

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Tuesday, February 17, 2015, 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 - Performance Review of City Manager
- Resolution No. 2 - Performance Review of City Clerk
- Resolution No. 3 - Appointment to the Roswell P. Flower Memorial Library Board of Trustees, Cheryl A. Evans
- Resolution No. 4 - Requesting That New York State Review its Interpretation of the Olmstead Decision as it Relates to Choice of Employment for Persons With Intellectual and Developmental Disabilities
- Resolution No. 5 - Amendment No. 101 to the Management and Management Confidential Pay Plan
- Resolution No. 6 - Authorizing Sale of Real Property, Known as VL-1 Mather Street to Ray Worcester, 152 Winthrop Street, Watertown, New York 13601
- Resolution No. 7 - Approving Agreement of Lease Between the City of Watertown and the Thompson Park Conservancy, Inc.

- Resolution No. 8 - Approving Amendment No. 1 to Agreement No. 30728
Between the City of Watertown and New York State
Energy Research and Development Authority
- Resolution No. 9 - Agreement Between the City of Watertown and the County
of Jefferson, AAA Transportation Program
- Resolution No. 10 - Approving the Project Agreement Between the City of
Watertown and the Development Authority of the North
Country for 2014 Grant Funds From the North Country
HOME Consortium
- Resolution No. 11 - Authorizing Application for US Department of Homeland
Security Staffing for Adequate Fire and Emergency
Response (SAFER) Grant, Fire Department

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

- Tabled Resolution Approving Intergovernmental Agreement
Relative to Dog Control Services With County of Jefferson
- Tabled Resolution Approving Whitewater Park Public Access
Limited Use Agreement with Hole Brothers Holdings, LLC

STAFF REPORTS

1. NYS Financial Restructuring Board Financial Assistance
2. Community Development Block Grant (CDBG) 2014 Annual Action Plan
Amendment Public Hearing
3. Community Development Block Grant (CDBG) 2015 Annual Action Plan
Public Hearing

NEW BUSINESS

EXECUTIVE SESSION

1. Collective Bargaining
2. The proposed acquisition, sale or lease of real property when publicity would
affect the value thereof

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
MARCH 2, 2015.**

Res Nos. 1 and 2

February 11, 2015

To: City Council Members

From: Jeffrey E. Graham, Mayor

Subject: Resolutions of Performance Reviews of City Manager and City Clerk

The Council Members have had an opportunity to review the accomplishments over the past year for the City Manager and City Clerk.

Attached are two resolutions which provide favorable performance reviews for both.

RESOLUTION

Page 1 of 1

Performance Review of City Manager

Introduced by

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.

Total

YEA	NAY

WHEREAS the Charter of the City of Watertown under Title III, Section 20-8 requires a performance review of the City Manager annually with findings adopted by March 1 each year, and

WHEREAS the City Manager, Sharon Addison, has submitted to City Council a list of her accomplishments for the previous year, and

WHEREAS City Council acknowledged the high-energy approach to the job by Ms. Addison and her ability to resolve issues quickly, and

WHEREAS it was determined that the City Manager has demonstrated her management and communication style, and has become an effective leader of the City's workforce, and

WHEREAS the City Manager has been effective at cost containment that led to the substantial reduction of deficit for the City budget, and

WHEREAS City Council shared its observations and suggestions for development and improvement and are confident the City Manager will address these areas,

NOW THEREFORE BE IT RESOLVED that following an assessment and review of the City Manager's duties and performance, we find the City Manager, Sharon Addison, has performed consistent with expectations and did an excellent job in the year.

Seconded by

RESOLUTION

Page 1 of 1

Performance Review of City Clerk

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.

Total

YEA	NAY

Introduced by

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WHEREAS the Charter of the City of Watertown under Title III, Section 20-8 requires a performance review of the City Clerk annually with findings adopted by March 1 each year, and

WHEREAS the City Clerk, Ann M. Saunders, has provided City Council with a summary of her duties and accomplishments for the previous year, and

WHEREAS City Council determined the City Clerk has done an excellent job of carrying out the duties of her office and serving the public, and

WHEREAS the City Clerk has effectively led her staff in a professional and productive way, and

WHEREAS the City Clerk continues to work on improving the use of technology to make her office more efficient,

NOW THEREFORE BE IT RESOLVED that following an assessment and review of the City Clerk's duties and performance, we find the City Clerk, Ann M. Saunders, has performed consistent with expectations and did an excellent job in the year.

Seconded by

Res No. 3

February 11, 2015

To: Members of the City Council

From: Jeffrey E. Graham, Mayor

Subject: Appointment to the Roswell P. Flower Memorial Library Board of Trustees,
Cheryl A. Evans

Recently, Library Board Member Maria Mesires resigned her seat.

I have met with Mrs. Cheryl A. Evans, who is a kindergarten teacher in the South Jefferson Central School District and resident of the City of Watertown, and believe she will be an excellent addition. The new Library Director, Yvonne Reff, has also met with her, as well as Board President Stephen W. Gebo. Attached is her resume.

I respectfully submit Mrs. Cheryl A. Evans and offer her nomination to the City Council at this time to fill the remainder of Ms. Mesires' term. She has a Masters in Education from SUNY Potsdam and also attended Jefferson Community College. Attached is a resolution for Council consideration.

RESOLUTION

Page 1 of 1

Appointment to the Roswell P. Flower Memorial Library Board of Trustees, Cheryl A. Evans

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.
 Total

YEA	NAY

Introduced by

BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby appoints Cheryl A. Evans, 163 Flower Avenue East, Watertown, New York, to the Roswell P. Flower Memorial Library Board of Trustees, to fill the unexpired term of Maria Mesires, which term expires December 31, 2019.

Seconded by

Cheryl A. (Cummings) Evans
163 Flower Avenue East, Watertown, NY 13601
H: (315) 782-6729 e-mail: lcevans@verizon.net

Professional Summary

After serving as a professional educator for more than three decades, I find my life focused on those areas that I am most passionate about. I strongly believe in the importance of a good education and the value of being a lifelong learner. This goes hand in hand with my desire to spread a love of reading. Reading can be a vehicle that can further our education as well as bring us joy and intrinsic rewards. Using these as a guide, I look for volunteer opportunities that match my beliefs.

Experience

Kindergarten Teacher, South Jefferson Central School District

9/1986-present

*Successfully taught New York State required curriculum to heterogeneous group of five and six year olds.
Rated highly effective by New York State Annual Professional Performance Review (APPR). Served on various district and building committees including curriculum review, interviewing, and building management.*

Migrant Teacher, Research Foundation of SUNY

1/1983-6/1984, 9/1985-6/1986

Preschool Teacher, Canton NY Day Care Center

1/1985-7/1985

Education

M.S., Education, State University College of Arts and Sciences, Potsdam, NY (graduation 12/82)
Honors Program: B.A. and M.S. degrees in 4 years

B.A., State University College of Arts and Sciences, Potsdam, NY (graduation 12/82)

Grade Point Average: 3.79

Major: History/Education

Certification: Permanent, Elementary N-6

A.A., Jefferson Community College, Watertown, NY (1980)

Major: Liberal Arts

Volunteer Work and Community Involvement

SUNY Potsdam Alumni Board of Trustees

Mentor in SUNY Potsdam's Women in Leadership Program

First United Methodist Church Board of Trustees

Charter Member Watertown Evening Rotary

Flower Memorial Library Book Club

Awards

2013 Sen. Patty Ritchie Teacher of Excellence Award

2015 SUNY Potsdam Distinguished Service Award

Res No. 4

February 6, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Requesting That New York State Review its Interpretation of the
Olmstead Decision as it Relates to Choice of Employment for Persons
With Intellectual and Developmental Disabilities

At the request of Council Member Butler, the attached resolution is presented for Council consideration to emphasize the importance of this matter to our State and Federal representatives.

RESOLUTION

Page 1 of 2

Requesting That New York State Review its Interpretation of the Olmstead Decision as it Relates to Choice of Employment for Persons With Intellectual and Developmental Disabilities

Introduced by

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.

Total

YEA	NAY

WHEREAS the United States Department of Justice and the Centers for Medicare and Medicaid Services have been working with the various states to ensure that the terms of the 1999 Supreme Court decision Olmstead vs. L.C., which requires that persons with disabilities must be placed in the most integrated settings appropriate to their needs, are enforced, and

WHEREAS New York State believes that sheltered workshops are segregated settings and not appropriate for implementing the Olmstead decision, and

WHEREAS the State of New York has promulgated rules wherein no new individuals may be placed in sheltered workshops and all sheltered workshops will be closed within six years, and

WHEREAS some 8,000 individuals with disabilities are currently employed in sheltered workshops in New York State, and

WHEREAS the State’s plan is to move approximately half of those individuals into minimum wage jobs and the other half into day programs with no employment, and

WHEREAS the individuals in the workshops currently earn less than the minimum wage based on their production capacity under the terms of an exemption in the Fair Labor Standards Act, and

WHEREAS the State does not support paying less than the minimum wage under said exemption, and

WHEREAS the sheltered workshops provide employment to individuals who otherwise could not be employed, and who want to continue to work there, and

WHEREAS the State and Federal Government, by these rules, do not support the choice of these individuals to continue working, even though the Olmstead decision specifically states that depending on the abilities and needs of the individual, such settings are legally acceptable, and

RESOLUTION

Page 2 of 2

Requesting That New York State Review its Interpretation of the Olmstead Decision as it Relates to Choice of Employment for Persons With Intellectual and Developmental Disabilities

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.

Total

YEA	NAY

WHEREAS the City of Watertown strongly supports and advocates for the choices of said individuals and their families to work in sheltered workshops as a way to feel as and be productive citizens, regardless of abilities, and

WHEREAS the City of Watertown believes the elimination of sheltered workshops would be a discriminatory harmful action against disabled individuals,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby requests the State of New York consider that either workshops be allowed as a choice of employment or a model be created that promotes integration in the workshop with the support and resources necessary to make it successful and provides choice for people with disabilities as required by Olmstead, and

BE IT FURTHER RESOLVED that copies of this resolution be provided to the City's State and Federal representatives.

Seconded by

Res No. 5

February 11, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Amendment No. 101 to the Management and Management
Confidential Pay Plan

Attached for City Council consideration is a resolution establishing the salary for the position of Planner.

RESOLUTION

Page 1 of 1

Amendment No. 101 to the Management and Management Confidential Pay Plan

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.

Total

YEA	NAY

Introduced by

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves Amendment No. 101 to the Management and Management Confidential Pay Plan, for the position listed below, as follows:

<u>Position</u>	<u>Salary</u>
Planner	\$42,319

Seconded by

Res No. 6

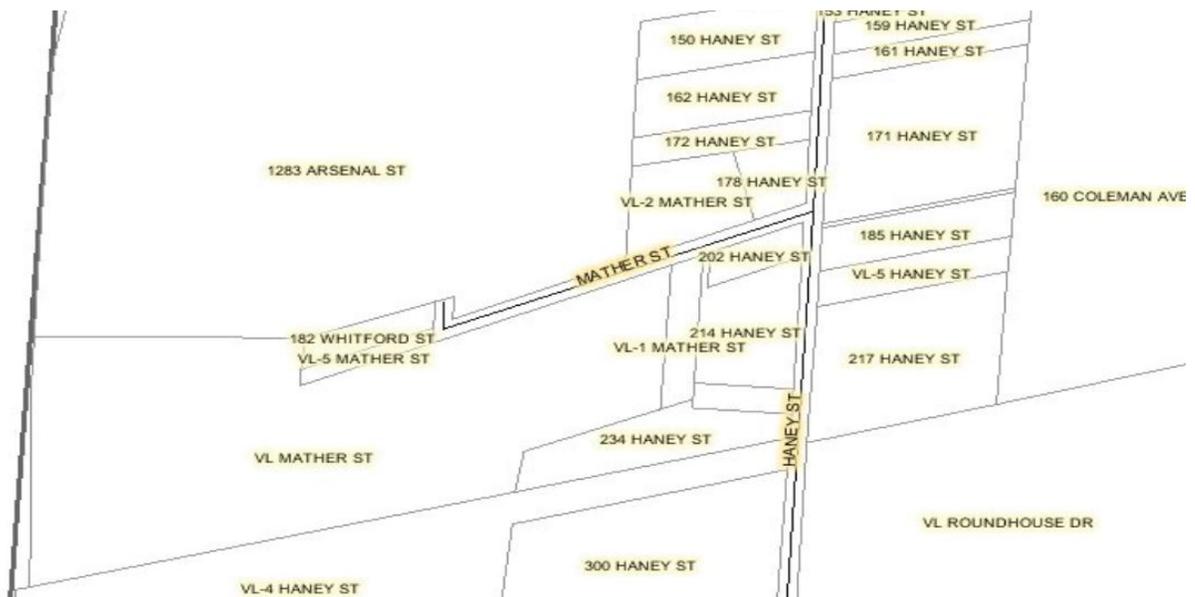
February 3, 2015

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Property Offer – VL-1 Mather Street (Parcel 09-21-102.000)

The City has received the attached letter from Ray Worcester offering \$500 for VL-1 Mather Street. This parcel was included in the recent public property auction held on November 5th and received no bids. The offer price matches the minimum price City Council had set on this parcel for the auction. Mr. Worcester purchased VL Mather Street from the November auction. He has submitted a 10% deposit of \$50.



RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as VL-1 Mather Street to
Ray Worcester, 152 Winthrop Street,
Watertown, New York 13601

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.

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as VL-1 Mather Street, approximately 66' x 330' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 09-21-102.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

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

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$500 submitted by Ray Worcester for the purchase of Parcel No. 09-21-102.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as VL-1 Mather Street to
Ray Worcester, 152 Winthrop Street,
Watertown, New York 13601

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.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed expressly reserving a permanent and perpetual easement for a sanitary sewer main in favor of the City of said real property to Ray Worcester upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by

Mr. James Mills

Members of City Counsel

Jan 14, 2015

I would like to purchase the Parcel Number 09-21-102.000 VL-1 Mather Street that was offered for sale in the November auction for the bid price of \$500.

Enclosed is a 10% deposit of \$50.00.

Thank you for your consideration in this matter.

Ray Worcester

152 Winthrop St.

Watertown, NY 13601

February 11, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Lease Agreement Between the City of Watertown and the Thompson Park Conservancy, Inc.

The Lease Agreement between the Thompson Park Conservancy and the City of Watertown expired December 31, 2014. As the Council is aware, in 1988, the concept of the "Thompson Park Conservancy" grew from a grassroots organization to assume the primary responsibility for a new, habitat based, indigenous species zoo at Thompson Park. During that same year, the City Council voted to allocate \$750,000 to begin construction of a new zoo at Thompson Park.

