDED IN AGREEMENT**

**5.08 Property Appraisals - NOT INCLUDED IN AGREEMENT**

**5.09 Appraisal Review - NOT INCLUDED IN AGREEMENT**

**5.10 Negotiations and Acquisition of Property - NOT INCLUDED IN AGREEMENT**

**5.11 Relocation Assistance - NOT INCLUDED IN AGREEMENT**

**5.11 Property Management - NOT INCLUDED IN AGREEMENT**

No Right-of-Way acquisition is anticipated. A Right of Way Clearance Certificate will be required.

## Section 6 - Detailed Design

### 6.01 Preliminary Bridge Plans

The **Consultant** will prepare and submit to the **Sponsor** Preliminary Bridge Plans on standard contract drawing sheets showing:

- location map.
- 1" = 20' scale plan.
- existing substructure locations.
- span lengths.
- elevation view at 1" = 20' scale (or larger if appropriate).
- side slope treatment.
- typical transverse section of bridge.
- typical approach section(s) of feature carried.
- if applicable, typical sections of feature crossed, approaching and under the bridge.
- construction details, shown on existing and proposed bridge sections.

### 6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete as per the NYSDOT Highway Design and Bridge Manuals.

Advance Detail Plans may include, but are not limited to, the following contract sheet drawings:

- Title Sheet
- Index and legend
- General Notes
- General Plan and Elevation (1" = 20' scale)
- Typical sections
- Traffic Control Plan (including construction sign text data and temporary traffic signal plans and details) and Detour Plan
- Maintenance jurisdiction table
- Survey baseline ties (from as-built drawings, if applicable)
- Miscellaneous tables
- Miscellaneous details
- Erosion and Sediment Control Plan (if required)
- Signs & Pavement marking plans
- Utility plans
- Bridge Plans

Bar lists are not required.

The **Consultant** will prepare and submit three (3) copies of the ADP's to the **Sponsor** for review.

To NYSDOT – 1 electronic copy.

### 6.03 Final Plans

The **Consultant** will modify the design to reflect the review of the ADP package, and then submit one (1) hard copy and one (1) electronic copy to NYSDOT for their review and approval.

The **Consultant** will reflect last minute review comments on the plans.

#### **6.04 Contract Documents**

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit one (1) hard copy and one (1) electronic copy of the contract documents to the NYSDOT for information purposes.

#### **6.05 Cost Estimate**

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project.

The **Consultant** will update the estimate periodically and as necessary to incorporate design changes, and will develop the final Engineer's Estimate, including all quantity computations.

#### **6.06 Utilities**

##### **Mill Street**

It is assumed that there will be involvement with three (3) utility owners (4 utilities).

Water

Gas

Electric

Communication

##### **Pearl Street**

It is assumed that there will be involvement with four (4) utility owners (5 utilities).

Water

Gas

Sewer

Electric (OH)

Communication (OH)

The Consultant will provide plans showing utility conflicts to utility owners. Assume a maximum of three meetings with utility owners.

#### **6.07 Railroads**

There will be no involvement with any railroad companies.

#### **6.08 Bridge Load Rating**

See Section 10.02 Technical Assumptions.

## Section 7 - Advertisement, Bid Opening and Award

### 7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Sponsor** will place the advertisements in the **Sponsor's official newspaper(s)**. The NYSDOT will place the advertisement in the NYS Contract Reporter.

The **Consultant** will prepare the technical support information for any required addenda during bidding. The **Consultant** will prepare the addenda and send the addenda to all potential bidders, including receiving and tracking addenda confirmations from bidders. The **Sponsor** shall be responsible for obtaining all bidders contact information (fax/email, etc.) during plan sales in the event an addendum is required.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

### 7.02 Pre-Construction Meeting & Other Services Prior to Construction

The **Consultant** will answer calls and respond to questions (concerning the contract plans and bid documents) from prospective bidders, and will attend a pre-construction meeting.

### 7.03 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening. The **Consultant** will not be required to attend the bid opening.

### 7.04 Award

The **Consultant** will analyze the bid results. The analysis will include:

- verifying the low bidder.
- ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- breaking the low bid into fiscal shares, if necessary.
- determining whether the low bid is unbalanced.
- for pay items bid more than 25% over the Engineer's Estimate:
  - checking accuracy of quantity calculations.
- determining appropriateness of price bid for work in the item.
- determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract, after review and concurrence by NYSDOT, and will transmit the following information to the NYSDOT for information:

- transmittal letter, indicating **Sponsor** approval to award to the lowest responsible bidder (or to reject all bids).
- certification from **Sponsor** that bid is acceptable and that low bidder is qualified and able to perform the work.
- certification from the **Consultant** (signed and sealed by a licensed

Professional Engineer, Registered Architect or Registered Landscape Architect) stating that permits, resolutions, railroad and utility agreements, and title for right-of-way necessary to complete the project have been obtained.

- Engineer's Estimate and verified low bid, broken down by fiscal shares.

## Section 8 - Construction Support

### 8.01 Construction Support

The **Consultant** will provide design responses to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required prepare sketches modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve required shop drawings.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

### 8.02 As-Built Drawings (Will be completed under Section 9 in a Supplemental Agreement)

## Section 9 - Construction Inspection

**Scope for this Construction Inspection Services is provided for informational purposes only; work will be accomplished under separate scope and fee agreement. This work will be added to the contract via a supplemental agreement.**

### 9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract for Project work.

The **Consultant** will furnish all other office, field, and field laboratory supplies and equipment required to perform properly the inspection services listed below.

### 9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment to the **Contractor** for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete Project records, processing payments, performing inspection work and on-site field tests of all materials and items of work incorporated into the Project consistent with federal policies and the specifications and plans applicable to the Project.

### 9.03 Municipal Project Engineer

The **Sponsor** will assign a Project Engineer to the Project covered by this Agreement. This Project Engineer will be the **Sponsor's** official representative on the Project and the **Consultant** must report to and be directly responsible to said Project Engineer.

### 9.04 Ethics

Prior to the start of its services, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

### 9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment, and programs for its staff assigned to the Project.

### 9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to perform adequately and competently the requirements of this Agreement.

### 9.07 Scope of Services/Performance Requirements

#### 1. Quality

The **Consultant** will enforce the Project Specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans, or defects in the work or materials which would conflict with the expected quality of work, and conflict with the successful completion of the Project.

## 2. Record Keeping & Payments to the Contractor

- All records must be kept in accordance with the directions of the **Sponsor**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing changes from Contract Plans, photographs of various phases of construction, and other pertinent data, records, and reports for proper completion of records of the contract.
- Any record plans, engineering data, survey notes, or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the Project. Original tracings of record plans, maps, engineering data, the final estimate, and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- Unless otherwise modified by this agreement, the **Consultant** will check and, when acceptable, approve all structural shop drawings.
- Upon receipt of written concurrence from the **Contractor** of final quantities, and barring any disputed issues, the **Consultant** shall submit the final estimate of the contract to the **Sponsor** within four (4) weeks of receipt of the written concurrence. All Project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within four (4) weeks after the final estimate has been submitted.
- The **Consultant** shall provide **Sponsor** with one set of full size record plans produced on mylar. In addition at the **Sponsor's** request, the **Consultant** shall provide a record plan file on cd-rom.

### Health & Safety/Maintenance and Protection of Traffic

- 1) The **Consultant** must ensure that all of its inspection staff assigned to the Project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures, and specifications and that they adhere to those standards. Individual inspectors will be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of Project safety requirements.
- 2) The **Consultant** is responsible for monitoring the Contractor's and its Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the Project limits, and for the duration, of the contract.

### Monitoring Equal Opportunity/Labor Requirements

The **Consultant** will assign to one individual the responsibility for monitoring the **Contractor's** adherence to Equal Opportunity and Labor requirements contained in the Contract Documents. The **Consultant**, when monitoring the **Contractor's** Equal Opportunity and Labor compliance, will utilize the guidance contained in the Contract Documents, standard specifications, and the **Sponsor's** policies.

## Section 10 - Estimating & Technical Assumptions

### 10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1 Estimate four (4) meetings with the City during the design phase of this project. (excludes Public Information Meeting.)
- Estimate twelve (12) cost and progress reporting periods will occur during the design tasks of this agreement.
- Section 2 Assume the vertical datum will be based on USGS elevations (NAVD 29) (benchmark or map spot elevation) from As-built plans.
- Estimate 0 accidents will require analysis.
- Estimate 0 highway capacity analyses will be required.
- Estimate 0 soil borings will be taken.
- Assume 0 substructure concrete cores will be taken.
- Assume no pavement cores will be required.
- Assume NO Under Bridge Inspection Unit (UBIU) will be required for rental.
- Assume that no City Street Work Permit will be required for the visual inspection.
- Section 3 Estimate 0 bridge alternatives will be evaluated.
- Estimate 1 design alternative (Bridge Rehabilitation) will be analyzed in detail.
- Estimate 1 cost estimate(s) plus 1 update(s) will be required.
- Section 4 Estimate 0 permits will be required.
- Estimate NO Phase 1A and Phase 1B Cultural Resource Survey will be required. No Phase 2 will be required.
- A Project Submittal Package will be required.
- Assume a Stormwater Pollution Prevention Plan will NOT be required to satisfy SPDES General Permit GP-0-10-001.
- Section 5 Right-of-Way Acquisition is not anticipated. A Right-of-Way Clearance Certificate will be completed.
- Section 6 Estimate 1 cost estimate plus 3 updates will be required.
- Estimate 2 bridges will be rehabilitated.

- Estimate 4 utility owners and 0 railroad agencies will be affected.
- Section 7 Estimate 25 copies of the final contract bid documents will be needed for prospective bidders.
- Estimate advertisements will be placed in 1 local publication in addition to the NYS Contract Reporter.
- Section 8 Estimate 6 requests that require effort will be made during the construction phase of the project.
- Section 9 ***Construction Inspection is not included in this original agreement. Construction Inspection will be included under a supplemental agreement.***
- Estimate construction will begin in May 2019.

## 10.02 Technical Assumptions

The following technical assumptions are in addition to those made in the scope of services, Sections 1 through 8:

### Section 1

1.07 The consultant will submit monthly invoices to the City for work performed on the project. The consultant will submit monthly schedule updates along with required NYSDOT forms to the City and NYSDOT.

### Section 2

2.01.A *Design Survey* - The **Consultant** will use existing aerial mapping from the NYSDOT GIS Clearinghouse for the limited mapping required. All utilities visible or marked in the field by others will be shown on the aerial mapped plan. Any underground features, not visible or not marked in the field, will be plotted by use of as-built maps and/or any other available information. Assume no test pits required.

2.01.B Photogrammetric Survey – *Not Included in Agreement*

2.01.C Hydraulic Survey – *Not Included in Agreement*

2.01.D The bridge features will be provided based on As-Built Plans.

2.01.G Vertical project control will be the 1929 NAVD Datum (to match As-Built Plans).

2.02 1" = 20' design mapping will be provided in \*.dgn (Microstation with aerial map background) with no contour intervals.

The work consists of developing and/or finishing the hardcopy and/or digital mapping data collected under section 2.01 (Design Survey). Digital products will be delivered in Adobe PDF format. Graphic products shall conform to the specifications, guidelines and practices established by NYSDOT. Mapping units will be English.

No InRoads Terrain models will be required. Road right-of-way will be determined and side property lines will be shown.

2.04 If required, the **SPONSOR** will provide a copy of existing accident data and will provide traffic counts.

- 2.06 No Capacity Analysis will be performed.
- 2.08 Assume no pavement cores will be taken.  
Assume no substructure cores or bridge deck cores will be necessary.
- 2.09 NO hydraulic analysis will be performed.
- 2.10 A Level 1 Load Rating of the existing bridge will NOT be required (Both bridges).  
A fatigue life evaluation will NOT be required.
- 2.11 NO Bridge Deck Evaluation or Report will be required. The top surface of the bridge deck will be visually inspected and sounded in order to determine any required repairs (Mill St. only).

### **Section 3**

- 3.02.A Assume 0 alternatives will need to be evaluated since this is a rehabilitation project.  
Assume that no significant changes in the roadway horizontal or vertical alignment will be required.  
Assume that either staged construction or an off-site detour for traffic control could be used.  
Assume that a user cost analysis of detours will NOT be required.  
A Bridge Rehabilitation Justification Report will be required.  
A Profile of bridge or approach roadway will NOT be required.
- 3.04 The Design Approval Document will be a Bridge Rehabilitation Report. Three (3) copies of the Report will be provided to the City.
- 3.06.A There will be one (1) Public Information Meeting where C&S will provide visuals and handouts. Visual displays will include plans and bridge cross sections mounted on 22x34 inch boards. No renderings or 3 dimensional drawings will be prepared or presented.
- 3.06 Assume no public hearing will be required.

### **Section 4**

- 4.01 The project is assumed to be classified as NEPA C list CE.
- 4.02 The project is assumed to be classified as SEQRA Type II or Unlisted.
- 4.04 Assume that the following screenings will be required:
  - General Ecology and Endangered Species
  - Surface Water
  - Navigable Waterways
  - Historic Resources
  - Contaminated Materials and Hazardous Waste
  - Asbestos
  - Smart Growth
  - Environmental Justice

Assume that the following screenings will NOT be required:

Ground Water

State and Federal Wetlands (Includes field locating wetlands that could be impacted by the project.)

Flood Plain Evaluation

Coastal Zone Management

Parks

Noise

Air Quality

Energy

Farmlands

Invasive Species

Visual Impacts

Critical Environmental Areas

Assume that there will be no work in the Black River or the North Branch of Black River. Assume the project will NOT require coordination with the NYSDEC or USACOE with regard to permitting.

Assume that the project will have no effect on any natural communities or threatened or endangered species.

4.04 Assume NO Cultural Resource Evaluation work will be required. A Project Submittal Package (PSP) will be submitted.

Assume that a 4(f) or 6(f) report will not be required for this project.

Assume no detailed hazardous waste assessment will be required for the project.

Assume that a Visual Impact Assessment will not be required for this project.

Assume that a Farmland Assessment will not be required for this project.

Assume that an Invasive Species Assessment will not be required for this project.

Assume that a Critical Environmental Areas Assessment will not be required for this project.

Assume that a Smart Growth Assessment will not be required for this project.

Assume that an Environmental Justice Assessment will not be required for this project.

Assume that travel lanes will not move close enough to residences to trigger a noise analysis.

Assume that an asbestos assessment, including sampling and analysis, will be required.

Assume that the Mill Street bridge paint will be tested for lead and cyanide.

Assume no threatened or endangered species surveys will be required.

Assume wetland delineation will not be required.

Assume no State or Federal regulated wetlands are within the project area.

Assume no wetland mitigation plans will be required for this project.

Assume that no air quality or noise studies will be needed for this project.

Groundwater: The project is not within a NYSDEC Principal Aquifer area. It is assumed the project will NOT result in new highway construction, significant pavement widening, or the construction of additional travel lanes. As a result, it is assumed that a Toler Analysis or FHWA Pollutant Loadings and Impacts From Highway Stormwater Runoff, 1990 is not required.

Assume a typical Floodplain Evaluation will not be required.

4.05 There will be no environmental permits required.

Assume the project will not disturb more than 1 acre of currently vegetated area. Therefore, a SPDES permit will not be required. Assume NO SWPPP will be required.

4.06 There will be no environmental hearing.

## Section 5

5.03 / 5.09 Assume that no permanent or temporary property acquisitions will be required.

## Section 6

6.02 Assume only bridge rehabilitation work as follows:

### BIN 2220240 (Mill Street)

1. Concrete deck repairs
2. Select bridge bearing replacements
3. Select bearing rehabilitation
4. Select abutment pedestal replacements
5. Structural lifting (for bearing work)
6. Minor concrete substructure repairs
7. Girder Painting
8. Scupper cleaning
9. Select joint replacement
10. Concrete deck sealing
11. Re-striping, including approaches

### BIN 2220260 (Pearl Street)

1. Concrete deck replacement
2. Minor concrete substructure repairs
3. Select joint replacement
4. Concrete deck sealing
5. Re-striping, including approaches
6. Utility support and insulation repairs

The majority of bridge rehabilitation work will be accomplished using either staged construction or off-site detours.

A Level 1 Load Rating of the rehabilitated bridge will be required (Pearl Street).

A Level 1 Load Rating of the rehabilitated bridge will NOT be required (Mill Street).

Assume no seismic analysis will be required.

Assume no new sidewalks will be required on the bridge or approaches.

Assume approach pavement work will be limited to that required to complete the bridge work.

Assume no drainage improvements will be required.

Utilities are impacted by the proposed work. Assume no re-work or relocation of the proposed

Fall of 2017 gas line supported on the north fascia will be required for this project.

Assume no landscaping included in this project except for turf re-establishment.

Assume that no closed drainage system design work will be required.

Assume that NO temporary excavation support will be designed. Assume that a safe slope excavation can be accomplished for the required work. Assume no other design of temporary soil support walls (sheeting, soldier pile or GRES walls) will be required at other locations of the project.

6.03 Three (3) copies of the final plans will be provided to the **Sponsor**.

6.03 Bar lists and bar bends will NOT be provided by the **Consultant**. The **Consultant** will check the bar lists and bar bends provided by the Contractor during the Construction Support phase.

6.04 **Consultant** will provide (25)-sets of plans, specifications, special notes and specifications, bid sheets, estimate, and prevailing wage rates to the **Sponsor**. **Consultant** will compile and print contract document sets.

## Section 7

- 7.01 The **Sponsor** will advertise the project. Assume a maximum of 2 addendums.  
Assume no add-alternate bids will be required to be prepared.  
Assume no pre-bid meetings will be required.  
Assume no re-bidding will be required.
- 7.02 **Consultant** will respond to questions from plan purchasers and provide support for the **Sponsor** in the issuance of any required addenda. Refer to Section 7.01 for details of addendum preparation responsibilities.

## Section 8

1. All shop drawings will be reviewed and approved within Section 8.
2. No field change sheets will be required to be prepared.
3. Assume 4 site visits will be required.
4. Any review and approval of material specifications will occur under Construction Inspection (NOT IN THIS AGREEMENT).
5. As-Built record plans will be prepared (NOT IN THIS AGREEMENT).