In the early 1990s, the City of Watertown and the Thompson Park Conservancy, Inc. reached an Agreement for the Lease of property at Thompson Park for the operation of the New York State Zoo. Since that time, the Conservancy has operated a Zoo at Thompson Park for the benefit of the region.

The term of this Agreement is for three years through December 31, 2017. Under the terms of the Agreement, the Conservancy is not required to pay any rent during the term of the Lease, but will serve as the Zoo operator in consideration for said Lease. For the term of this Lease, the Conservancy will continue to have the exclusive right to the concession for the July concert and fireworks held in Thompson Park.

A resolution approving the Lease Agreement has been prepared for City Council consideration.

Approving Agreement of Lease Between the City of Watertown and the Thompson Park Conservancy, Inc.

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.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns the property known as Thompson Park, located in the City of Watertown, and

WHEREAS the Thompson Park Conservancy, Inc. desires to lease certain premises located at Thompson Park for the operation of the Thompson Park Zoo, and the City is willing to lease the same to the Conservancy under the terms and conditions set forth in the attached Agreement of Lease,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement of Lease between the City of Watertown and the Thompson Park Conservancy, Inc., in connection with the operation of the Thompson Park Zoo, a copy of which is attached and made a part of this resolution, and

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

Seconded by

Agreement of Lease

This AGREEMENT OF LEASE (referred to herein as “Lease”) is being made and is intended to be effective as of January 1, 2015, between the City of Watertown with its principal office located at 245 Washington Street, Watertown, New York 13601 (referred to herein as “Lessor” or “City”) and the Thompson Park Conservancy, Inc., with its principal office located at the Administration Building, One Thompson Park, Watertown, New York 13601 (referred to herein as “Tenant”).

INTRODUCTION

WHEREAS the Lessor owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York (referred to herein as the “Park”); and

WHEREAS, the Tenant desires to lease a designated portion of the Park premises located at the Park for the continued operation of the New York State Zoo at Thompson Park (referred to herein as the “Zoo”) and the Lessor desires to lease the same to the Tenant upon the terms and conditions set forth herein; and

WHEREAS the parties recognize that the Zoo has been a valued and integral part of the Park’s history, as well as the history of the City; and

WHEREAS the parties recognize that the Zoo remains a treasured City asset which continually serves and enriches the community through education, recreation, conservation, camaraderie, research, historical perspective, and society; and

WHEREAS the fruitful partnership between the City and Zoo promotes cultural richness and an appreciation for the City community; and

WHEREAS the parties recognize and appreciate the financial and social interdependence among the Zoo, the City, and the Park;

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the Lessor and Tenant agree as follows:

AGREEMENT

Section 1. Premises and Services

- 1.1 Lessor leases to Tenant and Tenant leases from Lessor the premises and appurtenances generally shown in the attached Schedule A (referred to herein as the “Leased Premises”).
- 1.2 As part of this Lease, Lessor grants Tenant the exclusive rights for the sale of food and concession items on the Leased Premises. Lessor agrees that during the term of this Lease no other person, partnership, firm, corporation or other entity shall be granted conflicting rights, licenses or privileges on the Leased Premises. Tenant shall have exclusive rights for the sale of food and concession items at the July Concert and fireworks held in Thompson Park.
- 1.3 Tenant covenants at the expiration or other termination of the Lease to remove its personal property and effects from the Leased Premises and to surrender all buildings, structures, fixtures, and all keys and locks in as good a condition as received by Tenant, ordinary wear and tear excepted.

Section 2. Tenant's Construction

- 2.1 Tenant is given the right to construct improvements to the Leased Premises in furtherance of its mission, provided that it receives pre-approval of its construction from the Lessor and that the construction does not materially interfere with the operation of the Park. The pre-approval shall not be unreasonably withheld or delayed. Tenant shall obtain any required building or similar type permits required in connection with the construction. Tenant will be responsible for all costs associated with improvements constructed by it or under its authority. All construction shall be in compliance with all local, state and federal building codes, and laws and regulations. The Tenant is responsible for submitting both preliminary drawing details and final "as built" drawings of all projects constructed.
- 2.2 Tenant shall be responsible for providing Lessor with final project costs of any improvements to the Leased Premises. Said actual costs shall be provided to Lessor within 30 days of project completion.
- 2.3 All improvements to the Leased Premises made by Tenant with the Lessor's approval shall become the property of Lessor and shall remain with the Leased Premises. Tenant shall annually provide a comprehensive listing of all buildings and structures present on the Leased Premises. If there has been no change since the prior year, "no change" shall be noted. Such listing shall initially be provided within 30-days of signing this Lease.
- 2.4 Tenant shall prepare and provide Lessor with a five year Capital Plan on or before January 1st of each contract year.

Section 3. Term

3.1 The term of this Lease shall be for the period from January 1st, 2015, through December 31, 2017.

Section 4. Rent

4.1 Tenant shall not be obligated to pay any rent during the term of this Lease, but shall serve as the Zoo operator in consideration for this Lease.

Section 5. Services, Utilities, and Facilities.

5.1 Lessor shall furnish the following services to Tenant:

- 1) Structural and mechanical maintenance of the buildings and structures identified for such services at paragraph 6.2 of this Lease. Lessor's obligation extends to the "old" portion of the Zoo's Visitors Center.
- 2) Large area grass cutting (defined to be that which is accomplished by a "riding mower"). Tenant shall be responsible for hand mowing and trimming within the Leased Premises.
- 3) Snow removal of all roads and major visitor walkways within the Leased Premises. It is understood the Lessor will remove snow from Thompson Park before entering the zoo for snow removal.
- 4) Water, sewer, gas and electricity. The Tenant and Lessor shall work cooperatively to reduce/conserves the energy consumed by operations on the Leased Premises.

5.2 Tenant shall furnish the following services at its sole cost:

- 1) Telephone and cable service.
- 2) Trash removal to include animal refuse, and medical/biologic waste. The clean-up of leaves, sticks and other natural debris shall be the responsibility of the Tenant. Tenant is permitted to compost biodegradable materials as permitted by law.
- 3) Emergency Generator

5.3 Tenant is responsible for the operation of the Zoo, including but not limited to engaging, supervising and terminating Tenant's personnel; generally accepted zoo management principles; facility/organizational planning and development; and animal acquisition and care.

Section 6. Repairs and Maintenance

6.0 Lessor and Tenant shall do semi-annual inspections of the leased premises and facilities to identify and document facility needs and upcoming work requirements. Said inspections shall be done in April and September of each year.

6.1 Lessor shall maintain and operate the Park in all respects consistent with generally accepted management practices for Parks of similar size and character, and in accordance with all applicable rules and regulations. In addition, Lessor shall operate, maintain and keep in good repair any and all facilities of the Park, which are necessary or incidental to the operations conducted by Tenant. The Lessor's said duty to operate, maintain and keep in good repair shall include but is not limited to the following:

- 1) Lessor shall maintain and keep in good repair all premises and facilities of the Park unless discontinued by Lessor, including all public restrooms. However, Tenant shall clean and supply the restrooms located on the Leased Premises;
 - 2) Lessor shall keep the Park roadways free year-round from obstructions, including but not limited to the clearing and removal of snow and ice, vegetation, stones and other foreign matter for the safe, convenient and proper use of the Park by Tenant and those using Tenant's services. However, Lessor is not hereby obligated to plow the State Street entrance to the Park; and
 - 3) Lessor shall operate and maintain adequate directional signs within the Park.
- 6.2
- a. Lessor shall maintain the exterior of the buildings and other facilities on the Leased Premises, which are identified as buildings 1, 4, 6, 7, 8,10, on Schedule A, in good condition and repair. Lessor shall also promptly make all necessary repairs to those same buildings' and facilities' equipment (including heating, electrical, sanitary, air conditioning and other systems). Lessor shall maintain the ornamental fencing on the Leased Premises.
 - b. Tenant shall maintain the exterior of all other buildings and facilities on the Leased Premises, which are currently identified as buildings 2, 3, 5, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 24, 25, 26 and 27 on Schedule A, in good condition and repair. Tenant shall also promptly make all necessary repairs to those same buildings' and facilities' equipment (including heating, electrical, emergency generator, sanitary, air conditioning and other systems). Tenant shall be responsible for painting the exterior of buildings 1,4,6,7,8,10 and 11. All subsequently added buildings or facilities are also Tenant's responsibility.
 - c. Tenant shall be responsible for landscaping, exhibit habitat and components, fencing and enclosures on the Leased Premises.

- d. Tenant shall otherwise keep the Leased Premises neat and clean and in such order as the same are in on the Lease commencement date, wear and tear resulting from reasonable use excepted. This shall include all routine maintenance and cleaning on the Leased Premises.

Section 7. Rules and Regulations

- 7.1 Upon written notice by Lessor, Tenant and its agents and employees shall comply with and observe all reasonable rules and regulations concerning the use of the Leased Premises and the Park, which may from time to time be promulgated by Lessor. Said rules and regulations shall not conflict with the terms of this Lease.

Section 8. Assignment and Subletting

- 8.1 Tenant may not assign or transfer this Lease and/or sublet the Leased Premises in whole or in part, including but not limited to the rights granted to Tenant in connection with the operation of the Zoo, without the prior written consent of Lessor, which consent may be withheld. A complete assignment or transfer of this Lease made by Tenant shall release and discharge Tenant from any and all liability under the Lease from the date that Tenant receives Lessor's written consent to the said assignment if the party to which the Lease has been assigned or transferred shall assume all of the liabilities and obligations of Tenant under this Lease.

Section 9. Lessor's Right of Access

- 9.1 Tenant shall permit Lessor or its authorized representatives to enter the Leased Premises during usual business hours (or at any time for the purpose of making emergency repairs, snow removal, or other to perform other necessary maintenance responsibilities outlined herein) to inspect or repair the Leased Premises.

Section 10. Damage to Leased Premises by Fire

- 10.1 If any portion of the Leased Premises, which are identified as buildings 1, 4, 6, 7, 8, 9, 10, 11, 13, 16 and 19 on Schedule A, are materially damaged by fire or other casualty, Lessor may elect to collect upon its own insurance for the same and further elect not to replace the same. In such event, Tenant shall have no claim against Lessor.
- 10.2 If any remaining portion of the Leased Premises are materially damaged by fire or other casualty, Tenant shall diligently proceed to repair or replace the same unless Lessor, by resolution of the City Council, in its sole discretion, waives the same.
- 10.3 Tenant shall be solely responsible for its personal property.
- 10.4 For purposes of this Section 10, “material damage” shall mean damages in an amount exceeding 50% of the structure’s insured value.

Section 11. Insurance and Indemnification.

- 11.1 Recognizing that the Lessor is self-insured for liability issues, during the term of this lease, Tenant shall, at its own cost and expense, maintain and provide general public liability insurance and “Zoo operations” insurance for the benefit and protection of Lessor and Tenant, specifically naming in said policy or policies the Lessor as an additional insured thereunder in the minimum amount of \$1,000,000. The City shall be a certificate holder on all policies of insurance, which certificate shall recite that the City is entitled to at least 30 days notice of insurer’s termination of coverage. Lessor’s additional insured status shall not be limited to vicarious liability only. The public liability policy or certificate thereof shall be delivered to Lessor, together with proof of the payment of the annual premium or premiums, upon the signing of this Lease. Tenant shall deliver to Lessor renewals of such public liability insurance policy, with proof of payment of the premium within twenty (20) days before its expiration date during the term of this Lease.

- 11.2 During the time of this Lease, Tenant shall, at its own cost and expense, maintain and provide fire and casualty insurance designed to replace the structures which are its responsibility on the Leased Premises (replacement cost coverage). Tenant shall also maintain coverage on all structures on any portion of the Leased Premises for damage caused by Tenant's negligence in the stated sum of \$300,000.00. The City shall be a Certificate Holder on each policy of insurance.
- 11.3 Lessor reserves the right to increase the required amount of casualty or general liability insurance in a commercially reasonable manner, from time to time, during the term of this Lease, upon written notice to Tenant.
- 11.4 Tenant hereby indemnifies and holds Lessor harmless of and from any and all liability or claims for injuries to persons or property caused by Tenant's operation of the Zoo or Tenant's use and occupancy of the Leased Premises. This indemnification shall survive the termination or expiration of the term of this Lease.
- 11.5 Lessor hereby indemnifies and holds Tenant harmless of and from any and all liability or claims for injuries to persons or property caused by Lessor's use or operation of the Park. This indemnification shall survive the termination or expiration of the term of this Lease.
- 11.6 Lessor shall be responsible for any underground storage tanks and/or hazardous substances used by Lessor in the Park or located within the Park (except for hazardous substances used or brought into the Park by Tenant), and hereby indemnifies and holds Tenant harmless of and from any and all liability or claims arising from the same.

Section 12. Quiet Enjoyment

12.1 Upon observing and performing all the Lease terms required of Tenant, Tenant shall peaceably and quietly enjoy the Leased Premises without hindrance by Lessor or any party claiming through Lessor.

Section 13. Animal Care and Feeding

13.1 Tenant shall be responsible for all animal care (including veterinary care) and feeding.

13.2 Tenant shall be responsible for recovering any and all Zoo animals, which may, from time to time, stray from the Leased Premises.

13.3 Tenant shall be responsible for correcting, repairing and/or replacing any and all damage to the Park and/or the Leased Premises caused by animals under the Tenant's care, reasonable wear and tear excepted.

13.4 Should the Tenant deem it to be in its best interest to keep animals through the winter, then the Tenant shall be responsible for whatever upgrades are necessary to sufficiently winterize the existing facilities.

Section 14. Governing Law

14.1 This Lease shall be construed and enforced in accordance with the laws of the State of New York.

Section 15. Entire Agreement

15.1 This Lease, including the attachments referred to herein and attached hereto, contains the entire agreement between the parties with regard to the subject matter hereof.

- 17.4 It is understood and agreed by and between the parties hereto that the grant by Lessor to Tenant is a grant of the exclusive right to operate the Zoo.
- 17.5 Tenant shall not open the Zoo to the public at times other than the times during which the Park shall be open to the public without the written permission of the City Manager. Notwithstanding, (a) It is agreed that the Zoo may maintain year-round hours of operation; and (b) a resident Executive Director and the person's family and lawful guests shall have unrestricted access to the residence situate upon the Leased Premises. Lessor and Tenant shall do quarterly inspections of the Directors House to identify and document facility needs and upcoming work requirements. Said inspections shall be performed in January, April, July, and October of each year.
- 17.6 Tenant shall maintain reasonably necessary equipment and supplies for the provision of first aid to the public and its employees.
- 17.7 Tenant shall be responsible for securing all gates to the Zoo upon the closing of the Zoo to the public and hereby acknowledges that the Lessor's employees will not be available to provide this service.
- 17.8 Tenant shall not utilize any buildings or other facilities located within the Park outside of the perimeter of the Leased Premises without the written consent of the City of Watertown.
- 17.9 Tenant shall not have the use of any of Lessor's vehicles or equipment for Tenant's use.
- 17.10 Tenant agrees that its employees shall park their vehicles in such locations as Tenant and Lessor shall reasonably agree upon.
- 17.11 All covenants in this Lease, which are binding upon Tenant, shall be construed to be equally applicable to and binding upon Tenant's agents and employees, and others claiming the right to be in the Leased Premises or the Park through or under Tenant.

- 17.12 All covenants in this Lease, which are binding upon Lessor, shall be construed to be equally applicable to and binding upon Lessor's agents and employees, and others claiming any rights through or under Lessor.
- 17.13 This Lease shall be binding upon and shall insure to the benefit of the parties and their legal representatives, successors and assigns.
- 17.14 In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Tenant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.
- 17.15 This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one (1) instrument.

IN WITNESS WHEREOF, Lessor and Tenant have caused this Lease to be executed by authorized agents to be effective as of the date first above written.

LESSOR:

THE CITY OF WATERTOWN, NEW YORK

BY: Jeffrey E. Graham
ITS: Mayor

LESSEE:

THOMPSON PARK CONSERVANCY, INC.

BY:

ITS: Chairperson

Schedule A

See attached Map



Building ID & Description	
1	- Animal Health Science/Mgt. Lab
2	- Animal Mews
3	- Zoo Maintenance Garage
4	- Director's Residence
5	- Director's Residence Garage
6	- Root Cellar
7	- North Country Nights
8	- Discovery Center/Wildside Cafe
9	- Little Trees Visitor Center
10	- Karl R. Burns Pavilion
11	- Children's Zoo Barn
12	- Bald Eagle Exhibit
13	- Mountain Lion Exhibit
14	- Bobcat Exhibit
15	- Golden Eagle Exhibit
16	- Lynx Exhibit
17	- Butterfly House
18	- Elk Exhibit
19	- Wolf Exhibit
20	- Bear Exhibit
21	- Owl Exhibit
22	- Caribou Exhibit
23	- Phantoms of the Empire State
24	- Fire Tower
25	- Otter Exhibit
26	- Olmsted Pond Overlook
27	- Hay Barn

Maintenance Responsibility	
	City Building/Structure
	Conservancy Building/Structure
	Conservancy Exhibit

1	Information for Conservancy Buildings 26 & 27 was provided.	2/5/15	JAC
Revision:	Description of Revision:	Date:	By:

Project: Thompson Park Zoo Agreement of Lease Between City of Watertown & Thompson Park Conservancy

Title: Schedule A Map of the Zoo

 CITY OF WATERTOWN, NEW YORK
 GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793

Project: Thompson Park Zoo Lease Agreement

Requested By: E. Gardner

Drawn By: J. Carlsson

Date: 2/5/2015

Scale: As Noted

Map Number: 15-01

Approved By:

Date:

Title: Schedule A - Map of the Zoo

Res No. 8

February 11, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Amendment No. 1 to NYSERDA Agreement No. 30728

The City staff successfully applied for the 2012 Regional Economic Development Council Agency for funding to undertake the Sludge Disposal Process Modification Project at the Waste Water Treatment Plant. On December 20, 2012, the City was notified that we had been approved for funding in the amount of \$585,646. On April 1, 2013, City Council approved a Consulting Services Agreement with GHD that included Preliminary Design and Final Design Phase engineering services, including conceptual layout, product marketing, preparation of a Preliminary Design Report, final design and preparation of Contract Documents in the amount of \$638,280.

As detailed in Water Superintendent Michael J. Sligar's attached report, NYSERDA has submitted Amendment No. 1 to their Agreement which enables the City to draw upon the grant already received to help defer the Engineering costs associated with this Phase 1A work. Staff will be available to answer any questions.

RESOLUTION

Page 1 of 2

Approving Amendment No. 1 to Agreement No. 30728 Between the City of Watertown and New York State Energy Research and Development Authority

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.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown applied to the 2012 Regional Economic Development Council for grant assistance through the New York State Energy Research and Development Authority (NYSERDA) for the implementation of the Sludge Disposal Process Modification Project at the Waste Water Treatment Plant (Project), and

WHEREAS on December 20, 2012, the City of Watertown received notice that grant assistance in the amount of \$585,646 had been awarded for the implementation of said Project, and

WHEREAS, the City of Watertown released a Request for Qualifications to select an Engineering Firm to perform a number of tasks associated with the implementation of said Project, selecting GHD Consulting Services, Inc. and

WHEREAS at their Regular Meeting on April 1, 2013, the City Council of the City of Watertown approved a Consulting Services Agreement between GHD Consulting Services, Inc. and the City of Watertown, and

WHEREAS said Consulting Service Agreement included provisions for Preliminary Design and Final Design Phase engineering services, including conceptual layout, product marketing, preparation of a Preliminary Design Report, final design, and preparation of Contract Documents, in the amount of \$638,280, and

WHEREAS said grant award from NYSERDA, combined with the necessary 25% match from the City for the implementation of said Project, is not sufficient to cover the full cost of the project, and as such the scope of the Agreement between the City of Watertown and NYSERDA includes only the planning, design, and permitting services associated with the project, and

RESOLUTION

Page 2 of 2

Approving Amendment No. 1 to Agreement No. 30728 Between the City of Watertown and New York State Energy Research and Development Authority

- 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.

Total

YEA	NAY

WHEREAS NYSERDA has now submitted Amendment No. 1 to Agreement No. 30728,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Amendment No. 1 to Agreement No. 30728 between the City of Watertown and NYSERDA for revision to Exhibit A, attached hereto and made part of this resolution, and

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

Seconded by

January 20, 2015

Mr. Sharon Addison
City of Watertown
245 Washington St., Ste 203
Watertown, NY, 13601-3334

Subject: Amendment No. 1 to Agreement No. 30728

Dear Ms. Addison:

Reference is made to the subject Agreement between us dated December 20, 2012 (the "Agreement"), wherein the following changes are hereby incorporated:

1. Exhibit A, Statement of Work and Milestone Payment Schedule. Delete in their entirety and Substitute the attached Statement of Work and Milestone Payment Schedule revised January 20, 2015.

No other provision of this Agreement is otherwise changed or modified.

The parties hereto do hereby indicate their acceptance of and agreement to the foregoing by causing their duly authorized representatives to execute this Amendment No. 1 in the respective spaces provided below.

CITY OF WATERTOWN

NEW YORK STATE ENERGY RESEARCH AND
DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

By: _____
Cheryl M. Glanton
Director of Contract Management

**EXHIBIT A
STATEMENT OF WORK**

CITY OF WATERTOWN: SLUDGE DISPOSAL PROCESS MODIFICATION PROJECT

Revised: January 20, 2015

Background

The City of Watertown (hereafter, the “Contractor”) received a 2012 Regional Economic Development Council award through NYSERDA Program Opportunity Notice 2571 in the amount of \$585,646 for the implementation of Sludge Disposal Process Modifications (Modifications) to the City’s Water Pollution Control Plant (WWTP). A paraphrased description of the project, taken from the Contractor’s Consolidated Funding Application (CFA), is as follows:

The proposed project is a change in the sludge disposal processes at the Contractor’s WWTP to enable beneficial land application of biomass and the permanent taking out of service of the Plant’s sewage sludge incinerator; including eliminating the auxiliary fuel requirements of the incinerator burner and of hauling the incinerator ash residue to the landfill. As such, anaerobic sludge digestion, and subsequent biogas generation, will be substantially increased; from approximately 7,000 cubic feet per day (CFD) to over 65,000 CFD. This will justify installation of a 125 kW microturbine.

NOTE: The federal requirements of 40 CFR 60, subpart M incorporated by reference in 6 NYCRR 200, apply to sewage sludge incineration units located at wastewater treatment facilities that are designed to treat domestic sewage sludge. These regulations place new economic burdens on the Contractor’s WWTP, which has a sewage sludge incineration process as a principle component of its sludge disposal scheme; as indicated by a previous economic audit. The implementation of the approved monitoring and control equipment and operations thereof, or as an alternative, the permanent closure of the applicable sewage sludge incineration process must be obtained by March 21, 2016.

After receiving notification of the award, the Contractor released a Request for Qualifications (RFQ) to select an engineering firm to perform the planning, design and permitting work associated with the Modifications. GHD Consulting Services, Inc. (GHD) was selected to perform the work and an agreement for \$638,280, payable to GHD, was signed between both parties. The Contractor has divided the project into Phases 1A and 1B; and is moving forward with Phase 1A of the project at this time. Phase 1A has an estimated cost of \$2.8M, and includes the following work:

Decommissioning of the sludge incineration system;

Installation of a new heating system for the sludge disposal building;

Replacement of the existing belt conveyor installed for conveying dewatered sludge from the plate and frame filter presses to an outdoor sludge truck loading station;

Recommissioning of existing anaerobic digesters number one, two and three, which until Phase 1B is completed, will process the entire solids flow stream;

Construction of a biosolids storage facility for seasonal storage of biosolids prior to disposal.

The Contractor shall be responsible for performing all of the work described herein either directly or through its subcontractor(s). Mr. Michael Sligar shall serve as the Contractor's Project Manager. Regardless of any subcontracting or teaming arrangements the Contractor is solely responsible for the completion of all work in this Statement of Work.

Preliminary Design Phase

Task 1 - Project Kick-Off Meeting

The Contractor shall convene a project kick-off meeting to which the NYSERDA Project Manager and relevant parties are invited.

Task 1 Deliverable: Minutes of Project Kick-off Meeting submitted to the NYSERDA Project Manager.

Task 2 - Data Collection and Review

The Contractor shall collect existing data with regard to sludge quantity and characteristics, digester gas, sources of outside waste, utility agreements, utility bills, and other information required to prepare the Preliminary Design Report.

Task 2 Deliverable: Progress report summarizing findings of Data Collection and Review submitted to the NYSERDA Project Manager.

Task 3 - Identification and Evaluation of Alternatives

The Contractor shall develop a list of technologies capable of meeting the goals of the project including: anaerobic digester modifications; methane gas conversion to usable mechanical energy; and retirement/cessation of sludge incineration operations.

- Anaerobic Digester Modifications - Thermophilic digestion alternatives will be assessed primarily, but alternatives such as pasteurization and thermal hydrolysis will also be considered. The potential of using mechanical gravity deck thickener, centrifuge, or screw press for waste activated sludge (WAS) thickening will also be assessed; as will improvements to the existing perth gas mixing system.
- Methane Gas Conversion to Usable Mechanical Energy - Alternative gas scrubbing and prime mover technologies will be assessed; as will systems within the facilities that could beneficially employ the mechanical energy produced (e.g., raw wastewater pumps, trickling filter pumps and activated sludge aeration blowers).
- Retirement/Cessation of Sludge Incineration Operations - Various procedures for retiring the equipment (and associated costs) will be assessed; as will re-establishing the heating system for the sludge disposal building.

Once the list has been developed, the Contractor shall screen the alternatives based on the following, as appropriate:

1. Ability to reliably produce Class A biosolids
2. Digester gas/energy production
3. Ease of modification (cost) to existing facilities
4. Cost effectiveness
5. Operability
6. History of full scale operation in U.S.

The Contractor shall then perform an analysis that considers capital costs and operation/maintenance costs, compared in a 20 year present worth analysis. Ultimately, the Contractor shall select the most cost-effective, reliable technology(ies) capable of meeting the project goals.

Task 3 Deliverable: Progress report summarizing findings of Alternatives Evaluation submitted to the NYSERDA Project Manager.

Task 4 - Basis of Design

Following the detailed evaluation of alternatives and selection of the recommended process improvements, the Contractor shall prepare a recommended Basis of Design. The Basis of Design shall include a summary of sizing criteria for the recommended facilities and also a summary of the existing digester tanks, pumps, piping, recirculation systems, mixing systems, boilers, heat exchangers, gas conversion with appropriate mechanical system's adaptation, and related equipment and systems. The Contractor shall also:

1. Complete an energy balance to determine design quantities of digester gas production, energy conversion, and heat recovery;
2. Prepare a process schematic to illustrate new equipment and piping, as well as modifications to existing equipment and piping; and
3. Update the estimated cost of the total project.

Task 4 Deliverable: Progress report summarizing the Basis of Design submitted to the NYSERDA Project Manager.

Task 5 - Biosolids Reuse Marketing Analysis

Contracted Land Application: The Contractor shall evaluate current biosolids analytical data including nutrients, heavy metals and other required parameters, and compare these to the classification requirements of the treated biosolids product (Class A vs. Class B). The Contractor shall interview local, regional, and national land application companies to determine a realistic contracted land application cost (on a per wet ton basis) for the biosolids. The Contractor shall establish a range of biosolids distribution costs (on a per ton and annual basis).

In-House Land Application: The Contractor shall complete demographic research within the agricultural and horticultural industries, as well as potential soil reclamation projects at, on or near sandy surface soils in the Greater Fort Drum area, from which a list of potential biosolids end users will be developed. The Contractor shall develop the projected costs of an in-house land application program based on projected land access, staffing and equipment requirements, and similar programs developed elsewhere.

Task 5 Deliverable: Progress report summarizing findings of Biosolids Reuse Marketing Analysis submitted to the NYSERDA Project Manager.

Task 6 - Project Funding

The Contractor shall pursue appropriate funding opportunities, including low interest loans through the New York State Revolving Fund, for installing and commissioning the Modifications.

Task 6 Deliverable: Progress report summarizing funding opportunities identified for installing and commissioning the Modifications submitted to the NYSERDA Project Manager.

Task 7 – Permitting Requirements

The Contractor shall summarize the New York State and federal permit requirements as required for implementing the project including State Environmental Quality Review Act (SEQRA) State Pollutant Discharge Elimination System (SPDES) permit modifications for the recommended solids treatment revisions, United State Environmental Protection Agency (USEPA) sewage disposal modifications for the change from incineration to thermophilic anaerobic digestion (TAD), and generation of a Class A biosolids and the permitting associated with beneficial reuse of Class A biosolids material. The Contractor shall submit drafts of the permit applications to the New York State Department of Environmental Conservation (NYSDEC) and federal agencies as appropriate.