## Section 9

***Construction Inspection is not included in this original agreement. Construction Inspection will be included under a supplemental agreement.***

## PROPOSED PROJECT SCHEDULE

### Preliminary and Detailed Design \*

• Project Start:	Oct. 2017
• Draft Design Approval Document (DAD)	February 2018
• Final DAD	March 2018
• Design Approval	April 2018
• ADP Design Complete:	June 2018
• Final PS&E / Bid Documents Complete:	September 2018
• ROW Acquisition Certification	September 2018
• Letting	November 2018
• Construction	May 2019 – September 2019

\* Actual Schedule shall be controlled by the **SPONSOR** receiving funding (approved agreements) for Final Design and Construction

\*\* Schedule assumes the following minimum review times from NYSDOT and FHWA:

NYSDOT – Environmental Project Submittal Package Review	1.0 month
NYSDOT – Indian Tribe Responses	Not Required
NYSDOT – Endangered Species Package Review	1.0 month
NYSDOT – Draft DAD	1.0 month
NYSDOT – Final DAD (Design Approval)	1.0 month
NYSDOT – ADP Review	Not Required
NYSDOT – PSE Review (obligation of funds/permission to advertise)	1.0 month
NYSDEC/USACE – Approval of Permits	Not Required

Attachment C, Page 1  
Summary

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**C&S Engineers, Inc.**

Mill St (US 11) over Black River; Pearl St (NYS 283) over N Branch of Black River  
City of Watertown, Jefferson County  
PIN 7753.70 BIN 2220240 & BIN 2220260

Item IA, Direct Technical Salaries (estimated) Subject to Audit	\$48,873
Item IB, Direct Technical Salaries Premium Portion of Overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) Subject to Audit	\$289
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Contractor Cost)	\$1,400
Item III, Overhead	\$83,084
Item IV, Fixed Fee	\$16,500
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Consultant Cost)	\$24,705
<b>Total Estimated Cost</b>	<b>\$174,851</b>
<b>MAXIMUM AMOUNT PAYABLE</b>	<b>\$175,000.00</b>

Attachment C, Page 2  
Salary Schedule

**C&S Engineers, Inc.**  
Mill St (US 11) over Black River; Pearl St (NYS 283) over N Branch of Black River  
City of Watertown, Jefferson County  
PIN 7753.70 BIN 2220240 & BIN 2220260

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVE. HOURLY RATES			MAXIMUM HOURLY RATES			OVERTIME CATEGORY
		Aug-17	Project Midpoint Mar-18	2017	2018	2019		
Service Group Manager	VII (A)	\$76.00	\$78.28	\$89.00	\$91.67	\$94.42	A	
Department Manager	VI (A)	\$57.68	\$59.41	\$63.00	\$64.89	\$66.84	A	
Chief Engineer	VII (A)	\$52.26	\$53.83	\$59.80	\$61.59	\$63.44	A	
Principal Engineer	VI (A)	\$55.21	\$56.87	\$60.50	\$62.32	\$64.18	A	
Managing Engineer	VI (A)	\$47.01	\$48.42	\$51.50	\$53.05	\$54.64	A	
Managing Planner	VI (A)	\$52.00	\$53.56	\$52.00	\$53.56	\$55.17	A	
Senior Project Planner	III (A)	\$41.00	\$42.23	\$41.00	\$42.23	\$43.50	B	
Senior Project Landscape Arch	III (A)	\$39.00	\$40.17	\$39.00	\$40.17	\$41.38	B	
Senior Project Engineer	III (A)	\$43.79	\$45.10	\$52.50	\$54.08	\$55.70	B	
Project Engineer	IV (A)	\$36.37	\$37.46	\$40.50	\$41.72	\$42.97	B	
Environmental Scientist	III (A)	\$29.25	\$30.13	\$30.00	\$30.90	\$31.83	B	
Project Environmental Scientist	IV (A)	\$33.12	\$34.11	\$35.25	\$36.31	\$37.40	A	
Engineer	III (A)	\$30.40	\$31.31	\$35.00	\$36.05	\$37.13	B	
Staff Engineer	II (N)	\$27.10	\$27.91	\$29.50	\$30.39	\$31.30	C	
Senior Construction Supervisor	IV (N)	\$59.75	\$61.54	\$67.00	\$69.01	\$71.08	A	
Construction Supervisor	IV (N)	\$39.00	\$40.17	\$39.00	\$40.17	\$41.38	A	
Resident Engineer	IV (N)	\$43.08	\$44.37	\$52.50	\$54.08	\$55.70	C	
Senior Designer	IV (N)	\$33.40	\$34.40	\$39.50	\$40.69	\$41.91	B	
Designer	IV (N)	\$24.90	\$25.65	\$26.00	\$26.78	\$27.58	D	
Cad Operator	III (N)	\$22.50	\$23.18	\$22.50	\$23.18	\$23.87	D	
Chief Inspector	III/IV (N)	\$38.51	\$39.67	\$41.61	\$42.86	\$44.14	C	
Senior Inspector	III (N)	\$36.97	\$38.08	\$40.00	\$41.20	\$42.44	D	
Inspector	II (N)	\$30.50	\$31.42	\$31.00	\$31.93	\$32.89	D	
Senior Technical Administrator	N/A	\$29.63	\$30.52	\$31.50	\$32.45	\$33.42	D	
Technical Typist	N/A	\$26.12	\$26.90	\$33.00	\$33.99	\$35.01	D	

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as submitted in Certified Salary Roster.

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - Overtime compensated at straight time rate over 40 billable hours.
- Category C - Overtime compensated at straight time rate.
- Category D - Overtime compensated at straight time rate x 1.50.

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

Attachment C, Page 3  
Staffing Table

**C&S Engineers, Inc.**  
Mill St (US 11) over Black River; Pearl St (NYS 283) over N Branch of Black River  
City of Watertown, Jefferson County  
PIN 7753.70 BIN 2220240 & BIN 2220260

Job Title	Grade	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Hours	Projected Hourly Rate	Direct Technical Labor Cost
Senior Vice President	VIII (A)										0	\$0.00	\$0.00
Senior Principal	VIII (A)										0	\$87.56	\$0.00
Service Group Manager	VII (A)										0	\$78.28	\$0.00
Department Manager	VI (A)										0	\$59.41	\$0.00
Chief Engineer	VII (A)										0	\$53.83	\$0.00
Principal Engineer	VI (A)										0	\$56.87	\$0.00
Managing Engineer	VI (A)	138	22	80	4	2	80	20	60		406	\$48.42	\$19,658.64
Managing Planner	VI (A)										0	\$53.56	\$0.00
Managing Geologist	VI (A)										0	\$53.56	\$0.00
Senior Project Planner	III (A)										0	\$42.23	\$0.00
Senior Project Landscape Arch	III (A)										0	\$40.17	\$0.00
Senior Project Engineer	III (A)		2				6				8	\$45.10	\$360.83
Project Engineer	IV (A)						2				2	\$37.46	\$74.82
Environmental Scientist	III (A)				24						24	\$30.13	\$723.06
Project Environmental Scientist	IV (A)										0	\$34.11	\$0.00
Engineer	III (A)	22	50	190			371	40	72		745	\$31.31	\$23,327.44
Staff Engineer	I/II (N)										0	\$27.91	\$0.00
Senior Construction Supervisor	IV (N)										0	\$61.54	\$0.00
Construction Supervisor	IV (N)										0	\$40.17	\$0.00
Resident Engineer	IV (N)										0	\$44.37	\$0.00
Senior Designer	IV (N)										0	\$34.40	\$0.00
Designer	IV (N)										0	\$25.65	\$0.00
Cad Operator	III (N)	2		48			125				175	\$23.18	\$4,055.63
Sr. Program Coordinator	II (N)										0	\$0.00	\$0.00
Chief Inspector	III/IV (N)										0	\$39.67	\$0.00
Senior Inspector	III (N)										0	\$38.08	\$0.00
Inspector	II (N)										0	\$31.42	\$0.00
Program Coordinator	N/A										0	\$0.00	\$0.00
GIS Analyst	N/A										0	\$0.00	\$0.00
Senior Programmer	N/A										0	\$0.00	\$0.00
Senior Surveyor	IV (N)										0	\$0.00	\$0.00
Senior Technical Administrator	N/A										0	\$30.52	\$0.00
Technical Typist	N/A	9		16							25	\$26.90	\$672.59
Party Chief (Field)	III (N)										0	\$27.39	\$0.00
Instrument Person (Field)	II (N)										0	\$23.96	\$0.00
Rod Person (Field)	I (N)										0	\$20.15	\$0.00
Totals		171	74	334	28	2	584	60	132	0	1,385		\$48,873.11













Labor Detail  
Section 6 - Detailed Design

C&S Engineers, Inc.  
Mill St (US 11) over Black River; Pearl St (NYS 283) over N Branch of Black River  
City of Watertown, Jefferson County  
PIN 7753.70 BIN 2220240 & BIN 2220260

Notes: Shading indicates that this task is NOT included in the contract.

	Sr.	Srvc.	Chf.	Sup.	Man.	Man.	Man.	Sr. Pr.	Sr. Pr.	Sr. Pr.	Pr.	Env.	Staff	Sr.	Cad.	Sr. Pr.	Pr.	GIS	Sr.	Sr.	Sr. Tch.	Adm.	Hours by	Direct Labor																										
6.03.AH																																																		
6.03.AI																																																		
6.03.AJ																																																		
6.03.AK																																																		
6.03.AL																																																		
6.03.AM																																																		
6.03.AN						2							18										18	\$597.83																										
6.03.AO																																																		
6.04																																																		
6.04.A						1							1										2	\$79.73																										
6.04.B						1							1										2	\$79.73																										
6.04.C													2										2	\$62.62																										
Totals																							80											6	2										371	125			584	\$18,732.80

Labor Detail

Section 7 - Advertisement, Bid Opening and Award

C&S Engineers, Inc.  
 Mill St (US 11) over Black River; Pearl St (NYS 283) over N Branch of Black River  
 City of Watertown, Jefferson County  
 PIN 7753.70 BIN 2220240 & BIN 2220260

Notes: Shading indicates that this task is NOT included in the contract. (TO BE INCLUDED IN SUPPLEMENTAL AGREEMENT)

WBS Task No.	Description	Sr. Vice Pres.	Sr. Pmc.	Srvc. Grp. Mgr.	Dep. Mgr.	Chief Eng.	Pmc. Egr.	Mng. Eng.	Mng. Plnr.	Mng. Geo.	Sr. Prj. Plnr.	Sr. Prj. Arch.	Sr. Prj. Eng.	Prj. Eng.	Env. Sci.	Geol.	Engr.	Staff Engr.	Sr. Dgnr.	Dgnr.	Cad Opr.	Sr. Prg. Crd.	Prg. Crd.	GIS Anlst.	Sr. Prgrm.	Sr. Surv.	Sr. Tch. Admt.	Adm. Ast.	Hours by Task	Direct Labor Costs
7	ADVERTISE, BID & AWARD																													
7.01	Advertisement																													
7.01.A	Advertisement Length & Letting Date																	2											2	\$62.62
7.01.B	Advertisement (answer bid questions)							8									8												16	\$637.86
7.02	Other Services Prior To Constr.																													
7.02.A	Plan Sales																	2												
7.02.B	Pre-Bid Meeting																													
7.02.C	Addendum																	4											4	\$125.25
7.03	Bid Opening																													
7.04	Award																													
7.04.A	Canvass of Bids							6										12											18	\$666.27
7.04.B	Award Package							6										12											18	\$666.27



Exhibit A, Page 1  
Salary Schedule

Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC  
BIN 2220240 & BIN 2220260  
Mill Street (US 11) over Black River, Pearl Street (NYS 283) over North Branch of Black  
City of Watertown, New York  
Date: September 6, 2017

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT Jul-17	PROJECTED Jul-18	2017	2018	2019	
Project Manager	VII (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Project Engineer/Architect	VI (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Design Engineer/Architect	IV (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	C
Project Licensed Surveyor	VI (A)	\$60.10	\$61.90	\$60.10	\$61.90	\$63.76	A
Licensed Surveyor	IV (N)	\$29.36	\$30.24	\$29.36	\$30.24	\$31.15	C
Senior Cad Operator	III (N)	\$23.35	\$24.05	\$23.35	\$24.05	\$24.77	C
Survey Tech	III (N)	\$24.00	\$24.72	\$24.00	\$24.72	\$25.46	C
Party Chief (Office)	III (N)	\$23.34	\$24.04	\$23.34	\$24.04	\$24.76	C
Instrument Person (Office)	II (N)	\$22.94	\$23.63	\$22.94	\$23.63	\$24.34	C
Rod Person (Office)	I (N)	\$17.51	\$18.04	\$17.51	\$18.04	\$18.58	C
Party Chief (Field)	III (N)	\$23.34	\$24.04	\$23.34	\$24.04	\$24.76	C
Instrument Person (Field)	II (N)	\$22.94	\$23.63	\$22.94	\$23.63	\$24.34	C
Rod Person (Field)	I (N)	\$17.51	\$18.04	\$17.51	\$18.04	\$18.58	C

NOTES:

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

OVERTIME POLICY:

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

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

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

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$38.49	\$38.49	\$23.34	\$15.15	\$2.05	\$17.20
Instrument Person	II (N)	\$35.32	\$35.32	\$22.94	\$12.38	\$1.67	\$14.05
Rod Person	I (N)	\$26.03	\$26.03	\$17.51	\$8.52	\$1.15	\$9.67

Supplemental Benefits (also considered direct costs)

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

		Prevailing Benefit Rate	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$23.70	\$3.61	\$20.09	\$0.00	\$2.71	\$22.80
Instrument Person	II (N)	\$23.70	\$3.45	\$20.25	\$0.00	\$2.73	\$22.98
Rod Person	I (N)	\$23.70	\$1.31	\$22.39	\$0.00	\$3.02	\$25.41

Exhibit A, Page 2  
Staffing Table

Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC  
BIN 2220240 & BIN 2220260  
Mill Street (US 11) over Black River, Pearl Street (NYS 283) over North Branch of Black River  
City of Watertown, New York  
Date: September 6, 2017

JOB TITLE	ASCE (A) OR NICET (N)	T A S K S									Total Hours	PRESENT HOURLY RATE	DIRECT TECHNICAL LABOR
	GRADE	Sect. 1	Sect. 2	Sect. 3	Sect. 4	Sect. 5	Sect. 6	Sect. 7	Sect. 8	Sect. 9			
Project Manager	VII (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Project Engineer/Architect	VI (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Design Engineer/Architect	IV (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Project Licensed Surveyor	VI (A)	4	9	0	0	0	0	0	0	0	13	\$ 60.10	\$ 781.30
Licensed Surveyor	IV (N)	0	0	0	0	0	0	0	0	0	0	\$ 29.36	\$ -
Senior Cad Operator	III (N)	0	70	0	0	0	0	0	0	0	70	\$ 23.36	\$ 1,634.50
Survey Tech	III (N)	0	30	0	0	0	0	0	0	0	30	\$ 24.00	\$ 720.00
Party Chief (Office)	III (N)	0	1	0	0	0	0	0	0	0	1	\$ 23.34	\$ 23.34
Instrument Person (Office)	II (N)	0	1	0	0	0	0	0	0	0	1	\$ 22.94	\$ 22.94
Rod Person (Office)	I (N)	0	0	0	0	0	0	0	0	0	0	\$ 17.51	\$ -
Party Chief (Field)	III (N)	0	32	0	0	0	0	0	0	0	32	\$ 23.34	\$ 746.88
Instrument Person (Field)	II (N)	0	32	0	0	0	0	0	0	0	32	\$ 22.94	\$ 734.08
Rod Person (Field)	I (N)	0	0	0	0	0	0	0	0	0	0	\$ 17.51	\$ -
<b>TOTAL</b>		<b>4</b>	<b>175</b>	<b>0</b>	<b>179</b>		<b>\$ 4,663.04</b>						

Exhibit B, Page 1  
 Estimate of Direct Non-Salary Cost

Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC  
 BIN 2220240 & BIN 2220260  
 Mill Street (US 11) over Black River, Pearl Street (NYS 283) over North Branch of BI  
 City of Watertown, New York  
 Date: September 6, 2017

**EXPENDABLE COSTS**

**1. Travel, Lodging and Subsistence**

*Survey Vehicle*

<u>Trips to</u>	<u>trips</u>	<u>miles per trip</u>					
Site (From Watertown)	5	5 miles/trip		25			
Site (Supplemental)	0	20 miles/trip		0			
				Total Mileage-Survey Vehicle	25	@	\$ 0.535 \$ 13.38

*Survey Van*

<u>Trips to</u>	<u>trips</u>	<u>miles per trip</u>					
County Clerk	0	30 miles/trip		0			
Site	0	30 miles/trip		0			
				Total Mileage-Survey Van	0	@	\$ 0.535 \$ -

Per Diem - (First and Last Day)	0 days @	\$ 38.25 /day		\$ -
Per Diem - (Full Day)	0 days @	\$ 51.00 /day		\$ -
Lodging -	0 nights @	\$ 91.00 /night		\$ -
Tolls -	0 trips @	\$ - /trip		\$ -
Boat Rental -	0 days @	\$ 100.00 /day		\$ -

**TOTAL TRAVEL, LODGING, & SUBSISTENCE** \$ 13.38

**2. Survey Personnel Costs**

Prevailing Wage Differential

		<u>Hours</u>	<u>@</u>	<u>Rate</u>		
Party Chief	III (N)	32		\$ 17.20	\$ 550.40	
Instrument Person	II (N)	32		\$ 14.05	\$ 449.60	
Rod Person	I (N)	0		\$ 9.67	\$ -	
					SUBTOTAL Wage Differential	\$ 1,000.00

Supplemental Benefits

		<u>Hours</u>	<u>@</u>	<u>Rate</u>		
Party Chief	III (N)	32		\$ 22.80	\$ 729.60	
Instrument Person	II (N)	32		\$ 22.98	\$ 735.36	
Rod Person	I (N)	0		\$ 25.41	\$ -	
					SUBTOTAL Supplemental Benefits	\$ 1,464.96

**TOTAL SURVEY PERSONNEL COSTS** \$ 2,464.96

**3. Reproduction, Drawings & Report**

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

**4. Project Photos (Prints from Digital)**

prints @ \$0.50 per print \$ -

**5. Mailings**

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

**6. Analytical Laboratory & Special Environmental Costs**

**7. County Clerk Deeds and Map Copies**

\$ 25.00  
 \$ 25.00

**TOTAL DIRECT NON - SALARY COST, Items 1-7 - Carry to Exhibit C** \$ 2,503.34

Exhibit C  
Summary

**Aubertine & Currier, PLLC**  
BIN 2220240 & BIN  
2220260

Mill Street (US 11) over Black River, Pearl Street (NYS 283) over  
City of Watertown, New  
York