Task 7 Deliverable: Progress report summarizing permitting requirements and confirming submittal of draft permits to appropriate agencies, submitted to the NYSERDA Project Manager.

Task 8 - Preliminary Design Report

Following completion of Tasks 1 through 7, the Contractor shall prepare a Preliminary Design Report which summarizes all the findings associated with data collection and review, proposed basis of design, biosolids reuse and marketing analysis. The Preliminary Design Report shall also include a summary of capital construction costs, annual operation and maintenance costs, electrical expenses that are offset, cost savings with the discontinuance of sludge incineration operations, and biosolids reuse revenue. The operation and maintenance costs will include those associated with the anaerobic digestion process, as well as the gas recovery, gas treatment, conversion to mechanical energy and mechanical systems utilization facilities.

Task 8 Deliverable: Progress report summarizing salient findings of Preliminary Design Report submitted to the NYSERDA Project Manager.

Final Design and Construction Phase

Task 9 – Final Drawings and Specifications

The Contractor shall prepare Drawings and Specifications for review and comment at the 30 percent, 60 percent and 95 percent design completion points. Ultimately, the Contractor shall develop Final (100%) Drawings and Specifications. The scope of the Drawings and Specifications shall include:

- a. Decommissioning of the sludge incineration system;
- b. Installation of a new heating system for the sludge disposal building;
- c. Replacement of the existing belt conveyor installed for conveying dewatered sludge from the plate and frame filter presses to an outdoor sludge truck loading station;
- d. Recommissioning of existing anaerobic digesters number one, two and three, which until Phase 1B is completed, will process the entire solids flow stream; and
- e. Construction of a biosolids storage facility for seasonal storage of biosolids prior to disposal.

Task 9 Deliverables: Progress reports summarizing status of 30 percent, 60 percent and 95 percent design completion points; as well as Final (100%) Drawings and Specifications submitted to the NYSERDA Project Manager.

Task 10 – Lead, Asbestos and Polychlorinated Biphenyl (PCB) Testing and Abatement

The Contractor shall prepare a test report and contract specifications for removing and disposing of lead, asbestos and PCBs, as applicable.

Task 10 Deliverable: Progress report summarizing findings of test report and status of contract specifications for removing and disposing of lead, asbestos and PCBs, as applicable, submitted to the NYSERDA Project Manager.

Task 11 – State Environmental Quality Review Act (SEQRA) SPDES Permit Modification

The Contractor shall submit the final State Environmental Quality Review Act (SEQRA) SPDES permit modification to the NYSDEC.

Task 11 Deliverable: Progress report confirming submittal of final SEQRA SPDES Permit Modification (to NYSDEC) submitted to the NYSERDA Project Manager.

Task 12 – Permitting

The Contractor shall submit the final NYSDEC Part 360 and USEPA Part 503 Permits to the appropriate agencies.

Task 12 Deliverables: Progress report confirming submittal of final NYSDEC Part 360 and USEPA Part 503 permits (to appropriate agencies) submitted to the NYSERDA Project Manager.

Task 13 – Biosolids Disposal Contract

The Contractor shall prepare the required documentation associated with the Biosolids Disposal Contract.

Task 13 Deliverable: Progress report summarizing status of Biosolids Disposal Contract to NYSERDA Project Manager.

Task 14 - Annual Metrics Reporting

On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated benefits that are realized by the project. The Contractor shall provide metrics in accordance with the Attachment A-1 Information Dissemination Reporting Form.

Task 14 Deliverable: Annual metrics reports

Task 15 – Bidding Phase

The Contractor shall complete the Bidding Phase of the project, including advertisement, preparation of addendum, bid opening and award of construction contracts.

Task 15 Deliverable: Summary of received bids and letter of recommended award of contract submitted to the NYSERDA Project Manager.

Task 16 – Construction Administration

The Contractor shall complete construction administration for the construction of the project, including response to requests for information, preparation of change orders, review of shop drawings and submittals, periodic meetings, and review of payment applications.

Task 16 Deliverable: Notice to Proceed and Notice of Substantial Completion of Construction submitted to the NYSERDA Project Manager.

Task 17 – Resident Representative

The Contractor shall provide an onsite project representative for observation of construction progress and conformance to Contract Documents.

Task 17 Deliverable: Quarterly Construction Progress Meeting minutes submitted to the NYSERDA Project Manager.

**CITY OF WATERTOWN: SLUDGE DISPOSAL PROCESS MODIFICATION PROJECT
MILESTONE PAYMENT SCHEDULE (Revised: January 20, 2015)**

Preliminary Design Phase	NYSERDA Share	Local Share	Total Amount	Payment Date
Task 1 – Project Kick-Off Meeting	\$12,754	\$1,146	\$13,900	June 2013
<ul style="list-style-type: none"> Final payment for this task will be made upon final submission of minutes of project kick-off meeting to the NYSERDA Project Manager. 				
Task 2 – Data Collection and Review	\$10,432	\$938	\$11,370	July 2013
<ul style="list-style-type: none"> Final payment for this task will be made upon final submission of progress report summarizing the findings of the data collection and review task to the NYSERDA Project Manager. 				
Task 3 – Identification and Evaluation of Alternatives	\$57,208	\$5,142	\$62,350	July 2013
<ul style="list-style-type: none"> Final payment for this task will be made upon final submission of progress report summarizing the findings of the alternatives evaluation task to the NYSERDA Project Manager. 				
Task 4 – Basis of Design	\$14,084	\$1,266	\$15,350	August 2013
<ul style="list-style-type: none"> Final payment for this task will be made upon final submission of progress report summarizing the basis of design task to the NYSERDA Project Manager 				
Task 5 – Biosolids Reuse Marketing Analysis	\$24,241	\$2,179	\$26,420	August 2013
<ul style="list-style-type: none"> Final payment for this task will be made upon final submission of progress report summarizing the findings of the biosolids reuse marketing analysis to the NYSERDA Project Manager. 				
Task 6 – Project Funding	\$7,580	\$680	\$8,260	Sept 2013
<ul style="list-style-type: none"> Final payment for this task will be made upon final submission of progress report summarizing the project funding opportunities identified for installing and commissioning the Modifications submitted to the NYSERDA Project Manager. 				
Task 7 – Permitting Requirements	\$4,707	\$423	\$5,130	Sept 2013
<ul style="list-style-type: none"> Final payment for this task will be made upon submission of progress report summarizing permitting requirements and confirming submittal of draft permit applications (to appropriate agencies) to the NYSERDA Project Manager. 				
Task 8 – Preliminary Design Report	\$16,057	\$1,443	\$17,500	Sept 2013
<ul style="list-style-type: none"> Final payment for this task will be made upon final submission of progress report summarizing the salient findings of the preliminary design report to the NYSERDA Project Manager. 				
Total Preliminary Design Phase	\$147,063	\$13,217	\$160,280	

Final Design Phase

Task 9 – Final Drawings and Specifications

• Payment for this task will be made in partial payments upon submission of progress reports summarizing status of: 30%, 60% and 95% design completion points; as well as Final (100%) Drawings and Specifications to the NYSERDA Project Manager.	<u>% Complete</u>				
	30	\$57,034	\$5,126	\$62,160	Feb 2015
	60	\$57,034	\$5,126	\$62,160	March 2015
	90	\$57,034	\$5,126	\$62,160	April 2015
	100	\$19,195	\$1,709	\$20,720	May 2015

Task 10 – Lead, Asbestos and PCB Testing and Abatement

• Payment for this task will be made in partial payments upon submission of progress reports summarizing status of the following to the NYSERDA Project Manager:					
-Lead Asbestos and PCB Test Report		\$5,322	\$478	\$5,800	Feb 2015
-Lead Asbestos and PCB Abatement Design		\$5,322	\$478	\$5,800	April 2015

Task 11 – Final SEQRA SPDES Permit Modification Submittal

• Final payment for this task will be made upon submission of a progress report confirming submittal of final SEQRA SPDES permit modification (to NYSDEC) to the NYSERDA Project Manager.		\$5,046	\$454	\$5,500	May 2015
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Task 12 – Permitting

• Final payment for this task will be made upon submission of a progress report confirming submittal of final NYS Part 360 and USEPA Part 503 permit applications (to appropriate agencies) to the NYSERDA Project Manager.		\$9,726	\$874	\$10,600	May 2015
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Task 13 – Biosolids Disposal Contract Assistance

• Final payment for this task will be made upon submission of progress report summarizing the status of the biosolids disposal contract to the NYSERDA Project Manager.		\$4,771	\$429	\$5,200	April 2016
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Task 14 – Annual Metrics Reporting

• Final payment shall be made upon submission of final annual meetings report		\$0	\$0	\$0	As Required
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Total Final Design Phase		\$220,484	\$19,816	\$240,300	
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Bidding Phase

Task 15 – Bidding Phase

• Final payment will be made upon submission of executed construction contract agreements		\$19,544	\$1,756	\$21,300	Sept 2015
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Total Bidding Phase		\$19,544	\$1,756	\$21,300	
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Construction Phase

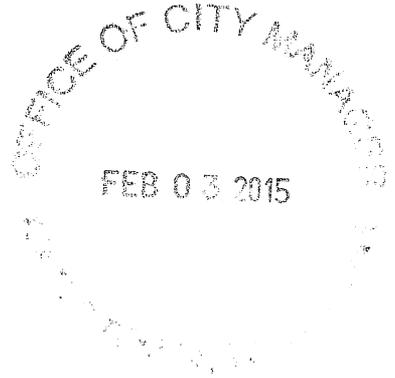
Task 16 – Construction Administration	\$65,512	\$5,888	\$71,400	May 2016
<ul style="list-style-type: none"> Final payment will be made upon issue of Notice of Substantial Completion of Construction 				
Task 17- Resident Representative				
<ul style="list-style-type: none"> Final payment will be made upon issue of Notice of Substantial Completion of Construction 	\$133,043	\$11,957	\$145,000	May 2016
Subtotal Construction Phase	\$198,555	\$17,845	\$216,400	

Construction

Phase 1A	\$0	\$2,070,000	\$2,070,000
Contingency	\$0	\$500,000	\$500,000
Total Construction	\$0	\$2,570,000	\$2,570,000
TOTAL PROJECT	\$585,646	\$2,622,634	\$3,208,280

The Contractor may not alter the distribution of compensation between individual tasks unless a formal modification to this Agreement is executed which will depend on approval by the NYSERDA Project Manager. All invoices submitted for payment from the Contractor must include evidence of the cost-share described above in order to qualify for the associated milestone payment.

January 27, 2015



Mr. Sharon Addison
City of Watertown
245 Washington St., Ste 203
Watertown, NY, 13601-3334

Subject: Amendment No. 1 to Agreement No. 30728

Dear Mr. Timbario:

I have enclosed two copies of the subject Amendment for your review. If acceptable please sign, and return both copies to the Albany address below (attn: Thomas Rood). Upon receipt, the Amendment will be signed by NYSERDA and a fully-executed (original) Amendment will be returned to you.

I request that you return the signed Amendments within 30 days of receipt. After 30 days, NYSERDA may elect to rescind the award and reallocate the funding to other NYSERDA projects.

If you have any questions or comments, or if you are unable to complete your review within 30 days, please contact me at (518) 862-1090, extension 3621 or thomas.rood@nysesda.ny.gov. Any Statement of Work questions, please contact the Project Manager, Kathleen O'Connor at (518) 862-1090 extension 3422 or kathleen.oconnor@nysesda.ny.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "T M Rood".

Thomas M. Rood
Contract Administrator

Enclosures

cc: File



Michael J. Sligar
Superintendent

Julie Bailey
Principal Account Clerk

Water Department City of Watertown, New York

Municipal Building, Suite 202
245 Washington Street
Watertown, New York 13601

Phone: (315) 785-7757
Fax: (315) 785-7738
Email: mjligar@watertown-ny.gov

Aaron T. Harvill
Chief Plant Operator
Water Treatment

R. Mark Crandall
Chief Plant Operator
Wastewater Trmt

Kevin Patchen
Supervisor
Water Distribution

Date: February 5, 2015
To: Sharon Addison, City Manager
From: Michael J. Sligar, Superintendent of Water *mjligar*
Subject: **NYSERDA Amendment No. 1 to Agreement No. 30728**

In CY 2012, the City applied for and received a NYSERDA Grant for \$585,646 for the Modification to the Sludge Disposal Operations at the City's Wastewater Treatment Plant (the WWTP). The project is an ambitious program that enables the discontinuance of sewage sludge incineration, the installation of significant capital improvements that would enable the generation of and subsequent overland disposal of a "Class A" Bio-solid, with the first step in the program the proper preliminary study, scoping and estimating costs for such a program. Tasks for this work are more specifically delineated as "Task 1 through Task 8" in the attached **EXHIBIT A, STATEMENT OF WORK**. The project, from its conception, has been presented to the City Council as needed work that could not proceed without significant assistance in the form of grants being successfully obtained to offset the expense of the project. A driving force for the project is the requirement mandated by the Regulatory Agencies to either discontinue incineration operations at the WWTP by CY 2016 or embrace a capital improvement program to upgrade incineration operations and install continuous more comprehensive emission monitoring. The City has elected to discontinue the current operation and invest the capital in more favorable environmental impacting solutions (given the stress of today's environment).

In the CFA 2013 grant cycle, NYSERDA (among others) sought applications that seemed directly targeted for projects such as ours. Grants of up to \$5,000,000 were to be considered. Our reaction was to further define our long term plan into phases, with Phase One presenting an \$8,000,000 component leaving the City still in a position of needing to come up with the differential costs. The Contract that has been entered between NYSERDA and the City was tailored against this particular phasing with the money that was awarded to cover the preparation of final design documents and specifications to enable a bid process to proceed. The project still could not proceed without successfully locating financial assistance via grants. Our CFA was not accepted in CY 2013 not because of its applicability in

addressing the overall goals of NY State Programs, but rather, because a better distribution of funding was enabled by restricting grants to amounts considerably smaller. The CY 2014 CFA round by its targeted focus excluded our project from even qualifying.

The project has been further refined by identifying a Phase 1A that forwards a proposal that merely enables the discontinuance of incineration (to meet our CY 2016 Regulatory goal) and enables positive impacts upon adverse greenhouse emissions (meeting further regulatory goals) and would render the operations and maintenance costs of the WWTP nearly neutral. The Phase 1A is projected to cost \$2.8 million at this point. The Statement of Work is modified to carry the Phase 1A work through design, bidding and construction assistance needed to implement the project. It does not have sufficient funds to cover the construction and startup costs (the \$2.8 million). This Amendment No. 1 to the Agreement No. 30728 enables the City to draw upon the grant already received to help defer the Engineering costs associated with this Phase 1A work.