Date: September 6, 2017

Item IA, Direct Technical Salaries (estimated) subject to audit	\$4,663.04
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0.00
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$2,503.34
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0.00
Item III, Overhead (133%) NYSDOT Approved OH Rate	\$6,201.84
Item IV, Profit 10%	\$1,336.82
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	<u>\$0.00</u>
Total Estimate Cost	<u><u>\$14,705.04</u></u>

**STAFF HOUR ESTIMATE - Project Summary**  
**BIN 2220240 & BIN 2220260 Mill Street (US 11) over Black River, Pearl Street (NYS 283) over North Branch of Black River**

Date: #####

	PROJ. MNGR.	PROJ. ENGR./ ARCH.	DES. ENGR./ ARCH.	PROJ. LIC SRV.	LIC SRV.	SR. CADD OPER.	SURY. TECH.	PARTY CHIEF OFFICE	INST./ PERSON OFFICE	ROD PERSON OFFICE	PARTY CHIEF FIELD	INST./ PERSON FIELD	ROD PERSON FIELD	TASK SUB- TOTAL
<b>SECTION 1 - GENERAL SCOPING</b>	0	0	0	4	0	0	0	0	0	0	0	0	0	4
<b>SECTION 2 - DATA COLLECTION &amp; ANALYSIS</b>	0	0	0	9	0	70	30	1	1	0	32	32	0	175
<b>SECTION 3 - PRELIMINARY DESIGN</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>SECTION 4 - ENVIRONMENTAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>SECTION 5 - RIGHT-OF-WAY</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>SECTION 6 - DETAILED DESIGN</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>SECTION 7 - ADVERTISEMENT, BID OPENING &amp; AWARD</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>SECTION 8 - CONSTRUCTION SUPPORT</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>SECTION 9 - CONSTRUCTION INSPECTION</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTALS</b>	0	0	0	13	0	70	30	1	1	0	32	32	0	179

LOCALLY ADMINISTERED PROJECTS TASK LIST  
 STAFF HOUR ESTIMATE - SECTION 1, GENERAL

BIN 2220240 & BIN 2220260 Mill Street (US 11) over Black River, Pearl Street (NYS 283) over North Branch of Black River

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR./ ARCH.	DES. ENGR./ ARCH.	PROJ. LIC SURV.	LIC SURV.	SR. CADD OPER.	SURV. TECH.	PARTY CHIEF OFFICE	INST./ PERSON OFFICE	ROD PERSON OFFICE	PARTY CHIEF FIELD	INST./ PERSON FIELD	ROD PERSON FIELD	TASK SUB-TOTAL
<b>1.00</b>	<b>GENERAL - PROJECT DEVELOPMENT</b>														
<b>1.05</b>	<b>PROJECT FAMILIARIZATION</b>														
	Collect and review all historical project information														0
	Interview key individuals for project information														0
	Project team kick-off meeting				1										1
	SITE VISIT - Field trip - project photos				1										1
<b>1.06</b>	<b>MEETINGS</b>														
	Prepare for Status Meetings (Assume 12)														0
	Attend Status Meetings (12 @ 2 hrs. ea.)														0
	Prepare Meeting Minutes (12 @ 1.0 hrs. ea.)														0
	Meet with NYSDOT (Assume concurrent with Status Meetings)														0
	Meet with Outside Agencies														0
<b>1.07</b>	<b>COST AND PROGRESS REPORTING</b>														
	Progress and Cost Control Reports				2										2
<b>1.10</b>	<b>SUBCONSULTANTS</b>														
	Coordination of Subconsultant Work														0
	Review of Subconsultant Work - QA/QC														0
<b>1.11</b>	<b>SUBCONTRACTORS</b>														
A	Preparation of Contract Documents (Work over \$20,000)														0
	Solicit Sealed Bids for Subcontract Work														0
	Oversee Subcontract Work														0
B	Preparation of Contract Documents (Work under \$20,000)														0
	Solicit prices for Subcontract Work														0
	Oversee Subcontract Work														0
	<b>PART I - SCOPING</b>	0	0	0	4	0	0	0	0	0	0	0	0	0	4

**LOCALLY ADMINISTERED PROJECTS TASK LIST**  
**STAFF HOUR ESTIMATE - SECTION 2, DATA COLLECTION AND ANALYSIS**  
**BIN 2220240 & BIN 2220260 Mill Street (US 11) over Black River, Pearl Street (NYS 283) over North Branch of Black River**

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR./ ARCH.	DES. ENGR./ ARCH.	PROJ. LIC SURV	LIC SURV.	SR. CADD OPER.	SURV. TECH.	PARTY CHIEF OFFICE	INST./ PERSON OFFICE	ROD PERSON OFFICE	PARTY CHIEF FIELD	INST./ PERSON FIELD	ROD PERSON FIELD	TASK SUB-TOTAL
<b>2.00</b>	<b>DATA COLLECTION &amp; ANALYSIS</b>														
<b>2.01</b>	<b>DESIGN SURVEY - AUBERTINE &amp; CURRIER</b>														
	A. Ground Survey (Control and Planimetrics)														0
	Supervision and Coordination				2			1	1	1					5
	Travel														0
	Horizontal and Vertical Control - Static, Level Run, Tie Sheets, Traverse, BMs							2				16	16		34
	ROW Survey				1			2				16	16		35
	B. Photogrammetric Survey (NOT INCLUDED)														0
	C. Stream X-Section Hydraulic Survey														0
	D. Existing Bridge Data							6							6
	E. Survey of Wetland Boundaries														0
	F. Supplemental Survey														0
<b>2.02</b>	<b>DESIGN MAPPING - AUBERTINE &amp; CURRIER</b>														
	A. Import Data Collection Data														0
	Import and Review Data and Preliminary Line Work														0
	Process GPS Data and Control Data														0
	Review Survey Data QA/QC														0
	1"=20' mapping with 1 ft contours				2		24	2							28
	Utility Mapping						8								8
	Road Sign Survey Mapping (NOT INCLUDED)														0
	ROW Mapping				1			12							13
	ROW Determination				2			4							6
	Control Tie Sheets						6								6
	C. Stream X-Section Mapping and Data Preparation														0
	D. Existing Bridge Data				1		32	1							34
	E. Wetland Boundaries														0
	F. Supplemental mapping														0
<b>PART 1 - PRELIMINARY HIGHWAY DESIGN</b>		0	0	0	9	0	70	30	1	1	0	32	32	0	175

**Mill and Pearl Street Bridges over Black River**  
**City of Watertown, Jefferson County**  
**PIN 7753.70**

**Exhibit B, Page 6**  
**Salary Schedule**

**Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.**

JOB TITLE	ASCE (A) NICET(N) Grade	Average Hourly Rates		Maximum Hourly Rates			Overtime Category
		Present 04/2017	Projected 10/2017	Present 2017	Projected 2018	Projected 2019	
Principal-in-Charge (Environmental)	N/A	\$51.22	\$51.22	\$57.20	\$58.92	\$60.68	A
Project Manager	N/A	\$34.20	\$34.20	\$36.42	\$37.51	\$38.64	A
Environmental Specialist	N/A	\$22.40	\$22.40	\$25.00	\$25.75	\$26.52	A
Senior Cultural Resources Specialist	N/A	\$27.15	\$27.15	\$27.81	\$28.64	\$29.50	A
Staff Cultural Resources Specialist	N/A	\$21.87	\$21.87	\$23.98	\$24.70	\$25.44	A
GIS Specialist	N/A	\$24.00	\$24.00	\$24.00	\$24.72	\$25.46	A

**NOTES:**

It shall be the ENGINEER'S responsibility to pay prevailing wage rates and supplements as required by the NYS Department of Labor, for services requiring such rates and supplements.\*\*

**OVERTIME POLICY**

Category A - No overtime compensation.

Category B - overtime compensated at straight time rate.

Category C - overtime compensated at straight time rate x 1.50

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

**Mill and Pearl Street Bridges over Black River**

**City of Watertown, Jefferson County**

**PIN 7753.70**

**Exhibit B, Page 7**

**Staffing Table**

**Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.**

Job Title	ASCE (A) NICET (N) Grade	Tasks							Total Hours	Projected Hourly Rate	Direct Technical Labor
		1.05 Project Familiarization	1.07 Cost & Progress Reporting	3.04/3.07 Text for IPP/FDR	4.01 NEPA Classification	4.02 SEQRA Classification	4.03 Smart Growth	4.04 Screenings & Preliminary Investigations			
Principal-in-Charge (Environmental) Project Manager	N/A	2	2	1	1	1	1	2	10	\$51.22	\$512.20
Environmental Specialist	N/A	4	8	4	4	2	2	4	28	\$34.20	\$957.60
Senior Cultural Resources Specialist	N/A			8	6	6	8	24	52	\$22.40	\$1,164.80
Staff Cultural Resources Specialist	N/A				4		4	10	18	\$27.15	\$488.70
GIS Specialist	N/A	4						10	10	\$21.87	\$218.70
	0							16	20	\$24.00	\$480.00
	0								0	\$0.00	\$0.00
<b>Totals</b>		<b>10</b>	<b>10</b>	<b>13</b>	<b>15</b>	<b>9</b>	<b>15</b>	<b>66</b>	<b>138</b>		<b>\$3,822.00</b>

**Mill and Pearl Street Bridges over Black River**  
**City of Watertown, Jefferson County**  
**PIN 7753.70**

**Exhibit B, Page 8**  
**Direct Non-Salary Costs**

**Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.**

**1. Lodging, Sustenance & Travel**

Lodging		Nights @	\$100	Per Night for	Persons	\$0
Meal Allowance		Lunches @	\$56	Per Day for	Persons	\$0
Mileage	Task 4.05 Visit Site	2				
		Trips @	150 Miles per trip		300	\$0.535
		Trips @	5 Miles per trip		0	\$0.535
		Trips @	5 Miles per trip		0	\$0.535
		Trips @	5 Miles per trip		0	\$0.535
		Trips @	5 Miles per trip		0	\$0.535
		Trips @	5 Miles per trip		0	\$0.535
					<u>300</u> Miles	\$0.535 =
						<u>\$160.50</u>
					Subtotal	\$160.50

**2. In House Reproduction**

	Size	Sheets	Each	
				\$ -
				\$ -
				<u>\$0</u>

**Total Direct Non Salary Costs: \$160.50**

**Mill and Pearl Street Bridges over Black River**  
**City of Watertown, Jefferson County**  
**PIN 7753.70**

**Exhibit B, Page 9**  
**Summary**

**Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.**

Item IA, Direct Technical Salaries (estimated) subject to audit	\$3,822
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II Direct Non-Salary Cost (estimated) subject to audit	\$161
Item III, Overhead (estimated) subject to audit (126%)	\$4,816
Item IV, Fixed Fee 11.0%	\$950
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	<hr/> \$9,748 <hr/>
<b>Maximum Amount Payable (MAP)</b>	<b>\$10,000</b>

Check  Schedule for initial contract award  
 One:  Schedule for amending utilization

Contract No.: D035557  
 County: Jefferson (Watertown)

**Disadvantaged/Minority/Women's Business Enterprise  
 Schedule of Utilization**

Name: C&S Engineers, Inc. (Design & Construction Inspection)  
 PIN 7753.70 Mill St and Pearl St Bridges over Black River Bridge Rehabilitation

Address: 499 Col. Eileen Collins Blvd.  
 Syracuse, NY 13212

**M/W/DBE Utilization (Based on Direct Technical Labor - DTL)**

Contractor Name	M/W/DBE	Fed. Emp. ID No.	Type of Work	Direct Technical Labor	M/WBE		DBE %		M/WBE		DBE %		Comments
					Dollar Value	M/WBE %	Dollar Value	Value Commit.	Dollar Value	M/WBE %	Dollar Value	Value Final	
Aubertine and Currier edr, PC	DBE		Survey & Mapping	\$4,663.00			\$4,663.00	3.97%					
C&S Engineers, Inc.	DBE		Environmental	\$3,822.00			\$3,822.00	3.26%					
C&S Engineers, Inc.	NA		Design	\$48,873.00				0.00%					
C&S Engineers, Inc.	NA		Constr. Inspection	\$40,000.00				0.00%					Estimated
Prudent Engr. or Lu Engrs.	DBE		Constr. Inspection	\$20,000.00			\$20,000.00	17.04%					Estimated
Total Commitments for All Programs:				\$117,358.00	\$0.00	0.00%	\$28,485.00	24.27%	\$0.00	0.00%	\$0.00	0.00%	
Total Goals for All Programs:													
Difference:					\$0.00	0.00%	-\$28,485.00	-24.27%	\$0.00	0.00%	\$0.00	0.00%	



**Department of  
Transportation**

Region 7 Office of Planning & Program Management

<b>PIN:</b>	<b>775370</b>
<b>Project Title:</b>	<b>Mill St &amp; Rte. 283 over Black River</b>

**List of Dates Consultant to be Contractually Obligated to Provide on a Monthly Basis**

<b>Activity Name</b>	<b>Expected Finish Date</b>	<b>Updated Finish Dates</b>
<b>Pre-scoping</b>		
Scope of Services Submitted	7/13/17	
Scoping Kickoff Meeting Held	10/23/17	
Design/Construction PMP Submitted	10/24/17	
<b>Preliminary Design</b>		
Begin Developing Design Alternatives/Preliminary Plans and Draft DAD	10/24/17	
Final Submittal of Section 106 Documentation	12/19/17	
Final Submittal of Section 4F / 6F Documentation	12/19/17	
Endangered Species Act Submission	12/19/17	
NEPA Determination Concurrence Request Submitted	12/19/17	
SEQR Determination To Sponsor	12/19/17	
Draft DAD Submitted	2/7/16	
Public Hearing/Informational Meeting Held	2/7/16	
Draft DAD Comments Resolved	3/28/17	
Final DAD Submitted (Design Approval Date)	4/12/18	
<b>Final Design</b>		
ADP Submitted	5/25/18	
PS&E/Contract Bid Documents Submitted	8/24/18	
CMP Submitted	8/24/18	
Advertisement Date	10/10/18	
Letting Held	11/7/18	
<b>ROW Acquisition</b>		
ROW Clearance Certification Submitted	9/21/18	
<b>Construction</b>		
Award Package & Recommendation Submitted	12/12/18	
Contract Awarded	12/27/18	

RESOLUTION

Page 1 of 2

Authorizing Bridge NY Local Project Agreement, Contract No. #035557, Mill Street/Black River (BIN 2220240) and Route 283/North Branch Black River (BIN 2220260), PIN 775370, Preliminary Engineering Design

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

YEA	NAY
X	
X	
X	
X	
X	
5	0

Total .....

*Introduced by*

Council Member Stephen A. Jennings

WHEREAS a project BIN 2220240 Mill Street/Black River and BIN 2220260 NYS Route 283/North Branch Black River, PIN 775370 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of the Preliminary Engineering Phase in the amount of \$122,000,

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

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby authorizes the City Comptroller to pay in the first instance 100% of the federal and non-federal share of the costs of the preliminary engineering design for the Project or portions thereof, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby agrees that the City of Watertown shall be responsible for all costs of the project which exceed the amount of the NY Bridge Funding awarded to the City of Watertown, and

BE IT FURTHER RESOLVED that the sum of \$122,000 is hereby appropriated from the City of Watertown Capital Budget and made available to cover the cost of participation in the above phase of the Project, and

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

RESOLUTION

Page 2 of 2

Authorizing Bridge NY Local Project Agreement, Contract No. #035557, Mill Street/Black River (BIN 2220240) and Route 283/North Branch Black River (BIN 2220260), PIN 775370, Preliminary Engineering Design

- 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

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby agrees that construction of the project shall begin no later than eighteen (18) months after award and that the project shall be completed within three years of commencing construction, and

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

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

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

Seconded by Council Member Teresa R. Macaluso

Res No. 6

September 26, 2017

To: The Honorable Mayor and City Council  
From: Vicky L. Murphy, Water Superintendent  
Subject: Jefferson County Stormwater Coalition

A Resolution has been prepared for Council consideration which authorizes the City Manager to sign the attached Intermunicipal Agreement (IMA). The IMA, by and among owners and operators of small Municipal Separate Storm Sewer Systems (MS4's), referred to as "Coalition Members," hereby extends the Jefferson County Stormwater Coalition through December 21, 2022.

The owners and operators of small MS4's, including the City of Watertown, recognize that because watersheds and separate storm sewer systems cross municipal boundaries, there are opportunities to save time, money, and energy by working collaboratively. The coalition members work together to meet the requirements of the USEPA Phase II Stormwater regulations and achieve improved water quality and flood control.

An annual membership fee of one thousand five hundred dollars (\$1500) will be invoiced no later than January 30 of each calendar year.

As Water Superintendent, I support this Municipal agreement which works to comply with the requirements of the USEPA regulations.

**RESOLUTION**

Page 1 of 1

Authorizing Intermunicipal Agreement,  
Jefferson County Stormwater Coalition

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 on October 20, 2014, City Council authorized an Intermunicipal Agreement and joining the Jefferson County Stormwater Coalition, and

WHEREAS the group members recognize the benefits of cooperation to achieve improved quality and a greater cost effective approach for accomplishing same, and

WHEREAS the City Council of the City of Watertown wishes to confirm the decision to continue working with the Coalition by formal Resolution,

NOW THEREFORE BE IT RESOLVED that the City of Watertown hereby confirms continued membership in the Jefferson County Stormwater Coalition, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby authorizes and directs City Manager Sharon Addison to sign the Intermunicipal Agreement, a copy of which is attached and made part of this resolution.

***Seconded by***

**INTERMUNICIPAL AGREEMENT  
JEFFERSON COUNTY STORMWATER COALITION**

This INTERMUNICIPAL AGREEMENT, by and among owners and operators of small Municipal Separate Storm Sewer Systems (“MS4s”), as follows: Town of LeRay, Town of Rutland, Town of Watertown, Village of Black River, Village of Brownville, Village of Carthage, Village of West Carthage, City of Watertown, and Jefferson County, hereinafter referred to as “Coalition Members,” hereby continues the Jefferson County Stormwater Coalition, which began on December 31, 2013.

WHEREAS, the U.S. Environmental Protection Agency’s Phase II stormwater regulations (40 C.F.R. Sections 9, 122, 123, and 124) require owners and operators of small MS4s in New York State to obtain permit coverage under the New York State Department of Environmental Conservation’s SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002); and

WHEREAS, the U.S. EPA Phase II Stormwater regulations require owners and operators of small MS4s who obtain general permit coverage to develop and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable in order to protect water quality and to satisfy the appropriate water quality requirements of New York State’s Environmental Conservation Law and the Clean Water Act; and

WHEREAS, the U.S. EPA Phase II Stormwater regulations, as administered by the New York State Department of Environmental Conservation, encourages owners and operators of small MS4s to cooperate when implementing their Stormwater Management Programs; and

WHEREAS, the owners and operators of small MS4s recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to save time, money, and energy by working collaboratively, the Coalition members should work together to meet the requirements of the U.S. EPA Phase II Stormwater regulations; and

WHEREAS, the Coalition members recognize the benefits of cooperation to achieve improved water quality and flood control, and;

WHEREAS, the Coalition members have met on a monthly basis beginning in September of 2013 to collaborate on a shared Stormwater Management Program and pool resources to meet the requirements of the U.S. EPA Phase II Stormwater regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. **TERM.** The term of this agreement shall be for **five** years and shall commence on January 1, 2018 and terminate on December 31, 2022, unless extended or renewed.
2. **PURPOSE.** To authorize the work of the Jefferson County Stormwater Coalition whose purpose it is to work collectively to:

A. Facilitate the use of existing or future resources, organizations, and programs for the provision of services necessary to comply with the requirements of the U.S. EPA Phase II Stormwater regulations

and the permit conditions of GP-0-10-002 issued by the New York State Department of Environmental Conservation for all of the Coalition members; and,

B. Protect and/or improve the water quality of local surface water bodies (i.e., streams, rivers, lakes) in accordance with State, County, and local water quality regulations, planning documents and policies; and,

C. Research and implement appropriate funding mechanisms to meet the financial needs of compliance with the Phase II Stormwater regulations and GP-0-10-002; and,

D. Cooperatively prepare a template for submission of the Annual Report to the New York State Department of Environmental Conservation on behalf of all Coalition members according to GP-0-10-002.

### **3. MEMBERSHIP.**

A. The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition.

B. Each member of the Coalition shall have one (1) vote at all meetings.

C. In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of the voting membership shall be required.

For actions requiring a supermajority:

2. A supermajority of 75% of the coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, including amendments to the annual membership fee.
3. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

D. The Coalition shall elect a Chairman, Vice Chairman, and Secretary and such other officers as it shall deem appropriate, and for such terms as it shall establish, and shall assign to such officers such responsibility and authority, consistent with this Agreement, as it shall deem appropriate. No member of the Coalition shall receive compensation for services as a member or officer of the Coalition, but members may be reimbursed for expenses previously authorized by the Coalition.

E. The Coalition shall appoint a Treasurer. The Coalition shall assign this position to a qualified employee or elected official from the municipality authorized to hold and manage "The Jefferson County Stormwater Coalition" account (See Section 4 Part C). If this individual is not identified as a permanent representative, he/she will be made an ex officio member of the Coalition.

F. The Coalition shall adopt by-laws relating to the conduct of its proceedings and such other administrative matters as it may deem appropriate.

G. The Coalition may admit additional members upon execution of this Agreement to undertake all rights and responsibilities included in this Agreement, and further conditioned upon payment of \$3,500 and the full annual membership fee for that calendar year.

H. This Intermunicipal Agreement and By-Laws shall be reviewed annually by Coalition Members at the annual meeting of the Coalition.

#### **4. FINANCIAL OBLIGATION.**

A. Each Coalition Member shall pay an annual membership fee. Membership fees shall be used to fund activities required to fulfill the purposes of the Stormwater Coalition and shall serve as local match funds for federal and state grants awarded to the Coalition. The fee schedule is attached as Appendix A. Future fee schedules shall be established by the Coalition pursuant to Section 3.C.2 above.

B. The Coalition Treasurer shall submit invoices for the annual fee to the designated representative of each Coalition Member no later than January 30 of each calendar year. If, after receipt of such invoice, any Coalition Member shall fail to pay such fee within 60 days (or, for fiscal years that begin later than January 1, within 60 days of the beginning of its next fiscal year), it shall thereupon cease to be a Coalition member.

C. The Coalition shall designate and authorize a qualified municipality to hold and manage a separate Account on behalf of the Coalition, where the annual fees shall be deposited. This account shall be identified as the "Jefferson County Stormwater Coalition." Such designation shall be reviewed and re-authorized on an annual basis at the Annual Meeting of the Coalition. The authorized municipality may seek reimbursement for administrative expenses to oversee the account.

D. The Coalition shall not incur any financial obligations in excess of the funds on deposit in the Coalition's account.

E. The Coalition may not be dissolved until all accounts payable/receivable, grants or applications, works in progress, existing claims or liabilities by or against the Coalition be fully closed, completed, and/or settled and that upon such dissolution any existing Coalition funds shall be held in escrow for one year pending final settlement of any known existing Coalition obligations, accounts, or debts by the Treasurer who shall be authorized to pay and settle all such obligations, accounts, or debts. To the extent that any Coalition funds are then remaining, the Treasurer shall distribute such funds equally (or on a pro-rata basis depending on whether annual membership fees are equal or not) to the Coalition Members having representatives on the Coalition at the time of dissolution.

F. Any Coalition Member may withdraw from this Agreement upon 60 days written notice to the Chairman of the Coalition. A Coalition Member which elects to withdraw shall be liable for its full annual contribution as provided in Section 4 of this Agreement of the calendar year in which withdrawal occurs.

## **5. TERMS AND CONDITIONS.**

A. Staff from the Jefferson County Soil & Water Conservation District (JCSWCD)) may act as contractors for providing administrative services to the Jefferson County Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and development of annual report templates and other guidance information to assist the individual MS4s in satisfying the requirements of GP-0-10-002. Additional services provided by ECDEP may include, but are not limited to, public education and outreach, public involvement initiatives, assistance with illicit discharge detection and elimination, assistance with construction site compliance oversight, and assistance with employee training. If JCSWCD will act as a consultant to the Coalition, it must submit a proposed annual budget and work plan, including administrative services, to the Coalition on an annual basis for approval, beginning in January 2014. JCSWCD staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to JCSWCD for any services outside of the workplan approved by the Coalition.

B. This Agreement may be modified or amended only in writing duly executed by all Coalition Members, which shall be attached to and become a part of this Agreement.

C. Each Coalition Member shall be solely responsible and liable for its own activities under this Agreement, for obtaining its permit coverage under the SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

## **6. MISCELLANEOUS.**

A. This Agreement constitutes the entire Agreement among and between the Coalition members and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

B. If any provision, paragraph, sentence, or clause of this agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, or clause had not been contained herein.

C. Each Coalition Member represents and warrants to the Coalition, and to the other Coalition Members, that it has been fully authorized to execute and to perform this Agreement, and that its execution and performance of this Agreement will not violate any legal duty or restriction.

**7. EXECUTION.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

TOWN OF LERAY

By: \_\_\_\_\_  
Its:  
Hereunto Duly Authorized

TOWN OF RUTLAND

By: \_\_\_\_\_  
Its:  
Hereunto Duly Authorized

TOWN OF WATERTOWN

By: \_\_\_\_\_  
Its:  
Hereunto Duly Authorized

VILLAGE OF BLACK RIVER

By: \_\_\_\_\_  
Its:  
Hereunto Duly Authorized

VILLAGE OF BROWNVILLE

By: \_\_\_\_\_  
Its:  
Hereunto Duly Authorized

VILLAGE OF CARTHAGE

By: \_\_\_\_\_  
Its:  
Hereunto Duly Authorized

VILLAGE OF WEST CARTHAGE

By: \_\_\_\_\_  
Its:  
Hereunto Duly Authorized

CITY OF WATERTOWN

By: \_\_\_\_\_  
Its:  
Hereunto Duly Authorized

JEFFERSON COUNTY

By: \_\_\_\_\_  
Its:  
Hereunto Duly Authorized

**APPENDIX A  
TO  
INTERMUNICIPAL AGREEMENT  
JEFFERSON COUNTY STORMWATER COALITION**

The Fee Schedule commencing January 1 and ending on December 31, 2018 shall be \$1,500 per  
Coalition Member.

Ord No. 1

September 22, 2017

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Bond Ordinance – Pearl Street Bridge Reconstruction

Included in the Fiscal Year 2017-18 Capital Budget was a project to reconstruct the north span of the Pearl Street Bridge at an estimated cost of \$500,000. Earlier tonight, City Council was presented a resolution to enter into an agreement with C&S Engineers to design the project. If the resolution was approved, City Council needs to consider the Bond Ordinance to finance the project.

ORDINANCE

Page 1 of 6

An Ordinance Authorizing the Issuance of \$500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Pearl Street Bridge, in and for Said City

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

Table with 2 columns: YEA, NAY. Rows correspond to council members and a total row.

Introduced by

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on October 2, 2017, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

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

BOND ORDINANCE DATED OCTOBER 2, 2017.

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

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

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

# ORDINANCE

Page 2 of 6

An Ordinance Authorizing the Issuance of \$500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Pearl Street Bridge, in and for Said City

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

YEA	NAY

Section 1. For the specific object or purpose of paying the cost of the partial reconstruction of the Pearl Street Bridge, in and for the City of Watertown, Jefferson County, New York, including demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, there are hereby authorized to be issued \$500,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$500,000 and that the plan for the financing thereof is by the issuance of the \$500,000 bonds of said City authorized to be issued pursuant to this bond ordinance, provided however, that the amount of bonds to be issued shall be reduced by the amount of any grant funds received therefor.

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

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

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

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

# ORDINANCE

Page 3 of 6

An Ordinance Authorizing the Issuance of \$500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Pearl Street Bridge, in and for Said City

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

YEA	NAY

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

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

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

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

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of

ORDINANCE

Page 4 of 6

An Ordinance Authorizing the Issuance of \$500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Pearl Street Bridge, in and for Said City

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

YEA	NAY

said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of its City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

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

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

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

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

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



ORDINANCE

Page 6 of 6

An Ordinance Authorizing the Issuance of \$500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Pearl Street Bridge, in and for Said City

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

YEA	NAY

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

Newspaper and/or other news media Date given

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

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

Designated Location(s) of Posted Notices Date of Posting

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

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

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

Ord No. 2

September 22, 2017

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Bond Ordinance – Mill Street Bridge Reconstruction

Included in the Fiscal Year 2017-18 Capital Budget was a project to reconstruct the north span of the Mill Street Bridge at an estimated cost of \$1,300,000. Earlier tonight, City Council was presented a resolution to enter into an agreement with C&S Engineers to design the project. If the resolution was approved, City Council needs to consider the bond ordinance to finance the project.

ORDINANCE

Page 1 of 6

An Ordinance Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City

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

YEA	NAY

**Introduced by**

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on October 2, 2017, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

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

BOND ORDINANCE DATED OCTOBER 2, 2017.

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

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

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

**ORDINANCE**

Page 2 of 6

An Ordinance Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City

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

YEA	NAY

Section 1. For the specific object or purpose of paying the cost of the partial reconstruction of the Mill Street Bridge, in and for the City of Watertown, Jefferson County, New York, including demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, there are hereby authorized to be issued \$1,300,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$1,300,000 and that the plan for the financing thereof is by the issuance of the \$1,300,000 bonds of said City authorized to be issued pursuant to this bond ordinance, provided however, that the amount of bonds to be issued shall be reduced by the amount of any grant funds received therefor.

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

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

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

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

# ORDINANCE

Page 3 of 6

An Ordinance Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City

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

YEA	NAY

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

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

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

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

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds,

# ORDINANCE

Page 4 of 6

An Ordinance Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City

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

YEA	NAY

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

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

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

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

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

ORDINANCE

Page 5 of 6

An Ordinance Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City

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

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

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

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

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

The ordinance was thereupon declared duly adopted.

\* \* \*

APPROVED BY THE MAYOR

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

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

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

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on October 2, 2017, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

# ORDINANCE

Page 6 of 6

An Ordinance Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City

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

YEA	NAY

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

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

Newspaper and/or other news media Date given

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

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

Designated Location(s) of Posted Notices Date of Posting

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

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

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

Tabled

September 27, 2017

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Concession Food and Supplies,  
Parks and Recreation

City Council reviewed the attached Resolution at the September 18, 2017 meeting and Tabled it at that time. As detailed in the attached report of Purchasing Manager Amy M. Pastuf, an analysis has been completed to determine the low bidder.

RESOLUTION

Page 1 of 1

Accepting Bid for Concession Food and Supplies

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

YEA	NAY

Total .....

*Introduced by*

Council Member Stephen A. Jennings

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Concession Food and Supplies for the Arena, and

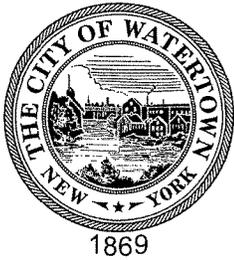
WHEREAS invitations to bid were also issued to four (4) prospective bidders with four (4) bids received and publicly opened and read in the City Purchasing Department on Monday, September 11, 2017, at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy Pastuf reviewed the bids received with the Parks and Recreation Department, and it is their recommendation that the City Council accept the bid from Reinhart Foodservice as the lowest responsive bidder,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid submitted by Reinhart Foodservice as being the lowest responsive bidder meeting City specifications for the Concession and Food Supplies for the Arena, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign all contracts associated with implementing the award to Reinhart Foodservice.

*Seconded by* Council Member Teresa R. Macaluso



# CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf  
Purchasing Manager

---

## MEMORANDUM

---

**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2017- 14 – Analysis - Parks and Recreation Concession Food and Supplies  
**DATE:** 9/22/2017

---

At the request of the City Council, the Purchasing and Parks and Recreation Department have completed an analysis to determine the low bidder for the Concession Food and Supplies. This analysis uses data retrieved from RecTrac relating to the number of individual food items sold and the revenue generated.

Parks and Recreation created a report (see attachment) that shows both the number of units sold for each food item and the subsequent revenue generated by these items. This report shows all items, including beverages, so only items that were part of this bid were used for comparison. It was verified by means of this report that the items that generated the highest sales numbers also generated the highest revenue.

Parks and Recreation also provided information concerning the number of servings per unit.

While preparing this analysis, it was also decided to bring in components of food items, such as hamburger buns, that would have a major contribution to the end cost of the item. Condiments were not considered for this analysis.

The analysis is attached. The bid pricing difference for high volume items between the two vendors, Reinhart Foodservice and Renzi Foodservice, is roughly fifty dollars apart. When this pricing is used to determine the total cost of the Concession Stand high volume items over the last year, the difference becomes thousands of dollars.

If there are any questions concerning this information, please contact me at your convenience.



POS SALES HISTORY REPORT

Date Range: 07/01/2016 - 06/30/2017

T/C	T/C Description	Src	Item/Ticket	Item/Ticket Desc	Count	Sale Amt	Sales Tax
100000	Concession Sales	Inv	100000	Hot Dog	1,568.00	5,755.05	466.63
100000	Concession Sales	Inv	100001	Chili	19.00	87.97	7.03
100000	Concession Sales	Inv	100003	Sausage	90.00	483.72	38.28
100000	Concession Sales	Inv	100005	Nachos with Cheese	2,106.00	9,748.46	779.03
100000	Concession Sales	Inv	100006	Buffalo Chicken Tend	186.00	1,031.38	81.62
100000	Concession Sales	Inv	100007	Chili Cheese Dog	11.00	61.16	4.84
100000	Concession Sales	Inv	100010	Add Cheese	2,253.00	2,094.82	157.68
100000	Concession Sales	Inv	100011	Poutine	755.00	3,495.65	279.35
100000	Concession Sales	Inv	100012	Breakfast Sandwich	101.00	373.70	30.30
100000	Concession Sales	Inv	100111	Hamburger	627.00	2,857.06	228.29
100000	Concession Sales	Inv	100112	French Fries	2,842.00	7,888.25	624.25
100000	Concession Sales	Inv	100113	Mozzarella Sticks	612.00	2,828.92	226.06
100000	Concession Sales	Inv	100114	Chicken Tenders	530.00	2,442.30	195.15
100000	Concession Sales	Inv	100222	Muffins	42.00	77.70	6.30
100000	Concession Sales	Inv	200000	Pepsi	17.00	47.26	3.74
100000	Concession Sales	Inv	200001	Diet Pepsi	34.00	94.52	7.48
100000	Concession Sales	Inv	200002	Mountain Dew	67.00	186.26	14.74
100000	Concession Sales	Inv	200004	Red Gatorade	33.00	91.74	7.26
100000	Concession Sales	Inv	200005	Gatorade	170.00	472.60	37.40
100000	Concession Sales	Inv	200006	Coke	3,629.00	10,088.62	798.38
100000	Concession Sales	Inv	200007	Diet Coke	1,100.00	3,058.00	242.00
100000	Concession Sales	Inv	200008	Sprite	2,372.00	6,594.16	521.84
100000	Concession Sales	Inv	200009	Bottled Water	4,126.00	11,470.28	907.72
100000	Concession Sales	Inv	200010	Blue Gatorade	31.00	86.18	6.82
100000	Concession Sales	Inv	200011	Powerade	1,910.00	5,309.80	420.20
100000	Concession Sales	Inv	200013	Orange Juice	283.00	786.74	62.26
100000	Concession Sales	Inv	200110	Monster Energy	772.00	2,856.40	231.60
100000	Concession Sales	Inv	300000	Cappuccino	329.00	914.62	72.38
100000	Concession Sales	Inv	300001	Coffee	1,494.00	2,763.90	224.10
100000	Concession Sales	Inv	300002	Hot Chocolate	1,562.00	2,889.70	234.30
100000	Concession Sales	Inv	300010	Tea	106.00	196.10	15.90
100000	Concession Sales	Inv	400001	Milky Way	233.00	431.05	34.95
100000	Concession Sales	Inv	400003	Skittles	1,055.00	1,951.75	158.25
100000	Concession Sales	Inv	400004	Hershey Bar	452.00	836.20	67.80
100000	Concession Sales	Inv	400005	Kit-kat	528.00	976.80	79.20
100000	Concession Sales	Inv	400006	Snickers	439.00	812.15	65.85
100000	Concession Sales	Inv	400020	Slushy	2,386.00	6,633.08	524.92
100000	Concession Sales	Inv	400033	Reeses Pieces	166.00	307.10	24.90
100000	Concession Sales	Inv	400100	Popcorn	3,691.00	6,828.35	553.65
100000	Concession Sales	Inv	400101	Slim Jim	371.00	686.35	55.65
100000	Concession Sales	Inv	400102	Pretzel	2,610.00	9,649.60	782.40
100000	Concession Sales	Inv	400110	Chips Assorted	370.00	684.50	55.50
100000	Concession Sales	Inv	400111	Cheese Pizza	464.00	1,703.85	138.15
100000	Concession Sales	Inv	400112	Pepperoni Pizza	573.00	2,639.07	210.87
100000	Concession Sales	Inv	400113	Poptarts	218.00	606.04	47.96
100000	Concession Sales	Inv	400114	Bagel	34.00	94.52	7.48
100000	Concession Sales	Inv	400115	Danish	57.00	106.38	8.62
100000	Concession Sales	Inv	411111	Nutty Ice Cream Cone	98.00	272.44	21.56
100000	Concession Sales	Inv	411112	Twix Ice Cream Bar	98.00	272.44	21.56
100000	Concession Sales	Inv	411113	Snickers Ice Cream B	70.00	194.60	15.40
100000	Concession Sales	Inv	500000	Skate Laces	26.00	96.20	7.80
100000	Concession Sales	Inv	500001	Hockey Tape	113.00	314.14	24.86
100000	Concession Sales	Inv	500002	Mouthguard	37.00	102.86	8.14
100000	Concession Sales	Inv	600002	Can Soda	408.00	754.80	61.20
100000	Concession Sales	Inv	600004	Sam's Water	197.00	364.45	29.55