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program

The New York State Office for the Aging has agreed to provide State and Federal funds to the County of Jefferson to furnish specified transportation services to certain elderly residents within the County of Jefferson. The County has asked the City to assist them by providing this transportation service for the seniors within the CitiBus service area.

Attached for City Council consideration is an Agreement between the City of Watertown and the County of Jefferson, acting through the Jefferson County Office for the Aging. Under the terms of this Agreement, the City will provide transportation services, through our CitiBus program to residents of Jefferson County who are sixty years of age or older to enable them to access and receive health, welfare and nutrition services. The Agreement is for the term October 1, 2014 to March 31, 2015, at a cost not-to-exceed \$5,600.00.

A resolution approving the Agreement between the City of Watertown and the County of Jefferson, acting through the Jefferson County Office for the Aging, has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program

Introduced by

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.

Total

YEA	NAY

WHEREAS the New York State Office for the Aging has agreed to provide State and Federal funds to the County of Jefferson to furnish specified transportation services to certain elderly residents within the County of Jefferson, and

WHEREAS Jefferson County, acting through the Jefferson County Office for the Aging, wishes to enter into an Agreement with the City of Watertown to provide this service within the Citibus service area, and

WHEREAS the Agreement is to provide transportation services, through our CitiBus program, to residents of Jefferson County who are sixty years of age or older to enable them to access and receive health, welfare and nutrition services, and

WHEREAS the term of this Agreement is from October 1, 2014 through March 31, 2015, at a cost not-to-exceed \$5,600.00,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Agreement between the City of Watertown and Jefferson County, acting through the Jefferson County Office for the Aging, 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 execute the Agreement on behalf of the City of Watertown.

Seconded by

AGREEMENT

This Agreement, made the ____ day of _____, 2015, by and between

THE COUNTY OF JEFFERSON, a municipal corporation of the State of New York, with principal offices located at 195 Arsenal Street, Watertown, New York 13601 (hereinafter referred to as "**COUNTY**"), acting through the Jefferson Office for the Aging, (hereinafter referred to as "**OFA**"),

- and -

THE CITY OF WATERTOWN, a municipal corporation of the State of New York with a principal place of business located at 245 Washington Street, Watertown, New York 13601 (hereinafter referred to as "**CONTRACTOR**") (COUNTY and CONTRACTOR are hereinafter collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, New York State Office for Aging has agreed to provide State and Federal funds to COUNTY from certain grant programs pursuant to Section 541 of the Executive Law of the State of New York; New York State and any amendments thereto; and

WHEREAS, OFA is charged with the responsibility of administering the AAA Transportation Program in the County of Jefferson, State of New York; and

WHEREAS, COUNTY desires to contract with CONTRACTOR for the furnishing of specified transportation services to certain elderly residents within the County of Jefferson; and

WHEREAS, CONTRACTOR is able to and desires to provide the aforesaid services to COUNTY,

NOW, THEREFORE, In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings indicated:

NYSOFA	The New York State Office for the Aging.
PARTICIPANT	A resident the County of Jefferson New York who is sixty years of age or older and who is otherwise eligible to receive services under Title III of the Older Americans Act as amended, or under Section 541 of the New York Executive Law.
SERVICES	The provision of transportation and escort services within CONTRACTORS existing service area to PARTICIPANTS who require transportation to enable them to access and receive health, welfare and nutrition services.

References in this Agreement to the singular shall be deemed to include the plural; references to the male gender shall be deemed to include the female gender; and references to an individual shall be deemed to include other legal entities where the context so indicates.

SECTION 2. TERM OF AGREEMENT

This Agreement shall take effect on October 1, 2014, and is for the period of October 1, 2014 through and including March 31, 2015.

SECTION 3. TERMINATION

This Agreement may be terminated by either party at any time upon thirty (30) day written notice to the other party. Said thirty (30) day period shall commence on the date such notice is actually received by the other party.

SECTION 4. CONTRACTOR REPRESENTATIONS AND ACKNOWLEDGMENTS

CONTRACTOR represents that it is fully licensed (to the extent required by law), experienced and properly qualified to perform the SERVICES as provided under this Agreement and that it is properly permitted, staffed, trained, equipped, organized and financed to perform such SERVICES.

CONTRACTOR hereby acknowledges that it is aware that COUNTY will rely upon the accuracy of information supplied by CONTRACTOR pursuant to this Agreement in submitting claims for reimbursement from government sources. CONTRACTOR also acknowledges that it is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. CONTRACTOR shall be responsible for any monetary fine, penalty or sanction imposed upon COUNTY, its officers, employees and agents as a consequence of the use by COUNTY of false information submitted to the COUNTY by CONTRACTOR, unless it is shown the COUNTY had actual prior knowledge of the falsity of such information.

CONTRACTOR represents that it is not a sectarian organization and does not have as one of its purposes the advancement of a particular religion. CONTRACTOR further represents and promises that funds received pursuant to this Agreement shall not be utilized for sectarian purposes and CONTRACTOR shall not engage in the promotion or advancement of any particular religious practices during the performance of its duties under this Agreement.

SECTION 5. GENERAL STATEMENT OF SERVICES AND RESPONSIBILITIES

CONTRACTOR shall provide all necessary and appropriate facilities, personnel, equipment, and supplies, including, but not limited to licensed drivers (operating and supervisory), insurance, fuel and oil, to render SERVICES to PARTICIPANTS.

SECTION 6. RECORD KEEPING; AUDIT AND INSPECTION

CONTRACTOR agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by COUNTY. CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by COUNTY through the Office for Aging and duly authorized by the State Office for Aging.

CONTRACTOR agrees to maintain program and statistical records and to produce program narrative and statistical data at times as prescribed by, and on forms furnished by OFA. Upon reasonable request,

CONTRACTOR shall provide COUNTY, NYSOFA and/or the United States government with other reports concerning SERVICES provided pursuant to this Agreement.

CONTRACTOR agrees to retain all books, records, and other documents relevant to this agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by COUNTY shall have full access to and the right to examine any of said materials during said period.

CONTRACTOR shall have its premises open for inspection by officials of OFA and/or COUNTY, State of New York, and/or the United States Government at any time during normal business hours.

SECTION 7. GRIEVANCE PROCEDURES

Should PARTICIPANTS, family members or care givers, express dissatisfaction with or be denied SERVICES, CONTRACTOR shall immediately undertake to informally resolve the complaint. Should any such matter not be satisfactorily resolved, CONTRACTOR shall notify the individual of his right to file a formal written grievance in accordance with OFA's Grievance Procedures, which are outlined in **Appendix "A"** and which by this reference are made a part of this Agreement. CONTRACTOR shall post the Grievance Procedures in a prominent location at the SERVICE delivery site. All staff of CONTRACTOR providing SERVICES are to be instructed concerning these grievance procedures and must verbally inform unsatisfied PARTICIPANTS, family members or care givers of their right to file a grievance.

SECTION 8. COMPLIANCE WITH ALL LAWS

The CONTRACTOR agrees that during the performance its obligations required pursuant to this Agreement, CONTRACTOR and all officers, employees, agents or representatives working under CONTRACTOR'S direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations applicable to the SERVICES and this Agreement, and including, but not limited to, compliance with all laws and other legal obligations outlined in **Appendix "B"** which is attached hereto and made a part of this Agreement.

SECTION 9. FINANCIAL ARRANGEMENTS

COUNTY shall pay CONTRACTOR in full satisfaction for SERVICES rendered in accordance with this Agreement the sum, not to exceed FIVE THOUSAND, SIX HUNDRED DOLLARS (\$5,600.00) for the entire period of the Agreement. PARTICIPANT contributions are projected to be TWO THOUSAND, FIVE HUNDRED AND 50/100 DOLLARS (\$2,500.50). The total value of the Agreement shall not exceed EIGHT THOUSAND, ONE HUNDRED AND 50/100 DOLLARS (\$8,100.50) for the entire period of the Agreement. CONTRACTOR shall submit a claims for SERVICES rendered for each month as soon as practicable following the conclusion of that month. Any claims submitted after said tenth day of the month for payment for SERVICES for the prior month may be held by COUNTY for payment with the subsequent month's claim. Each claim shall be accompanied by: (A) a listing of PARTICIPANTS who were actually provided with SERVICES by CONTRACTOR in the given month with reference to the number of one-way trips provided to each PARTICIPANT; and (B) and a monthly listing of the amount of contributions received from all PARTICIPANTS.

CONTRACTOR agrees to notify PARTICIPANTS of the opportunity to contribute towards the cost of SERVICES in accordance with to a suggested contribution schedule supplied by OFA. SERVICES provided to PARTICIPANTS shall not be adversely affected by a failure to contribute to all or part of the cost of SERVICES.

CONTRACTOR agrees not to request payment for, or to receive payment for services which are not rendered in compliance with this Agreement.

SECTION 10. CONTRACT DEEMED EXECUTORY

This Agreement shall be deemed executory only to the extent of funds appropriated by the Jefferson

County Board of Legislators and or the governments of the State of New York and the United States and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public employee or officer creates any legal, moral or equitable obligation on the part of the COUNTY to request, appropriate or make additional funds available for the purposes of this Agreement.

SECTION 11. ASSIGNMENT; SUBCONTRACTING

CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, unless the previous written consent of COUNTY has first been obtained. Any attempted or purported assignment without such prior written consent shall be void. The provisions of this clause shall not hinder, prevent, or affect any assignment by CONTRACTOR for the benefit of its creditors made pursuant to the Laws of the State of New York.

CONTRACTOR will not subcontract its duties hereunder without the prior written consent of COUNTY. This provision does not prohibit CONTRACTOR from entering into employment contracts or, contracts for the acquisition of goods or facilities or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of SERVICES hereunder without consent of COUNTY. Prior to submitting a subcontractor for approval under this Section, CONTRACTOR shall diligently inquire into the capability, qualifications and background of the subcontractor, and the submission of a subcontractor for approval shall constitute an affirmative representation by CONTRACTOR that the subcontractor is fully capable, qualified and licensed to provide the subcontracted SERVICES.

Any subcontract entered into by CONTRACTOR pursuant to this section shall provide that CONTRACTOR will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between CONTRACTOR and COUNTY and any other requirements applicable to CONTRACTOR in the provision of SERVICES pursuant to this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and COUNTY, nor shall CONTRACTOR be relieved of any of its obligations under this Agreement, as a consequence of any subcontract approved by COUNTY under this Section.

SECTION 12. INSURANCE REQUIREMENTS

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Worker's Compensation insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability. **Except for Worker's Compensation Insurance and Disability Insurance, the COUNTY, its officers, employees and agents shall be named as additional insureds on all such policies** with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY. Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of Coverage</u>
Worker's Compensation and NYS Disability	Statutory
Business Automobile Liability	\$1,000,000 Combined Single Limit

(Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)

Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products Completed Operations \$1,000,000 Advertising/Personal Injury \$10,000 Premises Medical Payment
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Each policy of insurance, and except for Workers Compensation Insurance and Disability Insurance, shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance or self-insurance, including any deductible, maintained and/or otherwise provided by or on behalf of the COUNTY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice via certified registered mail to the COUNTY and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to CONTRACTOR.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors.

CONTRACTOR retains the right to self-insure for the commercial general liability insurance coverage required in this section.

SECTION 13. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the operations or work of CONTRACTOR in the performance of this Agreement; or (b) the CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law.

The acts or omissions of any party employed directly or indirectly by CONTRACTOR shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged or is proven to have acted outside the scope of employment, agency or contract, shall not release CONTRACTOR of any of its obligations under this Section.

Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and officers, agents, and employees, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

SECTION 14. NON-DISCRIMINATION

CONTRACTOR will not discriminate against any employee, applicant for employment or PARTICIPANT because of race, creed, color, gender, national original, age, disability, sexual orientation or marital status.

SECTION 15. NONWAIVER

In the event that the terms and conditions of the Agreement are not strictly enforced by the COUNTY, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the COUNTY from enforcing each and every term of this Agreement thereafter.

SECTION 16. REMEDIES

The remedies available to COUNTY specified in this Agreement shall be cumulative and in addition to any other remedies available by law or in equity.

SECTION 17. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of New York, without regard to conflict of law principles thereof.

SECTION 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Clauses required by law to be inserted in this Agreement shall be deemed to be incorporated herein and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such correct insertion.

SECTION 19. SEVERABILITY

Should any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by a Court of competent jurisdiction, then (a) such provision shall be deemed stricken; (b) the balance of this Agreement, if capable of performance, shall remain in full force and effect; and (c) in the event that a provision is stricken pursuant to this Section then 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.

SECTION 20. MODIFICATION OF AGREEMENT

This Agreement may not be amended or modified in any of its provisions except by mutual consent, signed by duly authorized by duly authorized representatives of each of the Parties.

SECTION 21. NO THIRD PARTY BENEFICIARIES

Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the CONTRACTOR or the COUNTY.

SECTION 22. USE OF HEADINGS

Section headings contained herein are for information and reference only and do not comprise a part of the terms of this Agreement.

SECTION 23. NOTICES

Any notice required to be provided, or deemed necessary by either party to this Agreement, shall be complete when received by the party to whom it is transmitted in writing to the following persons and addresses:

COUNTY -

Director of Office for the Aging
175 Arsenal Street
Watertown, New York 13601

CONTRACTOR -

City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601

SECTION 24. SURVIVING OBLIGATIONS

The following obligations of CONTRACTOR under this Agreement shall survive the termination and expiration hereof: Section 4; Section 6 insofar as it requires records to be maintained following termination of the agreement and allows audit thereof; Section 10; Section 11; Section 14; Section 16; Section 17; Section 18; Section 19; Section 20; Section 22; Section 23; Section 25; and Section 26.

SECTION 25. NO PROMISE OF EXPANDED SERVICE AREA

Nothing herein shall be construed as requiring CONTRACTOR to expand its transportation services beyond those which exist as of the effective date of this Agreement.

SECTION 26. ENTIRE AGREEMENT

This Agreement comprises the entire integrated agreement between the Parties and supercedes any and all prior understandings between the parties, oral or written, respecting the SERVICES.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

COUNTY OF JEFFERSON

By: _____
Carolyn D. Fitzpatrick
Chairman, Board of Legislators

By:  _____
Peter J. Fazio
Director, Office for the Aging

CONTRACTOR

By: _____
Sharon Addison
City Manager, City of Watertown

Tax Id No. _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this ___ day of _____, 2015, before me personally came **CAROLYN D. FITZPATRICK**, to me personally known, who, being by me duly sworn, did depose and say that she is the Chairman of the Board of Legislators of Jefferson County, the municipal corporation described in and which executed the foregoing instrument; that she signed her name hereto for and on behalf of said County by order of the Jefferson County Board of Legislators.

NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this 4th day of February, 2015, before me personally came **PETER J. FAZIO**, to me personally known, who, being by me duly sworn, did depose and say that he is the Director of the Jefferson County Office for the Aging, the administrative agency described in and which executed the foregoing instrument; that he signed his name hereto for and on behalf of said administrative agency by order of the Jefferson County Board of Legislators.



[Handwritten Signature]

NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this ___ day of _____, 2015, before me personally came **SHARON ADDISON**, to me personally known, who, being by me duly sworn, did depose and say that (s)he is the City Manager of the City of Watertown, the CONTRACTOR described in and which executed the foregoing instrument, and (s)he executed said instrument for and on behalf of said CONTRACTOR.

NOTARY PUBLIC

**JEFFERSON COUNTY OFFICE FOR THE AGING
GRIEVANCE PROCEDURES**

I. Purpose

A. In accordance with Section 306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Jefferson County Office for the Aging has established the following process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act.

II. Notifying Participants of Right to File Grievance

A. The Jefferson County Office for the Aging and each of its service provider agencies providing Title III services ("service provider agencies") shall notify participants and applicants of their right to file a grievance, as follows:

- 1) A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries shall also be written in languages other than English where required to serve the client/applicant population.
- 2) In-home services participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.

B. Denial of Service. A participant or applicant who is denied Title III services must be given the reasons for the denial. For housekeeping, homemaker, home delivered meals, case management, and other services for which written applications are made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For congregate meals, transportation, recreation and other services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

III. Grievance Process

A. Filing of Grievance

(1) Participants must submit their grievances in writing to the person(s) or office that has been designated by a service provider or by the Jefferson County Office for the Aging Director, whichever is appropriate, to conduct the initial review. The reviewer may be the director of the service provider agency of the Jefferson County Office for the Aging, or any other person designated by such director who is not familiar with or otherwise involved in the grievance.

(2) The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstance with which the participant is dissatisfied.

The Jefferson County Office for the Aging or service provider may grant an extension for good cause shown.

(3) The grievance should be filed on the form provided by the Jefferson County Office for the Aging which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.

B. Investigation and Response to Grievance

(1) The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.

The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.

(2) The designated reviewer shall prepare and send a written response to the grievant and to the Jefferson County Office for the Aging Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination. If the grievance is being handled by a subcontractor organization, a copy of its decision must be forwarded to the Director of the Jefferson County Office for the Aging.

C. Appeal of Initial Response/Decision

(1) If the complaint has been handled by a service provider agency, under subcontract to the Jefferson County Office for the Aging, and the grievant is not satisfied with its determination, she/he has the right to further review as follows:

(a) She/he may initiate a request for subsequent review by the Jefferson County Office for the Aging Director within twenty (20) calendar days following receipt of notification by the service provider agency of its decision.

(b) The Jefferson County Office for the Aging Director shall request, and the subcontractor agency shall provide, copies of the initial file on the complaint in question. The Jefferson County Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Jefferson County Office for the Aging Director will meet with the older person to allow the grievant an opportunity to present information about the grievance.

(c) If policies and procedures have been adhered to, The Jefferson County Office for the Aging Director will not overturn the decision of its subcontractor agency. If proper policies and procedures have not been applied, the Jefferson County Office for the Aging reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

IV. Recordkeeping

The Jefferson County Office for the Aging or service provider agency which is handling the grievance shall keep a file, for six years, of all relevant documents and records. This shall include at a minimum: the initial grievance; any investigative reports; any written response submitted by the Jefferson County Office for the Aging or service provider agency; any documents or other records submitted by any party; the written Initial Response of the agency; and, if applicable, the notice to the grievant of the right to an appeal.

V. Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX "B"

Standard Terms and Conditions for Aging Programs and Services Contracts

1. Statutes, Regulations, and Policies: Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
Americans with Disabilities Act of 1990 (42 U.S. C. 12101, et seq.; see 92-PI-32, [8/4/92])
Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
Older Americans Act
Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
Equal Access to Services and Targeting Policy (12-PI-08)
Elder Law
2. Targeting: Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.
3. Language Access: Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

4. Conformance with AAA Area Plan: To the extent that the contract with the AAA is for a program or service funded under the Area Plan, Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to Contractor.

5. Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

County of Jefferson
Office of the County Attorney

County Office Building
175 Arsenal Street
Watertown, New York 13601
(315) 785-3088 (315) 785-5178 Fax

Fax not authorized for service



February 2, 2015

City of Watertown
Sharon Addison, City Manager
245 Washington Street, Suite 302
Watertown, NY 13601

Re: Jefferson County Office for the Aging Agreement(s) -
Citibus Transportation for the Elderly Services (10/1/14-3/31/15)

Dear Sir/Madam:

Please find enclosed, three duplicate originals of the above referenced agreement(s) for review and signature (in the presence of a Notary Public) by an authorized official. Once signed and notarized, kindly return all original duplicates to my attention with the proper insurance certificate(s) in order for us to forward them to the Chairman of the Board of Legislators for execution. Please be advised that contracts are not fully executed until proper insurance certificates are reviewed and approved.

Please note the updated insurance requirements in your contract. Also, I have enclosed a memo and a sample insurance certificate that you should provide to your insurance agent in order to expedite the receipt of proper insurance certificates by this office. If a certain insurance requirement referenced in your agreement does not pertain to you, please make a request for a waiver of such coverage in writing directly to this office, to the attention of the County Attorney.

In order to further streamline the execution process, *please do not send the contracts without the certificates*. If your agent needs to update your certificates, please have them sent directly to you for inclusion in the packet. Contracts without proper insurance certificates will be returned to the department and will cause significant delays in the execution process. **Please contact Peter J. Fazio, Jefferson County Office for the Aging Director if you have any questions regarding the provisions of the agreement(s).**

Thank you in advance for your anticipated cooperation.

Sincerely,

Kimberly A. Snow
Confidential Secretary
to the County Attorney

enc.

cc: Peter J. Fazio, OFA

County of Jefferson
Office of the County Attorney

County Office Building
175 Arsenal Street
Watertown, New York 13601
(315) 785-3088 (315) 785-5178 Fax
Fax not authorized for service



MEMO

TO: CONTRACT VENDOR

SUBJECT: INSURANCE CERTIFICATE REQUIREMENTS

Attached to this Memo is a model Acord form insurance certificate. The model form is to assist you in providing an acceptable certificate of liability insurance to this office and in order to expedite execution of your contract with the County. Please note that the attached model certificate may include insurance provisions which are not applicable to your particular contract.

Please provide this memo and the attached Acord form to your insurer(s) for their review and use in providing this office with an acceptable insurance certificate.

Please note that the insurance certificate(s) received by this office from your insurer(s) must provide the following information -

1. PRODUCER: The authorized insurance entity producing the certificate
2. DATE: Date that the certificate is being issued;
3. INSURED: Name and address of the Insured;
4. INSURER: Name of the Insurer;
5. TYPE OF INSURANCE: Types and amounts as provided in the model certificate;
Note: policy numbers and effective/expiration dates must also be included. The effective/expiration dates must reflect coverage being in effect during the contract period.
6. DESCRIPTION OF OPERATIONS: language regarding additional insured must conform to model certificate language with insertion of the specific contract and contract period to which the certificate applies;
7. CERTIFICATE HOLDER: language must conform to model certificate language;
8. CANCELLATION: 30 day notice of cancellation must be provided;
9. AUTHORIZED REPRESENTATIVE: must contain required signature

Note: Workers Compensation and Disability Insurance Coverage - This office prefers that the appropriate workers compensation/disability insurance documentation from the NYS Workers Compensation Board be submitted. Also, in the event that such insurance policies are provided separately through a self-insured group, or if such coverage is not required, this office will require the appropriate NYS Workers Compensation Board certificates to be submitted.

Please be advised that an insurance certificate received by this office which does not provide the necessary information or which modifies or otherwise alters the required language contained in the model form will result in a rejection of the insurance certificate and a request for a certificate which provides the necessary information and/or required language.

Thank you for your cooperation.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OR IS LEH CODE-17 DATE 07/03/07

PRODUCER Insurance Entity Producing Certificate Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Phone: fax: ..	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Vendor Name Vendor Address	INSURER A Insurance Company Name	
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
Y	GENERAL LIABILITY	policy number	date	date	EACH OCCURRENCE \$1,000,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (ANY AND PARTS) \$ 10,000.
					PERSONAL & ADY INJURY \$1,000,000.
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$2,000,000.
					PRODUCTS - COM/OP AGG \$2,000,000.
Y	AUTOMOBILE LIABILITY	policy number	date	date	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000.
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER PERSON) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (PER OCCUR) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	policy number	date	date	<input checked="" type="checkbox"/> MUSTAID-INDU LIMATE <input type="checkbox"/> OTHER
	ANY PROHIBITED PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW				EL-EACH ACCIDENT \$ 500,000.
	OTHER				EL-DISEASE - EA EMPLOYEE \$ 500,000.
	NIS Disability				EL-DISEASE - POLICY LIMIT \$
Y	Professional Liability				Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder, its officers, employees & agents are listed as primary and non-contributory additional insureds as required by written contract:

****List specific contract and contract period****

CERTIFICATE HOLDER Jefferson County 195 Arsenal Street Watertown, NY 13601	COUNTY 01	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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Res No. 10

February 9, 2015

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Approving the Project Agreement Between the City of Watertown and
The Development Authority of the North Country for 2014 Grant Funds
From the North Country HOME Consortium

The City of Watertown has been awarded \$110,529 for program year 2014 from the North Country HOME Consortium. The funds are expected to assist five income-eligible homeowners with repairs to their homes.

The Grant Agreement with the Development Authority of the North Country is attached for City Council review. DANC administers the program for the Consortium. A resolution has been prepared for City Council consideration that approves the Agreement and authorizes the Mayor to execute it.

RESOLUTION

Page 1 of 1

Approving the Project Agreement Between the City of Watertown and the Development Authority of the North Country for 2014 Grant Funds From the North Country HOME Consortium

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.

Total

YEA	NAY

Introduced by

.....

WHEREAS the City of Watertown has been awarded a grant from the North Country HOME Consortium of \$110,529.00 for program year 2014, and

WHEREAS it is necessary to enter into a formal agreement with the Development Authority of the North Country as administrator of the Consortium funds, and

WHEREAS an Agreement has been drafted, a copy of which is attached and made part of this Resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Home Investment Project Agreement between the City of Watertown and the Development Authority of the North Country, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized and directed to execute the Agreement on behalf of the City Council.

Seconded by

HOME INVESTMENT PROJECT AGREEMENT
OWNER-OCCUPIED REHABILITATION PROGRAM

This sets forth the HOME Investment Project Agreement made as of Jan. 27, 2015, by and between the Development Authority of the North Country, a New York State public benefit corporation with offices at Dulles State Office Building, 317 Washington Street, Watertown, New York ("Authority") and City of Watertown, Suite 302, City Hall, 245 Washington Street, Watertown, New York 13601. ("Awardee").

Recitals

1. Jefferson County, as lead county of the HUD North Country HOME Consortium and recipient of HOME grant funds, has contracted with the Authority to administer a HOME HUD grant in accordance with all HUD regulations, grant conditions and the North Country HOME Consortium Program requirements.
2. Awardee has qualified for designation as an Awardee of grant funds subject to the terms and conditions contained herein.

Agreement

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Amount of HOME Funding Award. Awardee shall be granted a total of \$110,529.00 with this contract. The contract will be funded in HOME program year 2014 contingent upon the availability of HOME funds in 2014. All funding awards are subject to the release of funds from the U.S. Department of Housing and Urban Development.

HOME Program Year 2014 Award:

Project Funds:	\$ 104,273.00
Administrative Funds:	\$ 6,256.00
	<hr/>
	\$ 110,529.00

2. Duration of the Agreement. This agreement shall commence the date hereof and end 24 months thereafter, or upon completion of the final HOME assisted unit, whichever occurs first.

In the event an Awardee cannot meet the above term for reasons outside the control of the Awardee, upon written notice by the Awardee, the Authority may grant a reasonable extension of time for completion of the project(s).

3. Use of HOME Funds. The Awardee shall administer and deliver the projects as set forth in their application for funding to the Authority. The Awardee will adhere to the project budget identified in its application and attached. Any modifications will need the approval of the Authority.

City of Watertown

- A. Awardee shall, within 24 months from the date of this agreement, commit and expend the HOME Program Year 2014 funds in the amount and manner and only for the purposes set forth in Awardee's approved application for funding, which application is attached hereto and made a part hereof.
- B. Awardee shall use HOME funds for the purposes set forth in the Awardee's application attached hereto to include rehabilitation of owner-occupied dwellings in the City of Watertown identified in the application.
- C. Awardee shall assist approximately 5 units in total with HOME funds. It is proposed that 5 units will be assisted in HOME program year 2014.
- D. At least 5 eligible homeowners will be assisted with these grant funds.
- E. At least 3 of the 5 families assisted will have income levels at or below 50%, at least 1 of the 5 families assisted will have incomes at between 51% and 60% and 1 household will have income at less than 80% of the median income levels for Jefferson County adjusted for family size.
- F. Awardee shall use HOME funds in accordance with the approved project budget that was submitted with their 2014 application for funding and which application is attached to this contract.

2/9/15

- 4. Reimbursement of Expenses. In accordance with 24, CFR 92.504(c)(3)(viii) project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the Awardee on forms specified by the Authority with adequate and proper documentation of eligible costs incurred in compliance with 24 CFR 92.206 and necessary for HUD IDIS disbursement requirements. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

The Authority reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable, and reserves the right to review and audit all records of the Awardee pertaining to any payment by the Authority. Said records shall be maintained for a period of five years after completion.

- 5. Affordability Requirements. The designated HOME-assisted units will meet the affordability requirements as found at 24 CFR 92.254 (a)(3)-(4) as applicable.

6. Resale/Recapture Provisions. The Awardee shall require that all property purchased or rehabilitated using HOME assistance be subject to the resale/recapture provisions as applicable and outlined in 24 CFR 92.254 (a)(5)(ii). Prior to the assistance being given, one of the HUD approved methods for resale/recapture as outlined in 24 CFR 92.254 (a)(5)(ii) shall be specified to the homebuyer or homeowner. The property shall remain affordable as outlined in the regulations and shall be enforced through a HUD Approved Grant Enforcement Note and Mortgage, provided to the Awardee by the Development Authority staff as Sub Recipient of the HOME funding on behalf of Jefferson County the lead entity of the North Country HOME Consortium.