POS SALES HISTORY REPORT

Date Range: 07/01/2016 - 06/30/2017

T/C	T/C Description	Src Item/Ticket	Item/Ticket Desc	Count	Sale Amt	Sales Tax
				<b>T/C Description: Concession Sales</b>		
*****	TOTAL TRANSACTIONS FOR T/C ==> 100000:		44,640			
*****	TOTAL QUANTITY SOLD FOR T/C ==> 100000:		44,471.00			
*****	TOTAL FEES FOR T/C ==> 100000:		124,609.11			
*****	TOTAL DISCOUNT FOR T/C ==> 100000:		157.37			
*****	NET FEES FOR T/C ==> 100000:		124,451.74			
*****	TOTAL SALES TAX FOR T/C ==> 100000:		9,939.15			
				SALES WITH DISC:	79.00	
				OWNER PCT:	124,451.74	OTHER PCT: 0.00
				TAXABLE SALES:	124,451.74	NON-TAX SALES: 0.00
*****	TOTAL PROFIT ON INV ITEMS BASED ON ACTUAL PRICE:		12,638.39	COGS%:	9.49%	MARG%: 90.51%
*****	TOTAL PROFIT ON INV ITEMS BASED ON INV PRICE:		112,856.03	COGS%:	9.48%	MARG%: 90.52%
*****	INV PROFIT LOST DUE TO SALES & DISCOUNTS:		217.64			

*****	TOTAL TRANSACTIONS FOR ENTERED RANGE:		44,640			
*****	TOTAL QUANTITY SOLD FOR ENTERED RANGE:		44,471.00	AVE DOLLARS/QTY:	2.80	
*****	TOTAL FEES FOR ENTERED RANGE:		124,609.11			
*****	TOTAL DISCOUNT FOR ENTERED RANGE:		157.37			
*****	NET FEES FOR ENTERED RANGE:		124,451.74			
*****	TOTAL SALES TAX FOR ENTERED RANGE:		9,939.15			
				SALES WITH DISC:	79	
				OWNER PCT:	124,451.74	OTHER PCT: 0.00
				TAXABLE SALES:	124,451.74	NON-TAX SALES: 0.00
*****	TOTAL PROFIT ON INV ITEMS BASED ON ACTUAL PRICE:		12,638.39	COGS%:	9.49%	MARG%: 90.51%
*****	TOTAL PROFIT ON INV ITEMS BASED ON INV PRICE:		112,856.03	COGS%:	9.48%	MARG%: 90.52%
*****	INV PROFIT LOST DUE TO SALES & DISCOUNTS:		217.64			
*****	TOTAL UNIQUE RECEIPTS IN REPORT:		22,963	AVE DOLLARS/RCPT:	5.42	

SELECTION CRITERIA:

Date Range: 07/01/16 Through 06/30/17  
Time Range: 12:00A Through 12:00A  
Item Range: Through ZZZZZZZZZZZZZZ Wildcard:  
Ticket Range: Through ZZZZZZZZZZ Wildcard:  
User Range: Through ZZZZZZZZZZ  
Include: Revenue (Positive Qty's) Sales? Yes Refunds (Negative Qty's)? Yes Q&A? No  
Types: Misc? Y Inv? Y Tckt? Y Prt? Y G'Fee? Y G'Cert? Y P'Vst? Y Trny? Y G'Crdr? Y RSrv? Y Key? Y Dues? Y Timer? Y eRange? Y Donalway? Y Hole-In-One?  
Sort By: T/C  
Indiv T/C: 100000,900000  
H/H Feature Match: No Match Required  
Days of the Week: Sun,Mon,Tue,Wed,Thu,Fri,Sat



Laid Over Under the Rules

September 27, 2017

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Bond Ordinance – Thompson Park Splash Pad

On September 18, 2017, City Council reviewed a Bond Ordinance to cover the expenses in connection with the Thompson Park Splash Pad project at an estimated cost of \$440,000. The Bond Ordinance presented was not voted on as unanimous consent was not received. This project is included in the 2017-18 Capital Budget.

ORDINANCE

Page 1 of 6

An Ordinance Authorizing the Issuance of \$440,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of a Splash Pad at Thompson Park, in and for Said City

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

YEA	NAY

*Introduced by*

Council Member Stephen A. Jennings

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on September 18, 2017, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Mayor Joseph M. Butler Jr., and upon roll being called, the following were

PRESENT: Council Member Cody J. Horbacz  
 Council Member Stephen A. Jennings Mayor Joseph M. Butler Jr.  
 Council Member Teresa R. Macaluso

ABSENT: Council Member Mark C. Walczyk

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

BOND ORDINANCE DATED SEPTEMBER 18, 2017.

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

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

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

Section 1. For a specific object or purpose of paying the cost of a splash pad at Thompson Park, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$440,000 bonds of said City pursuant to the provisions of the Local Finance Law.

**ORDINANCE**

Page 2 of 6

An Ordinance Authorizing the Issuance of \$440,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of a Splash Pad at Thompson Park, in and for Said City

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

Total .....

YEA	NAY

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$440,000 and that the plan for the financing thereof is by the issuance of the \$440,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State and, or Federal aid or any other revenue received by the City from other sources for such specific object or purpose, which monies are hereby appropriated therefor.

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

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

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

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

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the City, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any

# ORDINANCE

Page 3 of 6

An Ordinance Authorizing the Issuance of \$440,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of a Splash Pad at Thompson Park, in and for Said City

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark. C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

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

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

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of its City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and,

# ORDINANCE

Page 4 of 6

An Ordinance Authorizing the Issuance of \$440,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of a Splash Pad at Thompson Park, in and for Said City

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

YEA	NAY

accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

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

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

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

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

Unanimous consent was not obtained due to the absence of a Council Member. Therefore, the foregoing ordinance was laid over under the rules.

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on October 2, 2017, at 7:00 o'clock P.M., Prevailing Time.

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



# ORDINANCE

Page 6 of 6

An Ordinance Authorizing the Issuance of \$440,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of a Splash Pad at Thompson Park, in and for Said City

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

Total .....

YEA	NAY

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

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

Newspaper and/or other news media Date given

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

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

Designated Location(s) of Posted Notice Date of Posting

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

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

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

Laid Over Under the Rules

September 27, 2017

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Bond Ordinance – Water Treatment Plant Pump House and Valve Shack  
Roofs

On September 18, 2017, City Council accepted a bid from Sands Brothers Roofing Company, Inc. for the replacement of the Water Treatment Plant pump house and valve shack roofs at an estimated cost of \$125,000 that was contingent upon the City Council approving a Bond Ordinance to cover the expenses in connection with the project. The Bond Ordinance presented the same night was not voted on as unanimous consent was not received. City Council must still consider the attached Bond Ordinance to fund the roof replacement. This project is included in the 2017-18 Capital Budget.

ORDINANCE

Page 1 of 7

An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Roofs on the Pump House and the Valve Shack at the City's Water Treatment Plant, in and for Said City

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

YEA	NAY

Introduced by

Council Member Stephen A. Jennings

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on September 18, 2017, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Mayor Joseph M. Butler Jr., and upon roll being called, the following were

PRESENT: Council Member Cody J. Horbacz  
Council Member Stephen A. Jennings Mayor Joseph M. Butler Jr.  
Council Member Teresa R. Macaluso

ABSENT: Council Member Mark C. Walczyk

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

BOND ORDINANCE DATED SEPTEMBER 18, 2017.

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

Section 1. For the class of objects or purposes of paying the cost of the replacement of roofs on the Pump House and the Valve Shack at the City's Water Treatment Plant, including incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, there are hereby authorized to be issued \$125,000 bonds of said City pursuant to the provisions of the Local Finance Law.

**ORDINANCE**

Page 2 of 7

An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Roofs on the Pump House and the Valve Shack at the City's Water Treatment Plant, in and for Said City

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

YEA	NAY

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$125,000 and that the plan for the financing thereof is by the issuance of the \$125,000 bonds of said City authorized to be issued pursuant to this bond ordinance.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law, as the buildings to be improved are class "B" buildings within the meaning of said subdivision twelve.

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

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

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

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the City, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these

# ORDINANCE

Page 3 of 7

An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Roofs on the Pump House and the Valve Shack at the City's Water Treatment Plant, in and for Said City

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

YEA	NAY

delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

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

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

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of its City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be

**ORDINANCE**

Page 4 of 7

An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Roofs on the Pump House and the Valve Shack at the City's Water Treatment Plant, in and for Said City

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

YEA	NAY

determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

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

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

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

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

Unanimous consent was not obtained due to the absence of a Council Member. Therefore, the foregoing ordinance was laid over under the rules.

At a regular meeting of the Council of the City of Watertown, Jefferson County, New

ORDINANCE

Page 5 of 7

An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Roofs on the Pump House and the Valve Shack at the City's Water Treatment Plant, in and for Said City

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

Table with 2 columns: YEA, NAY. It contains empty rows for each council member and a total row.

York, held at the Municipal Building, in Watertown, New York, in said City, on October 2, 2017, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

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

VOTING
VOTING
VOTING
VOTING
VOTING

The ordinance was thereupon declared duly adopted.

\* \* \* \* \*

APPROVED BY THE MAYOR

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

Mayor

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

ORDINANCE

Page 6 of 7

An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Roofs on the Pump House and the Valve Shack at the City's Water Treatment Plant, in and for Said City

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

YEA	NAY

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

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on September 18, 2017 and October 2, 2017, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

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

Newspaper and/or other news media Date given

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

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

Designated Location(s) of Posted Notice Date of Posting

# ORDINANCE

Page 7 of 7

An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Roofs on the Pump House and the Valve Shack at the City's Water Treatment Plant, in and for Said City

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark. C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

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

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

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

Laid Over Under the Rules

September 27, 2017

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Bond Ordinance – Massey Street Fire Station Roof

On September 18, 2017, City Council accepted a bid from Sands Brothers Roofing Company, Inc. for the replacement of the Massey Street Fire Station roof at an estimated cost of \$225,000 that was contingent upon the City Council approving a Bond Ordinance to cover the expenses in connection with the project. The Bond Ordinance presented the same night was not voted on as unanimous consent was not received. City Council must still consider the attached Bond Ordinance to fund the roof replacement. This project is included in the 2017-18 Capital Budget.

ORDINANCE

Page 1 of 6

An Ordinance Authorizing the Issuance of \$225,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Roof on Fire Station No. 1, at 224 Massey Street South, in and for Said City

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

YEA	NAY

**Introduced by**

Council Member Stephen A. Jennings

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on September 18, 2017, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Mayor Joseph M. Butler Jr., and upon roll being called, the following were

PRESENT: Council Member Cody J. Horbacz  
 Council Member Stephen A. Jennings Mayor Joseph M. Butler Jr.  
 Council Member Teresa R. Macaluso

ABSENT: Council Member Mark C. Walczyk

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

BOND ORDINANCE DATED SEPTEMBER 18, 2017.

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

Section 1. For the specific object or purpose of paying the cost of the replacement of the roof on Fire Station No. 1, at 224 Massey Street South, including incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, there are hereby authorized to be issued \$225,000 bonds of said City pursuant to the provisions of the Local Finance Law.

**ORDINANCE**

Page 2 of 6

An Ordinance Authorizing the Issuance of \$225,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Roof on Fire Station No. 1, at 224 Massey Street South, in and for Said City

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

YEA	NAY

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$225,000 and that the plan for the financing thereof is by the issuance of the \$225,000 bonds of said City authorized to be issued pursuant to this bond ordinance.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law, as Fire Station No. 1 is a class "A" building within the meaning of said subdivision twelve.

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

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

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

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the City, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any

**ORDINANCE**

Page 3 of 6

An Ordinance Authorizing the Issuance of \$225,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Roof on Fire Station No. 1, at 224 Massey Street South, in and for Said City

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

YEA	NAY

order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

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

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

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of its City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for

ORDINANCE

Page 4 of 6

An Ordinance Authorizing the Issuance of \$225,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Roof on Fire Station No. 1, at 224 Massey Street South, in and for Said City

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

YEA	NAY

mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

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

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

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

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

Unanimous consent was not obtained due to the absence of a Council Member. Therefore, the foregoing ordinance was laid over under the rules.

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on October 2, 2017, at 7:00 o'clock P.M., Prevailing Time.

ORDINANCE

Page 5 of 6

An Ordinance Authorizing the Issuance of \$225,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Roof on Fire Station No. 1, at 224 Massey Street South, in and for Said City

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

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

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

PRESENT:

ABSENT:

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

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

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

APPROVED BY THE MAYOR

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

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

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

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on September 18, 2017 and October 2, 2017, with the original thereof on file in my office, and that the same is a true and correct

ORDINANCE

Page 6 of 6

An Ordinance Authorizing the Issuance of \$225,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Roof on Fire Station No. 1, at 224 Massey Street South, in and for Said City

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

YEA	NAY

transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

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

Newspaper and/or other news media Date given

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

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

Designated Location(s) of Posted Notice Date of Posting

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

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

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

Laid Over Under the Rules

September 14, 2017

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Bond Ordinance – Massey Street Fire Station HVAC Replacement

On September 18, 2017, City Council reviewed a Bond Ordinance to cover the expenses in connection with the Massey Street Fire Station HVAC Replacement project at an estimated cost of \$450,000. The Bond Ordinance presented was not voted on as unanimous consent was not received. This project is included in the 2017-18 Capital Budget.

ORDINANCE

Page 1 of 7

An Ordinance Authorizing the Issuance of \$450,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Heating, Ventilating and Air Conditioning System at the Massey Street Fire Station, in and for Said City

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

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

Introduced by

Council Member Stephen A. Jennings

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on September 18, 2017, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Mayor Joseph M. Butler Jr., and upon roll being called, the following were

- PRESENT: Council Member Cody J. Horbacz, Council Member Stephen A. Jennings, Council Member Teresa R. Macaluso, Mayor Joseph M. Butler Jr.
ABSENT: Council Member Mark C. Walczyk

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

BOND ORDINANCE DATED SEPTEMBER 18, 2017.

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

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

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

# ORDINANCE

Page 2 of 7

An Ordinance Authorizing the Issuance of \$450,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Heating, Ventilating and Air Conditioning System at the Massey Street Fire Station, in and for Said City

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

YEA	NAY

Section 1. For a specific object or purpose of paying the cost of the replacement of the heating, ventilating and air conditioning system at the City’s Massey Street Fire Station, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$450,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$450,000 and that the plan for the financing thereof is by the issuance of the \$450,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State and, or Federal aid or any other revenue received by the City from other sources for such specific object or purpose, which monies are hereby appropriated therefor.

Section 3. It is hereby determined that the Massey Street Fire Station is a class “A” building and that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision thirteen of paragraph a of Section 11.00 of the Local Finance Law.

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

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

**ORDINANCE**

Page 3 of 7

An Ordinance Authorizing the Issuance of \$450,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Heating, Ventilating and Air Conditioning System at the Massey Street Fire Station, in and for Said City

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

YEA	NAY

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

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

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

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

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

# ORDINANCE

Page 4 of 7

An Ordinance Authorizing the Issuance of \$450,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Heating, Ventilating and Air Conditioning System at the Massey Street Fire Station, in and for Said City

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

YEA	NAY

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

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

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

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

ORDINANCE

Page 5 of 7

An Ordinance Authorizing the Issuance of \$450,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Heating, Ventilating and Air Conditioning System at the Massey Street Fire Station, in and for Said City

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

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

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

Unanimous consent was not obtained due to the absence of a Council Member. Therefore, the foregoing ordinance was laid over under the rules.

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on October 2, 2017, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

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

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

The ordinance was thereupon declared duly adopted.

\* \* \* \* \*

APPROVED BY THE MAYOR

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

ORDINANCE

Page 6 of 7

An Ordinance Authorizing the Issuance of \$450,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Heating, Ventilating and Air Conditioning System at the Massey Street Fire Station, in and for Said City

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

Table with 2 columns: YEA, NAY. It contains empty rows for each council member and a total row.

Mayor

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

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

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on September 18, 2017 and October 2, 2017, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

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

Newspaper and/or other news media Date given

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

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

**ORDINANCE**

Page 7 of 7

An Ordinance Authorizing the Issuance of \$450,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of the Heating, Ventilating and Air Conditioning System at the Massey Street Fire Station, in and for Said City

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

YEA	NAY

Designated Location(s) of Posted Notice      Date of Posting

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

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

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

September 25, 2017

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Fiscal Year 2016-17 GASB 45 Other Post-employment Benefits Actuarial Valuation

In accordance with Governmental Accounting Standards Board (GASB) Statement No. 45 "*Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*" the City has had Armory Associates, LLC value the City's retirement health plan obligations. The City is required to obtain a full valuation on a biennial basis and prepare an interim valuation for the years in between the full valuation.

The following report calculates the City's total actuarial accrued liability at \$129,312,602. The City continues to meet its retirement healthcare obligations on a pay-as-you-go basis and is not required to fund the outstanding actuarially calculated liability. Currently New York State does not have a statute that authorizes governments to create trusts to set aside assets for OPEB purposes.

	<u>Actuarial Accrued Liability</u>
FY 2016-17 (Full Valuation)	\$129,312,602
FY 2014-15 (Full Valuation)	\$127,195,942
FY 2012-13 (Full Valuation)	\$130,841,681
FY 2010-11 (Full Valuation)	\$112,726,495
FY 2008-09 (Full Valuation)	\$106,599,921

# City of Watertown

GASB 45 Other Post-employment Benefits  
Actuarial Valuation for the Fiscal Year  
Ending June 30, 2017

Prepared by:



Ph: 315-752-0060  
Fax: 315-752-0057  
120 Walton Street, Suite 601  
Syracuse, NY 13202

September 14, 2017

Mr. James Mills  
City Comptroller  
City of Watertown  
245 Washington Street  
Suite 203  
Watertown, NY 13601

Dear Mr. Mills:

Armory Associates, LLC have been retained by the City of Watertown for the purpose of determining the obligation and cost in accordance with the Governmental Accounting Standard No. 45 (GASB), **Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions.**

We have examined the assumptions and methods used in determining the liabilities and cost associated with the actuarial valuation of the postretirement benefit plan in accordance with the GASB #45 standard, including but not limited to the following:

- Present Value of Future Benefits (PVFB)
- Actuarial Accrued Liability (AAL)
- Annual Required Contribution (ARC)
- Annual OPEB Cost (AOC)
- Projected Net OPEB Obligation (NOO)
- 20-Year Cash Flow Projections

We relied upon underlying records and/or summaries prepared by the responsible officer or employees of the organization. In other respects, our examination included such review of the assumptions and methods used and such tests of the calculations as we considered necessary.

In our opinion, the amounts carried in the balance sheet on account of the items identified above:

- Are in accordance with accepted actuarial standards consistently applied and are fairly stated in accordance with sound actuarial principles.
- Are based on actuarial assumptions relevant to contract provisions and appropriate to the purpose for which the Statement was prepared.

I, the undersigned, am a Consulting Actuary for Armory Associates, LLC, am a member of the American Academy of Actuaries and meet the Qualification Standards of the Academy to render the actuarial opinion contained herein. To the best of my knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principals which are consistent with the principles prescribed by the Actuarial Standards Board and the Code of Professional Conduct and Qualification Standards for Public Statements of Actuarial Opinion of the American Academy of Actuaries.

Respectfully submitted,



Damon R. Hacker, ASA, MAAA  
Executive Vice President  
Armory Associates, LLC

Ph: 315-752-0060  
Fax: 315-752-0057

120 Walton Street, Suite 601  
Syracuse, NY 13202

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**SECTION 1: EXECUTIVE SUMMARY**

City of Watertown provides medical and prescription drug insurance benefits for retirees, spouses, and their covered dependents while contributing a portion of the expenses. Such postemployment benefits are an included value in the exchange of salaries and benefits for employee services rendered. An employee's total compensation package includes not only the salaries and benefits received during active service, but all compensation and benefits received for their services during postemployment. Nevertheless, both types of benefits constitute compensation for employee services.

The summary below identifies the value of postemployment health care benefits for the fiscal year ending June 30, 2017. Results on this page are separated by Government units. View the Addendum at the end of this report for the results of this valuation divided into the City's five labor unions.

**City of Watertown**  
**Postretirement Health Care Benefits Program**  
*For Fiscal Year Ending June 30, 2017*  
**Actuarial Accrued Liability and Annual OPEB Cost by Employee Fund**

<b>Actuarial Accrued Liability (AAL)</b>	<b>Government</b>	<b>Sewer</b>	<b>Water</b>	<b>Total</b>
Retirees & Dependents	\$82,593,628	\$3,845,556	\$3,716,758	\$90,155,942
Actives	30,833,019	3,751,258	4,572,383	39,156,660
<b>Total Actuarial Accrued Liability</b>	<b>\$113,426,647</b>	<b>\$7,596,814</b>	<b>\$8,289,141</b>	<b>\$129,312,602</b>
Additional Obligation attributable to future service	18,321,304	1,133,723	1,032,861	20,487,888
<b>Present Value of Total Future Liability</b>	<b>\$131,747,951</b>	<b>\$8,730,537</b>	<b>\$9,322,002</b>	<b>\$149,800,490</b>

<b>Annual Required Contribution (ARC)</b>				
Normal Cost for Fiscal Year	\$1,483,156	\$112,295	\$118,874	\$1,714,325
Amortization of Unfunded Actuarial Accrued Liability	4,768,991	319,406	348,514	5,436,911
<b>Annual Required Contribution (ARC)</b>	<b>\$6,252,147</b>	<b>\$431,701</b>	<b>\$467,388</b>	<b>\$7,151,236</b>

<b>Annual OPEB Cost</b>				
Annual Required Contribution (ARC)	\$6,252,147	\$431,701	\$467,388	\$7,151,236
Interest on Net OPEB Obligation	576,833	46,880	64,221	687,934
Adjustment to Annual Required Contribution	(673,491)	(54,736)	(74,982)	(803,209)
<b>Annual OPEB Cost</b>	<b>\$6,155,489</b>	<b>\$423,845</b>	<b>\$456,627</b>	<b>\$7,035,961</b>

<b>Net OPEB Obligation</b>				
Net OPEB Obligation - beginning of year	\$16,480,937	\$1,339,429	\$1,834,889	\$19,655,255
Annual OPEB Cost	6,155,489	423,845	456,627	7,035,961
Expected Employer Contributions	(3,878,549)	(197,887)	(196,247)	(4,272,683)
<b>Expected Net OPEB Obligation - end of year</b>	<b>\$18,757,877</b>	<b>\$1,565,387</b>	<b>\$2,095,269</b>	<b>\$22,418,533</b>

\* These projections are based on the results of the September 01, 2016 valuation using a discount rate of 3.5%.

## SECTION 2: INTRODUCTION

Armory Associates, LLC is very pleased to be working with City of Watertown. City of Watertown contracted with Armory Associates, LLC to assist in the determination of the present liability for postemployment medical insurance costs for the entire medical plan membership of City of Watertown. This analysis has been completed in accordance with GASB Statement No. 45; Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions.

One of the most important foundational concepts to keep in mind throughout this analysis is that postemployment liabilities are being impacted by the fact that people are retiring earlier in life and living longer lives. With the average retirement age being approximately fifty-five (55) years old in the public sector and with people routinely living into their nineties (90's), employers are having to utilize a greater portion of their operating budget each year to account for the extending periods of time in which benefit expenses are incurred.

The motives behind such identification and funding of this liability is threefold:

- It is prudent that your business' annual budget recognizes the future financial obligations and/or liabilities associated with all benefits promised to both employees and retirees;
- Awareness of the expected liabilities prevents future budgets from being overburdened with the financial obligations associated with the cost of retiree benefits; and
- A sufficient system for funding postemployment benefits safeguards retirees in the unlikely event that the employer becomes no longer a viable entity.

The goal of this process is not necessarily to fund the liability today, but rather to accurately identify the liability and establish a plan to effectively and efficiently manage the liability over time. This process will prepare City of Watertown for the financial impact associated with the pressures of providing sufficient postemployment benefits to the employees and retirees.

Armory Associates, LLC will be available to answer all questions regarding this report or any other issues concerning City of Watertown. Should you have any additional questions regarding the information contained herein, please feel free to contact us at our offices by phone at (315) 752-0060.

We would like to thank City of Watertown for this opportunity to serve as your consultant and we look forward to continuing a mutually beneficial relationship for many years to come.

### SECTION 3: COMPARISON TO PREVIOUS FULL VALUATION

Actuarial gains and losses result from differences between the expectations of the prior valuation and the re-measurement of the current valuation. Please keep in mind that future actuarial valuation results may differ significantly from the current measurements presented due to changes in factors such as: demographic gains/losses, assumption changes, trend rate adjustments, accrued plan experience, health care legislation, and benefit plan changes. The following is a summary of the differences and their associated factors between the September 1, 2014 valuation and the current September 1, 2016 valuation:

#### Demographic Changes

- Demographic (gain)/loss comes from many sources, such as rates of termination, retirement, and election of health care benefits. Some demographic shifts occurred between 2014 and 2016. The City has 5 more active employees and 1 more retiree.
- There are 49 new hires since 2014 included in this year's valuation.
- There are 4 active employees with more than 2 years of experience who were not included in the previous valuation.
- Since the 2014 valuation, 22 members have retired and 26 have withdrawn or retired without medical benefits.

#### Assumption Changes

- Updated the mortality tables to the RPH-2014 SOA Mortality Tables adjusted back to 2006 using scale MP-2014 and projected forward using scale MP-2015. The result of these changes is an increase in the liability.
- Lowered the discount rate from 4% to 3.5%. The result of this change is an increase in the liability.
- Lowered the salary scale from 3% to 2%. The result of this change is an increase in the liability.

#### Plan Provision Changes

- Minor changes were made to the contribution requirements of IBEW members affecting the cutoff dates for contribution levels. This change does not affect any current members and has no impact on the liability.

#### Changes to PPACA Excise Tax

- It has been assumed for this valuation that the excise tax will no longer have an impact on the City's liability.

### Health Cost Trend Changes

- Health cost (gain)/loss estimates the effect of actual health cost trend compared with projections in the September 1, 2014 valuation.
- Medical plan premiums are approximately 5.6% less than assumed premium trend.
- Pre-65 per capita claims costs are estimated to be approximately 2.8% less than assumed claims trend. Post-65 per capita claims costs are estimated to be approximately 7.8% less than assumed claims trend.
- In 2017, an update to the Society of Actuaries (SOA) Long-Run Medical Cost Trend Model (v2018\_c) was released. The SOA Long-Run Medical Cost Trend Model and its baseline projection are based on an econometric analysis of historical US medical expenditures and the judgments of experts in the field. The long-run baseline projection and input variables have been developed under the guidance of an SOA Project Oversight Group. We believe this represents a reasonable medical trend projection and is recommended over the previous long-term trend table.
- The cumulative result of these changes is a decrease in the liability.

### Comparison Summary

This exhibit compares the results from the previous September 1, 2014 valuation with the results of the current September 1, 2016 valuation. The September 1, 2015 AAL and Normal Cost are rolled-forward in time with interest and reduced by benefits expected to have been received in order to reconcile the expected September 1, 2016 AAL with the actual September 1, 2016 AAL:

<b>Expected September 1, 2016 Actuarial Accrued Liability (AAL)</b>	
September 1, 2015 Actuarial Accrued Liability (roll-forward of Sep. 1, 2014 AAL)	130,233,084
September 1, 2015 Normal Cost	1,931,922
Interest Cost on above (3.5%)	4,625,775
2015 Expected Employer Contributions	(4,181,004)
<b>Expected September 1, 2016 Actuarial Accrued Liability</b>	<b>132,609,777</b>

<b>Reconciled (Gain)/Loss of Plan Changes</b>	
Impact of Changes to Trend, Premiums, and Claims	(18,423,064)
Impact of Changes to PPACA Excise Tax	(6,493,798)
Impact of Changes to Discount Rate	8,991,516
Impact of Changes to Mortality Tables	6,162,205
Impact of Changes to Salary Scale	1,515,160
Impact of Changes to Plan Provisions	0
Demographics (Gain)/Loss	4,950,806
<b>Plan Changes (Gain)/Loss</b>	<b>(3,297,175)</b>

<b>Actual September 1, 2016 Actuarial Accrued Liability</b>	
Expected September 1, 2016 Actuarial Accrued Liability	132,609,777
Plan Changes (Gain)/Loss	(3,297,175)
<b>Actual September 1, 2016 Actuarial Accrued Liability</b>	<b>129,312,602</b>

**SECTION 4: 20-YEAR PAYOUT PROJECTION**

The table below is a 20-year pay-as-you-go cash flow projection for the OPEB plan and does not include the cost of benefits for currently employed members. The projections are broken down into current retiree cost projections and future retiree cost projections.

**20-Year Pay-As-You-Go Projection**

<b>Fiscal Year Ending</b>	<b>Total</b>
2017	\$4,272,683
2018	\$4,457,921
2019	\$4,686,224
2020	\$4,899,688
2021	\$5,220,985
2022	\$5,413,668
2023	\$5,670,493
2024	\$5,942,950
2025	\$6,170,234
2026	\$6,413,086
2027	\$6,604,543
2028	\$6,872,060
2029	\$7,035,081
2030	\$7,133,870
2031	\$7,423,533
2032	\$7,726,152
2033	\$7,949,831
2034	\$8,197,385
2035	\$8,469,439
2036	\$8,468,261

**SECTION 5: DEMOGRAPHIC INFORMATION**

The following tables summarize active and retiree demographic information.

Age Group	Active Service Report									Total
	Years of Service									
	0-4	5-9	10-14	15-19	20-25	26-30	31-35	36-40	40+	
0-19	0	0	0	0	0	0	0	0	0	0
20-24	2	0	0	0	0	0	0	0	0	2
25-29	17	3	0	0	0	0	0	0	0	20
30-34	19	18	1	1	0	0	0	0	0	39
35-39	16	21	17	3	0	0	0	0	0	57
40-44	13	9	11	9	4	0	0	0	0	46
45-49	12	10	14	6	10	7	0	0	0	59
50-54	6	4	7	4	8	7	2	0	0	38
55-59	3	6	4	3	3	5	9	1	0	34
60-64	2	1	6	3	0	3	4	0	0	19
65-69	0	0	2	0	1	0	0	0	0	3
70-74	0	0	0	0	0	0	0	0	0	0
75-79	0	0	0	0	0	0	0	0	0	0
80-84	0	0	0	0	0	0	0	0	0	0
85+	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>90</b>	<b>72</b>	<b>62</b>	<b>29</b>	<b>26</b>	<b>22</b>	<b>15</b>	<b>1</b>	<b>0</b>	<b>317</b>

Actives Not Fully Eligible:	249
Actives Fully Eligible:	68

Actives Average Age:	44.0
----------------------	------

Age Group	Retiree Count
0-19	0
20-24	0
25-29	0
30-34	0
35-39	0
40-44	1
45-49	7
50-54	16
55-59	29
60-64	52
65-69	89
70-74	46
75-79	30
80-84	21
85+	15
<b>Total</b>	<b>306</b>

	Male	Female	Total
Active	262	55	317
Retirees & Beneficiaries	266	40	306
Covered Spouses	13	194	207

**SECTION 6: METHODS AND ASSUMPTIONS**

<b>Actuarial Cost Method</b>	Entry Age Normal Cost Method - Level Percent of Pay
<b>Discount Rate</b>	3.5%
<b>Salary/Payroll Growth Rate</b>	2%
<b>Plan Type</b>	Single Employer Defined Benefit Plan
<b>Mortality - Actives</b>	The RPH-2014 Mortality Table for employees, sex distinct, with generational mortality adjusted to 2006 using scale MP-2014, and projected forward with scale MP-2015.
<b>Mortality – Retirees</b>	The RPH-2014 Mortality Table for Healthy Annuitants, sex distinct, with generational mortality adjusted to 2006 using scale MP-2014, and projected forward with scale MP-2015.
<b>Turnover</b>	Rates of decrement due to turnover based on the experience under the New York State & Local Retirement System as prepared by the Department of Civil Service’s actuarial consultant in the report titled, <u>Development of Recommended Actuarial Assumptions for New York State/SUNY GASB 45 Valuation</u> . Please refer to Exhibits 6-1 and 6-2 for the complete turnover tables.
<b>Retirement Incidence</b>	Rates of decrement due to retirement based on the experience under the New York State & Local Retirement System as prepared by the Department of Civil Service’s actuarial consultant in the report titled, <u>Development of Recommended Actuarial Assumptions for New York State/SUNY GASB 45 Valuation</u> . Please refer to Exhibits 6-3 through 6-5 for the complete retirement incidence tables.

**Medical Trend**

To Fiscal Year Ending	Medical/Rx Blended Trend Rates
2018	6.50%
2019	6.25%
2020	6.10%
2021	6.00%
2022	5.86%
2027	5.19%
2032	5.19%
2037	5.19%
2047	4.92%
2057	4.68%
2067	4.40%
2077	3.84%
2087	3.84%

The above trend rates were developed using the baseline projection of the SOA Long-Run Medical Cost Trend Model. The short term (first 4 years) trend rates were based on the recent premium rate history for City of Watertown. The long-term (after 4 years) trend rates were based on the following assumptions:

Rate of Inflation: 2.2%

Rate of Growth in Real Income / GDP per capita: 1.6%

Extra Trend due to Technology and other factors: 1.3%

Health Share of GDP Resistance Point: 25%

The SOA Long-Run Medical Cost Trend Model and its baseline projection are based on an econometric analysis of historical US medical expenditures and the judgments of experts in the field. The long-run baseline projection and input variables have been developed under the guidance of an SOA Project Oversight Group. The above schedule represents a reasonable medical trend projection for the current plan provisions and demographics of the Retiree Welfare Benefits Plan, and no changes to these baseline assumptions are necessary.

**Election Percentage**

Upon retirement it is assumed that eligible employees will elect for post-retirement health care benefits at the following rates:

Participant Group	% Electing Coverage
Retiree	100%
Retiree's Spouse	100%
Surviving Spouse	25%

**Marriage Rate**

It is assumed that 70% of retirees will be married at the time of their retirement, with the male spouse assumed to be approximately 3 years older than the female.

**Length of Coverage**

It has been assumed for this valuation that all current and future retirees who will be required to contribute more than 80% of premiums upon turning 65 years of age will terminate their coverage upon turning 65 years of age. All other members are assumed to remain enrolled in coverage for life.

**Morbidity**

To reflect the differences in covered health care expenses due to aging, the expected health care claims are assumed to increase relative to the participant's age as follows:

Age	Annual Increase
45-49	3.00%
50-54	3.30%
55-59	3.60%
60-64	4.20%
65-69	3.00%
70-74	2.50%
75-79	2.00%
80-84	1.00%
85-89	0.50%
90+	0.00%

The aforementioned age related morbidity rates are based on results from Table 4 of "Aging Curves for Health Care Costs in Retirement," by Jeffrey Petertil, published in the **North American Actuarial Journal**, July 2005.