Any program income generated from the recapture/resale of units assisted with HOME funds will be returned to the Authority. The Authority will notify Jefferson County of such funds and Jefferson County will report these funds in HUD IDIS.

The Awardee will have 6 months from the time that the Authority receives the funds to commit these funds to another HUD HOME eligible owner-occupied project as identified by this application. If it cannot, the Authority will reserve the right to allocate, at the discretion of the HOME Administrative Board, these funds to another eligible project.

At all times, the Awardee will expend these funds in accordance with the terms and conditions set forth by this Agreement, and in accordance with 24 CFR 92.

7. Project Requirements.

- A. If the project is to be owner-occupied, the Awardee will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254 (a)(3)-(4) for the applicable affordability period.
- B. If the project is to be owner-occupied, the Awardee will ensure that all HOME assisted units are eligible under 24 CFR 92.254 (a)(1)-(2), and will maintain compliance during the minimum compliance period.
- C. If the project is to be owner-occupied, the Awardee will ensure that all HOME assisted units will be in compliance under 24 CFR 92.254(c) for ownership interest.
- D. The Awardee will provide any documentation required by the Authority regarding match as may be required to document match for purposes of the HOME program.

- E. If not already done, Awardee agrees to notify in writing each municipality in which HOME funds are proposed to be spent providing a description of the type of activity to be undertaken.

- 8. Physical Standards. The Awardee shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251 (a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

- 9. Affirmative Marketing. As stated in 24 CFR 92.351, and as it applies to homebuyer and renter-occupied projects, if 5 or more units in a project are assisted with home funds then:
 - . Awardee agrees to provide fair housing opportunities for all persons regardless of race, color, religion, gender, age, familial status, sexual preference, and physical or mental disability.

 - . Awardee agrees to follow the procedures to further affirmative marketing as set forth by the North Country HOME Consortium in its 2014 Annual Plan.

- 10. Non-discrimination. In the selection of occupants for HOME-assisted units, the Awardee shall comply with all non-discrimination requirements of 24 CFR 92.350.

- 11. Displacement & Relocation. If any HOME-assisted units are occupied at the time of this commitment, the Awardee will comply with the relocation requirements of 24 CFR 92.353.

- 12. Contract & Labor Standards.
 - A. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, the Awardee shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a-7) and referenced at 24 CFR 92.354.

 - B. Awardee agrees that it will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR 135.

 - C. Awardee agrees that it will comply with implementing regulations at 24 CFR 92.508(a)(7) pertaining to Minority/Women-Owned Business Enterprises.

- 13. Conflict of Interest. Not applicable to owner-occupied projects.

14. Records and Reports. As stated at 24 CFR 92.508(a)(3) the following records and reports are required if the project is owner-occupied, or homebuyer assistance:

- A. A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the units or tenants assisted with HOME funds.
- B. The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.
- C. Records demonstrating that each rental housing or homeownership project meets the minimum per-unit subsidy amount of 24 CFR 92.205 (c), the maximum per-unit subsidy amount of 24 CFR 92.250 (a) and the subsidy layering guidelines adopted in accordance with 24 CFR 92.250(b).
- D. Records demonstrating that each project meets the property standards of 24 CFR 92.251 and the lead based paint requirements of 24 CFR 92.355.
- E. Records demonstrating that each family is income eligible in accordance with 24 CFR 92.203. Awardees must use Definition 1 - Calculating Income as defined in 24 CFR Part 5.
- F. Records demonstrating that the purchase price or estimate value after rehabilitation for each homeownership housing project does not exceed 95 percent of the median purchase price for the area in accordance with 24 CFR 92.254(a)(2). The records must demonstrate how the estimated value was determined.
- G. Records demonstrating that each homeownership project meets the affordability requirements of 24 CFR 92.254 for the required period.
- H. Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with 24 CFR 92.202.

15. Enforcement of the Agreement.

- A. The HOME funds advanced to fund a HOME-assisted unit will be secured by a note and mortgage in accordance with 24 CFR 92.504(c)(3)(vii).
- B. If the HOME-assisted unit is to be owner-occupied, the Awardee shall assure that any notes and mortgages recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the Awardee will monitor each unit for principal

residency (under 24 CFR 92.254(a)(3) and resale/recapture (24 CFR under 92.254 (a)(4)-(5)).

16. Default-Loss of Grant Funds. If the Awardee fails to fully perform and carry out any of the terms, covenants, and conditions of this agreement, Awardee shall be in default and notice in writing shall be given to the Awardee of such default by the Authority. If the Awardee fails to cure such default within the time specified by such notice, the Authority may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the Awardee shall be revoked and any approvals related to the project(s) shall immediately be deemed revoked and canceled.

In such event, the Awardee will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for the project.

Such termination shall not affect or terminate any of the rights of the Authority as against the Awardee then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the Authority under the law and the note and mortgage (if in effect), including but not limited to compelling the Awardee to complete the project(s) in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

17. Suspension and Termination. This agreement may be terminated by mutual consent or by the Authority at any time, and in accordance with 24 CFR 85.44, upon written notice to Awardee, if Awardee fails to comply with the terms and conditions of this agreement.

In the event of termination, Awardee shall be entitled to payment for all costs incurred prior to the date of termination and all unexpended funds and program income shall be paid to the Authority for reimbursement to the North Country HOME Trust Fund. The Authority will notify Jefferson County if it receives any unexpended funds or program income to be reported in IDIS by Jefferson County.

18. Indemnification. Awardee is an independent contractor and shall not represent itself in any other capacity with respect to this agreement. Awardee shall be solely liable for damages for injuries to persons (including death) or property arising in any manner out of the operation of this agreement and shall

defend and indemnify the Authority, its officers and employees from claims, suits, actions, damages and costs of every nature arising in any manner out of the operation of this agreement.

19. Intent. It is the intent of this agreement that all laws, regulations, rules, procedures, conditions, and requirements as may apply to the Authority relative to the grant shall likewise fully apply to the Awardee.

20. Compliance with Laws. Awardee shall comply with any and all federal, state and local laws, rules and regulations, and as amended from time to time, as may apply to Awardee's activities under this agreement, which laws, rules and regulations are hereby incorporated by reference in this agreement as if fully set forth herein, including but not limited to:
 - HOME Investment Partnership Act, 24 CFR Part 92
 - Title 8 of the Civil Rights Act of 1968 PL. 90-284
 - Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968
 - Housing and Community Development Act of 1974
 - The Awardee agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)
 - HUD Regulations thereunder, 24 CFR Parts 24, 58, 92 and 135
 - OMB Circular A-122 and the following requirements of 24 CFR part 84 apply to subrecipients receiving HOME funds that are nonprofit organizations that not governmental subrecipients: §§ 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30, 84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73.
 - New York Workers Compensation and Disability Laws
 - Section 312, New York Executive Law - Equal Employment Opportunities for Minorities and Women
 - Article 15-A, New York Executive Law - Equal Employment Opportunity

- All federal and state laws relating to drug-free workplace, anti-kickback, competitive bidding, retention of and access to records and conflict of interest

21. Procurement Policy. Awardee agrees to provide for an open and competitive bidding process. Bids should be date/time stamped when opened. All bidding activities should be documented and maintained with project files. The Authority and Jefferson County reserve the right to review these documents upon inspection.

22. Anti-Lobbying. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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.

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 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, it will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

23. Incorporated Documents. Awardee acknowledges that it has obtained, read and understands the following documents which are hereby incorporated by reference, and as amended from time to time, in this agreement as if fully set forth herein and agrees to be bound thereby to the extent applicable to Awardee:

- Subrecipient Service Agreement dated September 4, 2012 between the County of Jefferson and the Development Authority of the North Country

- 24 CFR Part 92

24. Reporting Responsibilities.

- Awardee shall be responsible for completion and submission of HUD Project Set-up Reports and Project Closeout Reports to Authority and Jefferson County
- Awardee agrees to provide its organization's financial statements to the Authority annually

25. Monitoring. Awardee agrees that by accepting these funds that the Development Authority and Jefferson County reserve the right to inspect, monitor, and observe the work and services performed by the Awardee on an annual basis. Access shall be immediately granted to the Development Authority and Jefferson County to any books, documents, papers, and records of the Awardee or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

26. Environmental Review. Awardee agrees to comply with all State and Federal environmental laws, rules, regulations and review processes.

27. Non Compliance. In the event it is determined by staff from the Development Authority, Jefferson County or the US Department of Housing and Urban Development that the Awardee has provided or utilized funding in a manner that is determined not in compliance with the HUD HOME Rules, the Awardee will be required to repay that entire amount of funding associated with the non-complaint project, back to the Development Authority, who in turn will return to the Jefferson County & HUD as required with the HUD HOME Rules.

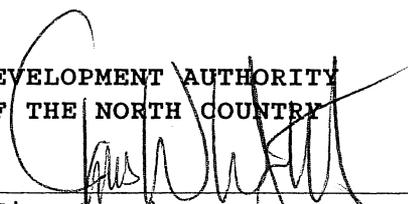
CITY OF WATERTOWN

(Signature)

(Title)

(Date)

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY



(Signature)

Executive Director

(Title)

January 27, 2015

(Date)

**NORTH COUNTRY HOME CONSORTIUM
PROJECT APPLICATION - 2014 FUNDING**

Project Name: City-wide HOME Repair Program

Date: June 10, 2014

I. TYPE OF HOME ALLOCATION REQUEST:

A. Funding Pool

This application is for the following funding pool (check one):

General Pool (\$200,000 max.)

CHDO Pool

B. Total amount of HOME Request (including administrative fees) \$ 110,529

Number of Units to Receive HOME Assistance 5

C. Eligible Activity

1. Rental:

New Construction

Rehabilitation

Acquisition and Rehabilitation

2. Owner Occupied:

New Construction

Rehabilitation

Acquisition Only

Acquisition and Rehabilitation

II. APPLICANT INFORMATION:

A. Applicant Name: City of Watertown

Address: 245 Washington Street

City/State/Zip: Watertown, New York 13601-3380

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

Contact Person: Ken Mix, Planning & Community Development Coordinator

Type of Applicant: Sole Proprietor Partnership Corporation
 Non-Profit For Profit

If "Non-Profit", the Applicant is:

501 (c)(3)

501 (c)(4)

Incorporated municipality

Has the Applicant been designated by the Consortium as a CHDO? Yes No

III. **PROJECT SUMMARY:**

Provide a brief summary of the project. Describe the project; project location or area; describe type of units to be assisted; identify income group served. For rental projects, describe scope of work, unit mix, rent levels, and any special characteristics of the project. If rehabilitation activity, describe scope of work. Include the sponsor of the project, and entity that will manage and implement the HOME program locally.

Tab this section and label as "SCHEDULE 1".

IV. **PROJECT INFORMATION:**

A. Project Name: City-wide HOME Repair Program

Address (if known): (see Waiting List in Schedule 2)

City/County/Zip (if known): Watertown/Jefferson/13601

Name of Local Municipalities Where Project(s) is Located: City of watertown

Name of Chief Executive Officers for each municipality: Jeffrey E. Graham, Mayor

B. Number of Buildings with Dwelling Units: 5

Number of Units in Project: 5

Percentage of HOME Assisted Units to Total Units: 100%

Give Acreage or Lot Size of Project, if applicable n/a

Scattered Site: Yes No

C. 1. Total Project Cost: \$ 110,529.00

2. Total HOME Administrative Request: \$ 6,256.00

3. Total HOME Program Funds Requested (less administrative funding): \$ 104,273.00

4. Number of HOME Assisted Units in Project: \$ 5

5. Total HOME \$/Unit (3 ÷ 4): \$ 20,855.00

D. Will the project result in any "displacement costs"? Yes No

If yes, what actions will be undertaken to provide replacement housing? Outline any displacement costs associated with the proposed project under Schedule B.

E. **Need:** Please tab this information and label as "SCHEDULE 2".

Schedule 1 - PROJECT SUMMARY

The HOME Repair Program proposed in this application will provide rehabilitation assistance for substandard 1-4 family owner-occupied properties in the City of Watertown. HOME funding will be targeted to households with the lowest household income and most severe housing problems. The following table summarizes the proposed program.

Program Area:	City of Watertown
Activity:	Rehabilitation of owner-occupied properties
Total Units:	5 housing units in 1-4 family owner-occupied properties
Funding Priority:	Households with income below 80% of Median
Funding Amount:	\$20,855 HOME per unit average (incl: Soft Costs & Fees)
Management:	Neighbors of Watertown is contracted as the local Program Coordinator with support and assistance from Avalon Associates, community development consultant

The proposed program will address the severe need for rehabilitation assistance by directing all resources to the households with the lowest income and worst housing conditions. Priority for funding will be given to households with incomes below 50% of Median and to those units needing repairs to eliminate serious health and safety hazards. Many of those priority households are elderly residents living on fixed income and households headed by a single lower income parent. The program will help preserve existing 1-4 family units owned and occupied by low and very low income residents, therefore meeting a strategic objective of the North Country HOME Consortium as outlined in the Consolidated Plan and Annual Updates.

At present, Neighbors of Watertown has a waiting list of over 300 property owners in the city who need assistance to complete basic rehabilitation improvements in their homes; and all of those applicants have been qualified with household income less than 80% of the median. Five housing units will be rehabilitated with HOME funds over a two year period. The following chart details the expected distribution of those projects by household income ranges.

Distribution	Income Range
3 projects	Household Income < 50% of Median
1 Project	Household Income 51% to 60% of Median
1 Project	Household Income 61% to 80% of Median

Financing Assistance:

The HOME financing that is available under this program will be provided as a deferred payment loan (DPL), which will not be repaid as long as the property owner complies with all of the requirements of the program. Those requirements include a sale and occupancy limitation to assure that the rehabilitated properties are occupied by eligible households during the term of the regulatory period for each project.

The eligible cost is determined on the basis of competitive proposals submitted by contractors who have been approved for participation in the program. Generally, at least three proposals must be received before any project can be considered for funding; and the eligible cost will be determined by the lowest proposal submitted for the final scope of work that is approved by the property owner. If the owner selects a contractor who did not submit the lowest proposal, the owner contribution will be increased to cover the difference in cost between the contractor who is selected and the lowest proposal received for that work.