**Per Capita Costs**

The City of Watertown medical plan is a self-funded plan that is available to all actives and retirees. The following table presents per capita costs of the plan, including administrative fees, which were used to calculate the actuarial accrued liability:

Age	Self-Funded Plan
45-49	\$8,046
50-54	\$9,300
55-59	\$10,912
60-64	\$13,075
65-69	\$5,317
70-74	\$6,027
75-79	\$6,690
80-84	\$6,692
85-89	\$7,471
90+	\$7,576

**Amortization Period**

The period used to determine amortization costs for the Unfunded Actuarial Accrued Liability is a level period of thirty (30) years.

**Amortization Method**

Level percent of pay open.

**Patient Protection and Affordable Health Care Act (PPACA) Assumptions****Threshold Increase**

It was assumed that there would be no initial increase to the 2018 threshold amounts. The following are the 2018 thresholds:

Coverage	2018 Threshold	Amount Added to Thresholds for Ages 55-64
Individual	\$10,200	\$1,650
Family & All Other Tiers	\$27,500	\$3,450

**Threshold Trend**

After 2018 the cost thresholds are indexed by CPI (CPI +1% in 2019 only). A CPI of 3% was used for this valuation.

**Cost Attribution**

It was assumed that the plan administrator would pass additional excess costs to the plan sponsors via increased premium rates.

**Assumed Gross-Up Tax Rate**

No gross-up tax rate was used in this valuation.

**Retiree Contributions**

It was assumed for this valuation that the City would pass on costs related to the excise tax onto retirees at the average contribution rate for retirees.

**Additional Requirements**

For purposes of this valuation, the following aspects of the PPACA have been incorporated into the underlying premium costs:

- Extended coverage for children
- 100% coverage of preventive care.

The following aspects of the PPACA result in no additional employer liability:

- Elimination of lifetime maximum benefits.
- Removal of the limits on essential healthcare.

**Exhibit 6-1: NYSERS Turnover Table**

Age	Years of Service					
	<2	2-2.99	3-3.99	4-4.99	5-9.99	>=10
15	18.375%	10.298%	6.792%	5.938%	4.333%	2.727%
16	18.375%	10.298%	6.792%	5.938%	4.333%	2.727%
17	18.375%	10.298%	6.792%	5.938%	4.333%	2.727%
18	18.375%	10.298%	6.792%	5.938%	4.333%	2.727%
19	18.375%	10.298%	6.792%	5.938%	4.333%	2.727%
20	18.259%	10.298%	6.792%	5.938%	4.333%	2.727%
21	18.011%	10.298%	6.792%	5.938%	4.333%	2.727%
22	17.680%	10.298%	6.792%	5.938%	4.333%	2.727%
23	17.286%	10.853%	8.065%	6.339%	4.505%	2.727%
24	16.840%	11.240%	8.865%	6.671%	4.628%	2.727%
25	16.362%	11.473%	9.293%	6.919%	4.701%	2.727%
26	15.892%	11.592%	9.493%	7.107%	4.727%	2.727%
27	15.479%	11.621%	9.587%	7.282%	4.719%	2.727%
28	15.157%	11.569%	9.645%	7.485%	4.690%	2.688%
29	14.917%	11.436%	9.683%	7.721%	4.655%	2.643%
30	14.716%	11.226%	9.682%	7.945%	4.620%	2.588%
31	14.502%	10.953%	9.602%	8.084%	4.589%	2.522%
32	14.240%	10.645%	9.411%	8.065%	4.563%	2.447%
33	13.929%	10.326%	9.100%	7.855%	4.539%	2.369%
34	13.592%	10.015%	8.695%	7.483%	4.510%	2.290%
35	13.264%	9.712%	8.247%	7.028%	4.472%	2.215%
36	12.972%	9.407%	7.814%	6.587%	4.418%	2.140%
37	12.731%	9.086%	7.440%	6.238%	4.345%	2.063%
38	12.538%	8.747%	7.146%	6.016%	4.254%	1.982%
39	12.387%	8.405%	6.926%	5.903%	4.146%	1.904%
40	12.262%	8.081%	6.755%	5.845%	4.033%	1.830%
41	12.148%	7.793%	6.610%	5.783%	3.919%	1.768%
42	12.033%	7.553%	6.473%	5.676%	3.812%	1.719%
43	11.910%	7.360%	6.336%	5.512%	3.716%	1.683%
44	11.782%	7.208%	6.202%	5.306%	3.629%	1.653%
45	11.659%	7.089%	6.079%	5.094%	3.550%	1.620%
46	11.560%	6.995%	5.968%	4.906%	3.472%	1.572%
47	11.499%	6.926%	5.870%	4.766%	3.389%	1.504%
48	11.485%	6.880%	5.777%	4.680%	3.301%	1.419%
49	11.516%	6.856%	5.688%	4.639%	3.210%	1.329%
50	11.577%	6.849%	5.608%	4.625%	3.122%	1.250%
51	11.642%	6.854%	5.549%	4.620%	3.048%	1.189%
52	11.688%	6.865%	5.524%	4.608%	2.990%	1.148%
53	11.697%	6.877%	5.547%	4.583%	2.951%	1.125%
54	11.670%	6.891%	5.620%	4.546%	2.926%	1.112%
55	11.623%	6.914%	5.736%	4.508%	2.912%	1.105%
56	11.594%	6.955%	5.875%	4.484%	2.906%	1.103%
57	11.633%	7.031%	6.023%	4.493%	2.908%	1.105%
58	11.790%	7.155%	6.170%	4.547%	2.916%	1.110%
59	12.106%	7.338%	6.311%	4.653%	2.927%	1.116%
60	12.585%	7.589%	6.453%	4.808%	2.940%	1.124%
61	13.185%	7.894%	6.594%	5.001%	2.954%	1.132%
62	13.796%	8.223%	6.726%	5.212%	2.966%	1.138%
63	13.796%	8.223%	6.726%	5.212%	2.966%	1.138%
64	13.796%	8.223%	6.726%	5.212%	2.966%	1.138%
65	13.796%	8.223%	6.726%	5.212%	2.966%	1.138%
66	13.796%	8.223%	6.726%	5.212%	2.966%	1.138%
67	13.796%	8.223%	6.726%	5.212%	2.966%	1.138%
68	13.796%	8.223%	6.726%	5.212%	2.966%	1.138%
69	13.796%	8.223%	6.726%	5.212%	2.966%	1.138%
70	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%

Exhibit 6-2: PFRS Turnover Table

Years of Service	Turnover Rates
0	7.427%
1	4.223%
2	2.325%
3	1.510%
4	1.277%
5	1.211%
6	1.105%
7	0.958%
8	0.806%
9	0.662%
10	0.546%
11	0.447%
12	0.392%
13	0.395%
14	0.417%
15	0.427%
16	0.405%
17	0.337%
18	0.264%
19	0.215%
20	0.215%
21	0.260%
22	0.344%
23	0.344%
24	0.344%
25	0.344%
26	0.344%
27	0.344%
28	0.344%
29	0.344%
30	0.344%
31	0.344%
32	0.344%
33	0.344%
34	0.344%
35	0.344%
36	0.344%
37	0.344%
38	0.344%
39	0.344%

**Exhibit 6-3: NYSERS Tiers 2,3,4 Retirement Incidence Table**

Age	Years of Service		
	< 20	20-29.99	>= 30
55	5.923%	8.206%	41.847%
56	3.858%	4.789%	19.822%
57	3.839%	4.887%	18.561%
58	3.993%	5.426%	18.220%
59	4.336%	6.459%	18.802%
60	4.888%	7.811%	19.944%
61	8.169%	16.183%	24.296%
62	14.912%	32.164%	35.967%
63	10.952%	21.710%	24.163%
64	12.035%	21.020%	23.513%
65	15.763%	25.788%	27.753%
66	15.360%	25.820%	28.852%
67	12.425%	20.575%	22.782%
68	12.378%	19.431%	24.346%
69	13.189%	20.578%	23.787%
70	100.000%	100.000%	100.000%

**Exhibit 6-4: NYSERS Tier 5 & 6 Retirement Incidence Table**

Age	Years of Service		
	< 20	20-29.99	>= 30
55	4.767%	6.619%	41.847%
56	3.098%	3.849%	19.822%
57	3.083%	3.928%	18.561%
58	3.207%	4.364%	18.220%
59	3.484%	5.201%	18.802%
60	3.929%	6.298%	19.944%
61	6.589%	13.160%	24.296%
62	30.590%	38.923%	76.487%
63	10.952%	21.710%	24.163%
64	12.035%	21.020%	23.513%
65	15.763%	25.788%	27.753%
66	15.360%	25.820%	28.852%
67	12.425%	20.575%	22.782%
68	12.378%	19.431%	24.346%
69	13.189%	20.578%	23.787%
70	100.000%	100.000%	100.000%

**Exhibit 6-5: NYSPFRS Retirement Incidence Table**

<b>Years of Service</b>	<b>Retirement Rates</b>
20	7.322%
21	7.073%
22	8.349%
23	5.671%
24	5.058%
25	8.781%
26	8.084%
27	10.850%
28	13.515%
29	15.451%
30+	18.469%

**SECTION 7: PLAN PROVISIONS****Health Plans:**

City of Watertown provides healthcare coverage to its retiree's through its own self-funded plan, administered by POMCO. A summary of health benefits under this plan is as follows:

City of Watertown Health Plan Benefit Summary		
	In-Network	Out-of-Network
Deductible	Fire & Mgmt: \$ 120 individual / \$360 Family CSEA: \$ 160 individual / \$ 480 family Police: \$200 individual / \$ 600 family	
Coinsurance	100% of allowed charges after copay/deductible	80% of allowed charges for first \$500, 100% thereafter limit: \$100 individual/\$300 family
Inpatient Hospitalization	100% of allowed charges	
Office Visits	CSEA: \$7 Fire: \$7 Police: \$7 Mgmt: \$4	CSEA: \$15 Fire: \$15 Police: \$15 Mgmt: \$ 8
Emergency Room	100% of allowed charges	
Maximum Benefit	Unlimited (Organ transplant exception)	
Prescription Drugs		
30 Day Supply	CSEA & Police: \$10/\$30/\$50 Fire: \$5/\$20/\$35 Mgmt: \$5/\$10/\$30	
90 Day Supply	CSEA & Police: \$10/\$30/\$50 Fire: \$5/\$15/\$15 Mgmt: \$2.50/\$7.50/\$7.50	

**Premium Rates:**

The following are the monthly premium equivalent rates for both medical and prescription drug effective July 1, 2016. The premium equivalent rates are calculated based on the experience and demographic of the City and include administration and stop loss fees.

2016-2017 Monthly Medical Plan Premium Equivalent Rates	
Individual	\$634.70
Family	\$1,421.73
IBEW	\$1,245.00

Monthly Administration & Stop Loss fees for 2016 are as follows:

Administration Fees

Pomco: \$26.20 per member per month

Stop Loss Fees

Single: \$26.57

Family: \$58.50

**Retiree Eligibility & Contribution Requirements**

All active employees and retirees are subject to the following eligibility and contribution requirements:

**Watertown Police Benevolent Association**

**Total Active Members: 63**

**Total Retired Members: 80**

**Eligibility:** Members must be eligible to retire under the New York State Police & Fire Retirement System (PFRS) to be eligible for postemployment benefits from the City. A minimum of twenty (20) years of service is required for eligibility in PFRS.

**Contributions:** Retiree contributions to medical coverage are based on the retiree's hire date as follows:

- Hired before June 30, 1983: Retirees receive 100% paid coverage from the City for individual or family coverage.
- Hired between July 1, 1983 & June 9, 1998: 13% of the premium for individual or family coverage.
- Hired after June 9, 1998: 13% of the premium for pre-65 individual or family coverage, 100% of the premium for post-65 individual or family coverage.

Surviving spouses may continue coverage at 100% of the individual premium cost.

**Medicare Part B:** The City of Watertown reimburses the full Medicare Part B premium rates to retirees, spouses, and surviving spouses.

**Length of Coverage:** Lifetime. It has been assumed for this valuation that members would terminate coverage at 65 years of age if required to contribute greater than 80% of premiums for post-65 coverage.

**Management Employees****Total Active Members: 37****Total Retired Members: 31**

**Eligibility:** Members must be eligible to retire under the New York State Employees Retirement System (ERS) to be eligible for postemployment benefits from the City. A minimum age of fifty-five (55) with a minimum of five (5) years of service for Tier 1-4 members or ten (10) years of service for Tier 5 & 6 members is required for eligibility in ERS.

**Contributions:** Retiree contributions to medical coverage are based on the retiree's hire date and Management level as follows:

- Hired before July 1, 1983: Retirees receive 100% paid coverage from the City for individual or family coverage.
- Hired between July 1, 1983 & January 1, 1996: For single coverage, retiree pays \$25 less than the contribution for family coverage on a bi-weekly basis. For family coverage, retiree pays 25% of the difference in premiums between individual and family coverage on a bi-weekly basis.
- Hired on/after January 1, 1996: For pre-65 single coverage, retiree pays \$25 less than the contribution for family coverage on a bi-weekly basis. Post-65 single coverage requires retirees to pay 100% of the premium. For pre-65 family coverage, retiree pays 25% of the difference in premiums between individual and family coverage on a bi-weekly basis. Post-65 family coverage requires retirees to pay 100% of the premium.
- Management promoted to Upper-Level on/after August 12, 2000: For pre-65 single coverage, retiree pays \$25 less than the contribution for family coverage on a bi-weekly basis. Post-65 single coverage requires retirees to pay 20% of the premium. For pre-65 family coverage, retiree pays 25% of the difference in premiums between individual and family coverage on a bi-weekly basis. Post-65 family coverage requires retirees to pay 20% of the premium.
- Hired on/after January 1, 2012: 25% of the premium for individual coverage, 19% of the premium for family coverage, with coverage ending at 65 years of age.

Surviving spouses may continue coverage at 100% of the individual premium cost.

**Medicare Part B:** The City of Watertown reimburses the full Medicare Part B premium rates to retirees, spouses, and surviving spouses.

(cont.)

**Management Employees (cont.)**

**Length of Coverage:** Lifetime for members hired prior to January 1, 1996. Members hired on/after January 1, 1996 covered until age 65. It has been assumed for this valuation that members would terminate coverage at 65 years of age if required to contribute greater than 80% of premiums for post-65 coverage.

**Watertown Professional Fire Fighters' Association (Local 191)**

**Total Active Members: 71**

**Total Retired Members: 87**

**Eligibility:** Members must be eligible to retire under the New York State Police & Fire Retirement System (PFRS) to be eligible for postemployment benefits from the City. A minimum of twenty (20) years of service is required for eligibility in PFRS.

**Contributions:** Retiree contributions to medical coverage are based on the retiree's hire date as follows:

- Hired before June 30, 1983: Retirees receive 100% paid coverage from the City for individual or family coverage.
- Hired between July 1, 1983 & October 9, 1997: 12% of the premium for individual or family coverage.
- Hired after October 9, 1997: 12% of the premium for pre-65 individual or family coverage, 100% of the premium for post-65 individual or family coverage.

Surviving spouses may continue coverage at 100% of the individual premium cost.

**Medicare Part B:** The City of Watertown reimburses the full Medicare Part B premium rates to retirees, spouses, and surviving spouses.

**Length of Coverage:** Lifetime. It has been assumed for this valuation that members would terminate coverage at 65 years of age if required to contribute greater than 80% of premiums for post-65 coverage.

**Civil Service Employees Association (Local 1000)****Total Active Members: 143****Total Retired Members: 108**

**Eligibility:** Members must be eligible to retire under the New York State Employees Retirement System (ERS) to be eligible for postemployment benefits from the City. A minimum age of fifty-five (55) with a minimum of five (5) years of service for Tier 1-4 members or ten (10) years of service for Tier 5 & 6 members is required for eligibility in ERS.

**Contributions:** Retiree contributions to medical coverage are based on the retiree's hire date and Management level as follows:

- Hired before July 1, 1983: Retirees receive 100% paid coverage from the City for individual or family coverage.
- Hired between July 1, 1983 & December 23, 1993: Retirees receive 100% paid coverage from the City for individual coverage. Retirees who wish to receive family coverage must contribute 12% of the difference in premiums between individual and family coverage.
- Hired between December 23, 1993 & March 1, 1999: Retirees contribute 12% of the premium for individual or family coverage.
- Hired on/after March 1, 1999: For pre-65 coverage, retirees contribute 12% of the premium for individual or family coverage. Upon turning 65 years of age, retirees must contribute 100% of the premium for individual or family coverage.

Surviving spouses may continue coverage at 100% of the individual premium cost.

**Medicare Part B:** The City of Watertown reimburses the full Medicare Part B premium rates to retirees, spouses, and surviving spouses.

**Length of Coverage:** Lifetime. It has been assumed for this valuation that members would terminate coverage at 65 years of age if required to contribute greater than 80% of premiums for post-65 coverage.

**IBEW (Local 1249)****Total Active Members: 3****Total Retired Members: 0**

**Eligibility:** Members must be eligible to retire under the New York State Employees Retirement System (ERS) to be eligible for postemployment benefits from the City. A minimum age of fifty-five (55) with a minimum of five (5) years of service for Tier 1-4 members or ten (10) years of service for Tier 5 members is required for eligibility in ERS.

**Contributions:** Retiree contributions to medical coverage are based on the retiree's hire date as follows:

- Hired before July 1, 2003: Retirees contribute 15% of the premium for individual or family coverage, continuing past age 65.
- Hired between July 1, 2003 & July 1, 2013: Retirees contribute 15% of the premium for individual or family coverage until age 65. No coverage is granted past age 65.
- Hired on/after July 1, 2013: Retirees contribute 25% of the premium for individual or family coverage until age 65. No coverage is granted past age 65.

Surviving spouses may continue coverage at 100% of the individual premium cost.

**Medicare Part B:** The City of Watertown reimburses the full Medicare Part B premium rates to retirees, spouses, and surviving spouses.

**Length of Coverage:** Lifetime for members hired before July 1, 2003. Members hired after July 1, 2003 are covered until age 65.

## SECTION 8: HEALTH CARE REFORM INFORMATION

### Excise “Cadillac” Tax

Beginning in 2020, the Patient Protection and Affordable Care Act (PPACA) imposes a deductible excise tax of 40% on plans exceeding specified dollar thresholds. The excise tax only applies to the portion of the premium that exceeds the thresholds. While the tax will not be imposed until 2020, thresholds set for 2018 under the original version of the PPACA remain in effect and will be indexed beginning in 2018. The 2018 thresholds are as follows:

Coverage	2018 Threshold	Amount Added to Thresholds for Ages 55-64
Individual	\$10,200	\$1,650
Family & All Other Tiers	\$27,500	\$3,450

Thresholds change over time and can be different for each employer

- Thresholds are indexed at general inflation (CPI-U) with an additional 1% trend from 2018 to 2019. CPI-U of 3% was used for this valuation.
- Multi-employer plans can use ‘All Other Tier Coverage’ thresholds for all members.
- The 2018 thresholds are adjusted upwards if Federal Employees Health Benefit Plan (FEHBP) Blue Cross/Blue Shield Standard Benefit rates in 2018 are more than 55% higher than 2010 rates. Since 2012 rates were available at the time of this valuation, we trended these rates to 2018 using our healthcare trend table and compared this trended rate to the FEHBP 2010 rate. We found the trended 2018 rate to be approximately 54.9% higher than the 2010 FEHBP rate and therefor applied no increase to the 2018 thresholds.
- Thresholds can be adjusted upwards if the age/gender characteristics of all employees of that employer would result in a higher cost relative to the national workforce. For example, this may apply to employers with higher than usual populations of police/fire employees; however regulations do not specify whether a different demographic adjustment can be determined for each employer subgroup.
- Regulations do not address retiree-only plans.

**Excise Tax Attribution**

- The excise tax is paid by the plan administrator and is not tax deductible.
- A gross-up factor is also applied to any additional taxable income generated by the administrator by passing costs to plan sponsors.
- No gross-up costs are assumed for this valuation as the plan is self-funded.
- It is assumed that the administrator will pass additional costs to the plan sponsor in the form of higher premium rates.
- It is unclear whether these additional costs will be passed on to retirees through contribution requirements. However, for purposes of this valuation, it was assumed that retirees would contribute a portion of the excess costs at the same rate as the average retiree premium contribution rate.
- It is assumed for this valuation that the excise tax will not have an impact on the liability of the City.

## SECTION 9: GASB OPEB SUMMARY

The Governmental Accounting Standards Board (GASB) issued Statement No. 45 for the recognition and disclosure of municipal employers' (Counties, Cities, Towns, Villages, School Districts, etc.) postemployment benefit plans other than pensions. Postemployment benefits include health care benefits, life insurance benefits, dental insurance benefits, and in some cases unused sick day credits. These benefits arise from an exchange of salaries and benefits for employee services rendered and constitute part of the compensation for those services.

Every Municipal employer will be required to conduct an actuarial analysis and provide a financial disclosure relative to the accrued liabilities of the postemployment benefit plans and the funded status of those liabilities. It is important to note that Statement No. 45 *does not* require the funding of this liability.

### Implementation Dates

#### *Phase 1:*

- Employers with annual revenues which exceed \$100,000,000
- Fiscal years beginning after December 15, 2006

#### *Phase 2:*

- Employers with annual revenues which exceed \$10,000,000, but whose revenues are less than \$100,000,000.00
- Fiscal years beginning after December 15, 2007

#### *Phase 3:*

- Employers with annual revenues which are less than \$10,000,000
- Fiscal years beginning after December 15, 2008

### Valuation Frequency

For financial reporting purposes, a full actuarial valuation should be performed at the following minimum frequency:

- a) Biennially for plans with a total membership of 200 or more
- b) Triennially for plans with a total membership of fewer than 200

## **GASB 45 Terminology**

**Actuarial Present Value of Total Projected Benefits:** Total projected benefits include all benefits estimated to be payable to plan members (retirees and beneficiaries, terminated employees entitled to benefits but not yet receiving them, and current active members) as a result of their service through the valuation date and their expected future service. The actuarial present value of total projected benefits as of the valuation date is the present value of the cost to finance benefits payable in the future, discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment. Expressed another way, it is the amount that would have to be invested on the valuation date so that the amount invested in addition to investment earnings will provide sufficient assets to pay total projected benefits when due.

**Actuarial Accrued Liability (AAL):** The AAL is the portion, as determined by a particular Actuarial Cost Method, of the actuarial present value of the total future benefits based on the employees' service rendered to the measurement date.

**Annual Required Contributions (ARC):** The employer's periodic required contributions to a defined benefit OPEB Plan, calculated in accordance with the parameters.

**Annual OPEB Cost:** An accrual-base measure of the periodic cost of an employer's participation in a defined benefit OPEB plan.

**Net OPEB Obligation:** The cumulative difference since the effective date of this Statement annual OPEB cost and the employer's contributions to the plan, including the OPEB liability (assets) at transition, if any, and excluding (a) short-term differences and (b) unpaid contributions that have been converted to OPEB-related debt.

**Unfunded Actuarial Accrued Liability (UAAL):** The excess of the Actuarial Accrued Liability over the Actuarial Value of Assets. For an unfunded plan the UAAL is equal to the AAL.

**SECTION 10: YEAR-END DISCLOSURE ACCOUNTING INFORMATION**

**City of Watertown - Total**  
**Year-End Disclosures under GASB #45**  
**For the Post-retirement Health Care Benefits Program**

<b>Required Information</b>	<b>FY 2017</b>	<b>FY 2016</b>	<b>FY 2015</b>
Annual required contribution	\$7,151,236	\$7,150,418	\$6,952,705
Interest on net OPEB obligation	687,934	666,243	546,462
Adjustment to annual required contribution	(803,209)	(636,469)	(522,042)
Annual OPEB cost (expense)	<u>7,035,961</u>	<u>7,180,192</u>	<u>6,977,125</u>
Contributions made (expected)	<u>(4,272,683)</u>	<u>(4,181,004)</u>	<u>(3,982,618)</u>
Increase in net OPEB obligation	2,763,278	2,999,188	2,994,507
Net OPEB obligation - beginning of year	<u>19,655,255</u>	<u>16,656,067</u>	<u>13,661,560</u>
Net OPEB obligation - end of year	<u>\$22,418,533</u>	<u>\$19,655,255</u>	<u>\$16,656,067</u>
Annual OPEB Cost	7,035,961	7,180,192	6,977,125
Percentage of Annual OPEB Cost Contributed	60.7%	58.2%	57.1%
Net OPEB Obligation at end of year	22,418,533	19,655,255	16,656,067
<b>Required Supplementary Information</b>			
Actuarial Value of Assets	0	0	0
Actuarial Accrued Liability (AAL)	129,312,602	130,233,084	127,195,942
Unfunded AAL	129,312,602	130,233,084	127,195,942
Funded Ratio	0%	0%	0%
Covered Payroll*	N/A	N/A	18,106,241
UAAL as a Percentage of Covered Payroll*	N/A	N/A	702%
Discount rate at end of year	3.50%	4.00%	4.00%
Expected Return on plan assets	N/A	N/A	N/A
Rate of compensation increase	N/A	N/A	N/A

\* Required disclosure at adoption of standard.

**City of Watertown - Government**  
**Year-End Disclosures under GASB #45**  
**For the Post-retirement Health Care Benefits Program**

<b>Required Information</b>	<b>FY 2017</b>	<b>FY 2016</b>	<b>FY 2015</b>
Annual required contribution	\$6,252,147	\$6,278,123	\$6,111,573
Interest on net OPEB obligation	576,833	560,078	461,284
Adjustment to annual required contribution	<u>(673,491)</u>	<u>(535,049)</u>	<u>(440,671)</u>
Annual OPEB cost (expense)	6,155,489	6,303,152	6,132,186
Contributions made (expected)	<u>(3,878,549)</u>	<u>(3,824,178)</u>	<u>(3,662,353)</u>
Increase in net OPEB obligation	2,276,940	2,478,974	2,469,833
Net OPEB obligation - beginning of year	<u>16,480,937</u>	<u>14,001,963</u>	<u>11,532,130</u>
Net OPEB obligation - end of year	<u><u>\$18,757,877</u></u>	<u><u>\$16,480,937</u></u>	<u><u>\$14,001,963</u></u>
Annual OPEB Cost	6,155,489	6,303,152	6,132,186
Percentage of Annual OPEB Cost Contributed	63.0%	60.7%	59.7%
Net OPEB Obligation at end of year	18,757,877	16,480,937	14,001,963
<b>Required Supplementary Information</b>			
Actuarial Value of Assets	0	0	0
Actuarial Accrued Liability (AAL)	113,426,647	114,873,520	112,365,064
Unfunded AAL	113,426,647	114,873,520	112,365,064
Funded Ratio	0%	0%	0%
Covered Payroll	N/A	N/A	N/A
UAAL as a Percentage of Covered Payroll	N/A	N/A	N/A
Discount rate at end of year	3.50%	4.00%	4.00%
Expected Return on plan assets	N/A	N/A	N/A
Rate of compensation increase	N/A	N/A	N/A

**City of Watertown - Sewer Fund**  
**Year-End Disclosures under GASB #45**  
**For the Post-retirement Health Care Benefits Program**

<b>Required Information</b>	<b>FY 2017</b>	<b>FY 2016</b>	<b>FY 2015</b>
Annual required contribution	\$431,701	\$426,943	\$411,184
Interest on net OPEB obligation	46,880	43,138	32,414
Adjustment to annual required contribution	<u>(54,736)</u>	<u>(41,210)</u>	<u>(30,965)</u>
Annual OPEB cost (expense)	423,845	428,871	412,633
Contributions made (expected)	<u>(197,887)</u>	<u>(167,881)</u>	<u>(144,536)</u>
Increase in net OPEB obligation	225,958	260,990	268,097
Net OPEB obligation - beginning of year	<u>1,339,429</u>	<u>1,078,439</u>	<u>810,342</u>
Net OPEB obligation - end of year	<u><u>\$1,565,387</u></u>	<u><u>\$1,339,429</u></u>	<u><u>\$1,078,439</u></u>
Annual OPEB Cost	423,845	428,871	412,633
Percentage of Annual OPEB Cost Contributed	46.7%	39.1%	35.0%
Net OPEB Obligation at end of year	1,565,387	1,339,429	1,078,439
<b>Required Supplementary Information</b>			
Actuarial Value of Assets	0	0	0
Actuarial Accrued Liability (AAL)	7,596,814	7,488,156	7,217,703
Unfunded AAL	7,596,814	7,488,156	7,217,703
Funded Ratio	0%	0%	0%
Covered Payroll	N/A	N/A	N/A
UAAL as a Percentage of Covered Payroll	N/A	N/A	N/A
Discount rate at end of year	3.50%	4.00%	4.00%
Expected Return on plan assets	N/A	N/A	N/A
Rate of compensation increase	N/A	N/A	N/A

**City of Watertown - Water Fund**  
**Year-End Disclosures under GASB #45**  
**For the Post-retirement Health Care Benefits Program**

<b>Required Information</b>	<b>FY 2017</b>	<b>FY 2016</b>	<b>FY 2015</b>
Annual required contribution	\$467,388	\$445,352	\$429,948
Interest on net OPEB obligation	64,221	63,027	52,764
Adjustment to annual required contribution	<u>(74,982)</u>	<u>(60,210)</u>	<u>(50,406)</u>
Annual OPEB cost (expense)	456,627	448,169	432,306
Contributions made (expected)	<u>(196,247)</u>	<u>(188,945)</u>	<u>(175,729)</u>
Increase in net OPEB obligation	260,380	259,224	256,577
Net OPEB obligation - beginning of year	<u>1,834,889</u>	<u>1,575,665</u>	<u>1,319,088</u>
Net OPEB obligation - end of year	<u><u>\$2,095,269</u></u>	<u><u>\$1,834,889</u></u>	<u><u>\$1,575,665</u></u>
Annual OPEB Cost	456,627	448,169	432,306
Percentage of Annual OPEB Cost Contributed	43.0%	42.2%	40.6%
Net OPEB Obligation at end of year	2,095,269	1,834,889	1,575,665
<b>Required Supplementary Information</b>			
Actuarial Value of Assets	0	0	0
Actuarial Accrued Liability (AAL)	8,289,141	7,871,408	7,613,175
Unfunded AAL	8,289,141	7,871,408	7,613,175
Funded Ratio	0%	0%	0%
Covered Payroll	N/A	N/A	N/A
UAAL as a Percentage of Covered Payroll	N/A	N/A	N/A
Discount rate at end of year	3.50%	4.00%	4.00%
Expected Return on plan assets	N/A	N/A	N/A
Rate of compensation increase	N/A	N/A	N/A

**SECTION 11: DETAILS OF CALCULATIONS**

<b>Calculation of Normal Cost</b>	
Normal Cost	1,666,217
Interest on Normal cost	48,108
<b>Normal cost component</b>	<b>1,714,325</b>

<b>Calculation of Amortization Component</b>	
Actuarial Accrued Liability (AAL)	129,312,602
Actuarial Value of Assets	0
Unfunded Actuarial Accrued Liability (UAAL)	129,312,602
Amortization Method	Level Percent of Payroll
Amortization Period (years)	30.00
Discount Rate	3.50%
Payroll Growth Rate	2.00%
Payroll Growth Adjusted Discount Rate	1.47%
Amortization Factor	24.47092
Annual Amortization	5,284,338
Interest on Amortization Payment	152,573
<b>Amortization Component</b>	<b>5,436,911</b>

<b>Calculation of Annual Required Contribution (ARC)</b>	
Normal Cost Component	1,714,325
Amortization Component	5,436,911
<b>Annual Required Contribution (ARC)</b>	<b>7,151,236</b>

<b>Calculation of Interest on Net OPEB Obligation</b>	
Net OPEB Obligation at end of Prior Year	19,655,255
Discount rate	3.50%
<b>Interest on Net OPEB Obligation</b>	<b>687,934</b>

<b>Calculation of Annual OPEB Cost</b>	
Annual Required Contribution (ARC)	7,151,236
Interest on Net OPEB Obligation	687,934
Adjustment to annual required contribution	(803,209)
<b>Annual OPEB cost (expense)</b>	<b>7,035,961</b>

<b>Calculation of Net OPEB Obligation</b>	
Net OPEB obligation at 07/01/2016	19,655,255
Annual OPEB cost (expense)	7,035,961
Expected Employer Contributions made during year	(4,272,683)
<b>Net OPEB obligation at 06/30/2017</b>	<b>22,418,533</b>

Fiscal Year Ended	06/30/2015	06/30/2016	06/30/2017
Prior Year's Net OPEB Obligation	13,661,560	16,656,067	19,655,255
Annual OPEB cost (expense)	6,977,125	7,180,192	7,035,961
Employer Contributions made during year	(3,982,618)	(4,181,004)	(4,272,683)
<b>Net OPEB Obligation</b>	<b>16,656,067</b>	<b>19,655,255</b>	<b>22,418,533</b>

**SECTION 12: SUPPLEMENTAL SCHEDULE SS-2 - OPEB****Annual OPEB Cost and Net OPEB Obligation**

■ Type of Other Post Employment Benefit Plan (OPEB):	Single Employer Defined Benefit Plan
■ Annual Required Contribution:	\$7,151,236
■ Interest on Net OPEB Obligation:	\$687,934
■ Adjustment to Annual Required Contribution:	\$(803,209)
■ Annual OPEB Expense:	\$7,035,961
■ Less: Actual (Expected) Contribution Made:	\$(4,272,683)
■ Increase in Net OPEB Obligation:	\$2,763,278
■ Net OPEB Obligation – beginning of year:	\$19,655,255
■ Net OPEB Obligation – end of year:	\$22,418,533
■ Percentage of Annual OPEB Cost Contributed:	60.7%

**Funded Status and Funding Process**

■ Actuarial Accrued Liability (AAL):	\$129,312,602
■ Less: Actuarial Value of Plan Assets:	\$0
■ Unfunded Actuarial Accrued Liability:	\$129,312,602
■ Funded Ratio (Actuarial Value of Plan Assets/AAL):	0%
■ Annual Covered Payroll:	N/A
■ UAAL as Percentage of Annual Covered Payroll:	N/A

**Other OPEB Information**

■ Date of Most Recent Actuarial Valuation (mm/dd/yyyy):	09/01/2016
■ Actuarial Method Used:	Entry Age Normal
■ Assumed Rate of Return on Investments Discount Rate:	3.50%
■ Assumed Salary/Payroll Growth Rate:	2.00%
■ Amortization Period of UAAL (in years):	30.00

**ADDENDUM: GASB 45 RESULTS BY LABOR DIVISION**

The following tables display the results of the September 1, 2016 valuation by the City's five labor divisions- CSEA, Fire, IBEW, Management, and Police- and the results broken down by the City's two subdivisions- Sewer and Water. The employees in the Sewer and Water subdivisions are members of the CSEA bargaining unit. Sewer and Water Management are included in the Management bargaining unit and thus are not included in the bottom table.

**City of Watertown**  
**Postretirement Health Care Benefits Program**  
*For Fiscal Year Ending June 30, 2017*  
**Actuarial Accrued Liability and Annual Required Contribution by Division**

Division	Actives	Retirees	Actuarial Accrued Liability	Normal Cost	Amortization Payment	Annual Required Contribution
CSEA	143	108	\$ 40,468,466	\$ 524,475	\$ 1,701,485	\$ 2,225,960
Fire	71	87	\$ 35,654,227	\$ 538,058	\$ 1,499,072	\$ 2,037,130
IBEW	3	0	\$ 1,133,708	\$ 24,813	\$ 47,667	\$ 72,480
Management	37	31	\$ 13,861,083	\$ 133,694	\$ 582,785	\$ 716,479
Police	63	80	\$ 38,195,118	\$ 493,285	\$ 1,605,902	\$ 2,099,187
<b>Total</b>	<b>317</b>	<b>306</b>	<b>\$ 129,312,602</b>	<b>\$ 1,714,325</b>	<b>\$ 5,436,911</b>	<b>\$ 7,151,236</b>

Subdivisions	Actives	Retirees	Actuarial Accrued Liability	Normal Cost	Amortization Payment	Annual Required Contribution
Sewer	27	12	\$ 7,596,814	\$ 112,295	\$ 319,406	\$ 431,701
Water	29	16	\$ 8,289,141	\$ 118,874	\$ 348,514	\$ 467,388

\* These projections are based on the results of the September 01, 2016 valuation using a discount rate of 3.5%.