Eligibility:

Four basic requirements must be satisfied by each property owner who applies for assistance under this program, as follows:

- **Ownership** - the applicant must prove that they own the property where the rehabilitation work is proposed. That proof must be in the form of a deed that is recorded in the County Clerk's office (land contracts or life tenancy agreements are not acceptable);
- **Income** - the occupants of each housing unit must prove that they qualify as low or moderate income (not more than 80% of the median for non-metropolitan areas in New York State adjusted by HUD for household size);
- **Taxes** - all property taxes (city, county, school) must be paid for the property where rehabilitation improvements are proposed and any other property owned by the applicant in the city of Watertown; and
- **Insurance** - the applicant must show that they have purchased adequate hazard insurance for the property (including flood insurance if it is located in a flood zone).

Properties that have been determined to be eligible for assistance under this program will be included on a Caselist; and projects will be selected based on criteria that have been established to make sure that the limited funding that is available is used for those applicants with the greatest need in terms of their household income and the problems that are identified in their homes. Applicants with very low fixed income, especially elderly home owners on Social Security, will get preference over those with higher income who are working and may be able to increase their income in the future. Single parents with minor children in the home will be given special consideration; and preference will be given to properties with serious code violations or other problems that create health and safety hazards to the occupants or threaten the structural integrity of the home.

Eligible Activities:

Eligible activities are limited to rehabilitation improvements that are required to correct problems identified in the property (cosmetic repairs and remodeling or additions are not permitted). A system of priorities has been established to make sure the most important improvements are considered first, as follows:

- First priority is given to improvements required to address code violations or other health and safety concerns (including lead-based paint hazards); and all of those problems must be addressed if any work is completed with HOME funding in the property.
- Second priority is given to weatherization and other energy related improvements (an important consideration in this severe northern climate).
- Third priority is given to “green rehabilitation” improvements that assure healthy living conditions without adversely affecting the environment.

Conditions:

In each case where assistance is provided under this program, the owner must agree to make all improvements needed to bring the property into compliance with local and state codes. Other requirements are designed to prevent speculation and assure that rental apartments are affordable to lower income tenants, as follows:

- Applicants must agree not to sell properties that are assisted under this program for a period of five years after the rehabilitation work is completed. Owner-occupants must also agree to occupy the property as their primary residence during that five year regulatory period.
- Owners of rental apartments where improvements are to be made with assistance under this program must agree to rent those apartments to qualified low or moderate income tenants and limit rents for five years after all work is completed. The rent limits are established by HUD for the Section 8 Housing Choice Voucher Program and revised annually to reflect the Fair Market Rents for existing apartments in Jefferson County.
- In the case of vacant rental apartments, the property owner must agree to rent each apartment to a household that qualifies as low or moderate income and limit rents for five years after all work is completed. The same requirements apply to rental apartments that are occupied at the time the work is done but become vacant during the five year regulatory period.

If any of these conditions are violated during the first five years after improvements are completed, the full amount of any outstanding loan, plus a pro-rated portion of the grant assistance must be repaid to the city. That repayment obligation declines by 20% of the grant amount for each year that passes after the rehabilitation work is completed; and no repayment will be required at the end of the five year regulatory period if the loan has been repaid in full and all other requirements of the program have been satisfied.

Lead-Based Paint Requirements:

We have developed a Lead-Based Paint Plan that complies with the regulations established by HUD for rehabilitation activities that are completed with HOME funding. Before any work is done under this program, a “risk assessment” will be conducted by a licensed technician using x-ray fluorescence technology and dust wipes and soil samples that are tested in a certified laboratory to confirm the presence of lead-based paint and determine the appropriate treatment to reduce the lead hazards in the property.

The work writeups that are prepared by rehabilitation specialists at Neighbors of Watertown must address all lead-based paint hazards that are identified in the “risk assessment” and detail appropriate “interim control” measures that are required to make sure there is no danger of lead poisoning as a result of this work.

All contractors who are approved for participation in the housing rehabilitation program have been trained to use “safe work practices” when doing work that includes “interim controls” or “standard treatments” on painted surfaces that are known (or presumed) to have lead-based paint. Certificates for each contractor and for their individual workers are kept on file by Neighbors of Watertown to show that this requirement has been met.

In all cases where work is done under this program that includes “interim controls” or “standard treatments” for lead-based paint, a final clearance inspection will be performed to make sure there is no lead dust left in the work area that could be a hazard to the occupants of the property. Those test results must be in the Project File before final payment is made for this work.

Green Rehabilitation:

Green rehabilitation practices will be required to the maximum extent possible for all rehabilitation activities that are conducted under this program. The Green Rehabilitation Plan that has been developed for this program outlines the details that should be included in the scope of work for each project to improve the environment for the people who occupy the property where work is being done and to minimize the adverse affect of that work on the environment.

All equipment, materials and appliances must be Energy Star labeled. Wall, floor and joint penetrations must be sealed to reduce heat loss and prevent pest entry into the house. Adequate ventilation must be provided to avoid moisture problems especially in bathrooms and laundry rooms, which must be provided with mechanical ventilation directly to the outdoors.

Hot water pipes in basements or unconditioned spaces must be insulated to minimize heat loss and reduce energy consumption. Exposed cold water pipes in conditioned spaces must also be insulated to minimize moisture condensation. Energy Star labeled low flow fixtures will be specified when water fixtures are to be installed or replaced. All building materials should be Green Seal certified to contain low or no volatile organic compounds (VOC) that might be hazardous to the residents or the workers. And appropriate radon reduction measures must be included in any property where testing reveals radon levels above 4 pCi/L.

Security:

Each applicant will sign a Project Agreement detailing the terms they have accepted in order to receive HOME financing under this program. That contract details the conditions outlined above regarding sale, occupancy and rental restrictions, which apply during the applicable regulatory period. A pro-rated portion of the HOME grant must be repaid to the city if any of those terms are violated during the regulatory period.

A Note and Mortgage will be recorded in the office of the County Clerk to enforce all program obligations. That mortgage will be subordinate to all other financing that is required for the project and any financing that exists before the project is approved. The city will agree to subordinate to any additional financing or refinancing required during the regulatory period as long as its security interest is not adversely affected.

Flood Hazards:

An environmental review will be completed following grant award to comply with the requirements of the National Environmental Policy Act (NEPA) and the State Environmental Quality Review Act (SEQRA). That review will identify any general environmental concerns that must be considered for the program as a whole. Protection from flood hazards must be considered separately for each individual rehabilitation project; and flood insurance will be required for any property that is located within a flood hazard zone.

Historic Preservation:

Before any project is considered for assistance under the HOME Repair Program, the property will be checked with the State Historic Preservation Office (SHPO) to determine if special provisions should be made to protect historically significant features. All recommendations of the SHPO will be considered when plans are being completed and Work Writeups are being prepared for any project that is proposed for HOME financing.

Housing Quality Standards (HQS):

The Housing Quality Standards established by HUD outline the minimum requirements for all rehabilitation improvements to be completed with assistance under this program. Those standards are published in the Code of Federal Regulations at 24 CFR Part 982, Section 982.401.

SCHEDULE "A"
SOURCES

LIST FUNDING SOURCES	AMOUNT	PERCENT OF PROJECT TOTAL
1. North Country HOME Consortium	\$ 110,529.00	100%
2.	\$	0%
3.	\$	0%
4.	\$	0%
5.	\$	0%
TOTAL	\$ 110,529.00	100%

SOURCES OF PROJECT FUNDING				
Sources of Funds	Amount	Type/Terms	Status	Annual Debt Service
Name: No.Co.Consortium Address: Contact: Matthew Taylor Telephone: (315) 785-2593	\$ 110,529.00	Check Appropriate Item(s): Loan: <input type="checkbox"/> Grant: <input checked="" type="checkbox"/> Equity: <input type="checkbox"/> Construction: <input type="checkbox"/> Permanent: <input type="checkbox"/> "Mini-Perm": <input type="checkbox"/> Complete: Interest Rate: No. of Years: Amort. Period:	Check One: Firm Commitment: <input type="checkbox"/> Conditional Commitment: <input type="checkbox"/> Letter of Intent: <input type="checkbox"/> * (Attach documents as "SCHEDULE 4")	\$ (P&I)

SCHEDULE "B"
USES

Please complete the following schedule of fund uses or you may attach your own detailed listing of project costs (label and attach your detailed listing as "TAB IV". Non-profit organizations may request up to 6% of the HOME project funding cost for administrative costs for the project. The following Uses Schedule must include the use of funds from all proposed funding sources in the project.

XI. PROJECT USES:

A.	Hard or Actual Construction Costs:	
	1. Site Development	\$ _____
	2. Direct Construction Cost:	
	New Construction	\$ _____
	Rehabilitation	\$ 90,673.00
	3. Surveys and Permits	\$ _____
	4. Utilities	\$ _____
	5. Displacement Costs	\$ _____
	6. Other <u>LBP Testing</u> (attach detailed description and cost justification)	\$ 2,350.00
	TOTAL ACTUAL CONSTRUCTION COST	\$ 93,023.00
B.	Financial Costs:	
	1. Direct Construction Loan Interest	
	_____ No. of Months _____ Rate	\$ _____
	2. Interest Reserve	\$ _____
	3. Other _____ (attach detailed description)	\$ _____
	TOTAL FINANCIAL COSTS	\$ _____
C.	Land Costs:	
	1. Land Acquisition	\$ _____
	2. Land Improvements	\$ _____
	3. Other _____ (attach detailed description)	\$ _____
	TOTAL LAND COSTS	\$ _____
D.	Soft or Project Specific Development Costs:	
	1. Appraisal	\$ _____
	2. Taxes	\$ _____
	3. Insurance	\$ _____
	4. Marketing	\$ _____
	5. Legal and Accounting	\$ _____
	6. Architectural	\$ _____
	7. Developers Fee	\$ _____
	8. Displacement Costs	\$ _____
	9. Other <u>Pgm. Delivery</u> (attach detailed description and cost justification)	\$ 11,250.00
	TOTAL SOFT COSTS	\$ 11,250.00
E.	Total Project Costs:	
	1. Total (A + B + C + D)	\$ 104,273.00
	2. Non-Profit Administrative Fee:	
	Total Administrative Fee Not to Exceed 6 % of HOME Project Request	\$ 6,256.00

TOTAL PROJECT COST (E.1 + E.2)

\$ 110,529.00

Schedule 11 - PROJECT SCHEDULE

All rehabilitation activities under the HOME Repair Program will be completed within two years of the contract approval. 5 rehabilitation projects will be selected for the program. This represents a pace that can easily be achieved by the current Program Coordinator and existing staff. The following schedule shows that all HOME funds will be committed and expended within 18 months of the program start date assuming that funds available by Spring 2015.

Program Activity	2014 Funding
Completion of Eligibility Determinations	March 2015
All Projects Selected	June 2015
Completion of Pre-bid Activities	September 2015
Date of Last Project Approval	December 2015
100% of HOME Funds Committed	December 2015
50% of HOME Funds Expended	March 2016
100% of HOME Funds Expended	June 2016
Completion of Program Close-out	September 2016

B. Project Schedule

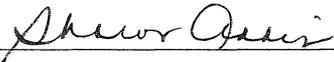
Please complete a Project Schedule outlining the major phases of the project and estimated times of completion.

Tab this section and label as "SCHEDULE 11".

=====

I certify that to the best of my knowledge that the information contained within this application is true and correct.

Name: Sharon Addison

Signature: 

Title: City Manager

Date: January 22, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Authorizing Application for US Department of Homeland Security Staffing for Adequate Fire and Emergency Response (SAFER) Grant, Fire Department

The City Fire Department is seeking Council approval to apply for funding from the US Department of Homeland for the Security Staffing for Adequate Fire and Emergency Response (SAFER) Grant. The total funding opportunity available for all applicants is \$340,000,000 and would require no matching funds from the applicant. As detailed in the attached report from Fire Chief Dale C. Herman, this grant, if approved, would support the salaries and benefits of hiring new firefighters for a two-year time period. The grantee is required to maintain staffing levels for the two-year period. The filling of these two budgeted positions has been held in abeyance pending the results of the Fire study.

A resolution is attached for Council consideration authorizing Chief Herman to sign and submit the grant application on behalf of the City of Watertown by March 6, 2015. City staff will be available to answer any questions Council may have related to this grant opportunity.

RESOLUTION

Page 1 of 1

Authorizing Application for US Department of Homeland Security Staffing for Adequate Fire and Emergency Response (SAFER) Grant, Fire Department

- 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.

Total

YEA	NAY

Introduced by

WHEREAS the US Division of Homeland Security is accepting applications for the Security Staffing for Adequate Fire and Emergency Response (SAFER) Grant, and

WHEREAS the City of Watertown Fire Department wishes to prepare an application that meets the intended purpose of this grant, and

WHEREAS the application is for \$340,000,000 available for all applicants and requires no matching funds from the applicant but will require we maintain staffing levels for the two-year period,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to submit a grant application for the available total funding of \$340,000,000 to the US Division of Homeland Security for the Security Staffing for Adequate Fire and Emergency Response (SAFER) Grant, 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



CITY OF WATERTOWN, NEW YORK

FIRE DEPARTMENT
 224 South Massey Street
 Watertown, New York 13601
 (315) 785-7800
 Fax: (315) 785-7821
 Dale C. Herman, Fire Chief
 dherman@watertown-ny.gov



February 11, 2015

Ms. Sharon Addison
 City Manager
 City of Watertown
 245 Washington Street
 Watertown, NY 13601

Dear Sharon:

The US Department of Homeland Security has announced that the FY 2014 Staffing for Adequate Fire and Emergency Response (SAFER) Grant application period is now open with \$340,000,000 in funds available to career, combination and volunteer fire departments. The purpose of SAFER Grants is to provide funding directly to Fire Departments by increasing the number of firefighters to help communities meet industry minimum standards. For career departments, funding is available to: hire new firefighters, rehiring of firefighters that have been laid off, retention of firefighters facing imminent layoffs, or the filling of positions that were vacated through attrition.

If funded, this grant would support the salaries and benefits of new firefighters for a two year time period. There are NO matching fund requirements for this grant. Once awarded, the grantee is required to maintain staffing levels for the two year period. So, if a member were to retire during the performance period, the City would be obligated to fill that vacancy or risk losing the Federal funds awarded.

For one firefighter, the allowable cost would be:

\$44,799.00	First Year Salary
1,895.52	First Year Holiday Pay
10,249.45	First Year Benefits at 21.95%
13,796.64	First Year Family Health Insurance at 88%
<u>\$ 70,740.61</u>	Total First Year Funding Award
\$46,760.00	Second Year Salary
1,978.24	Second Year Holiday Pay
10,698.04	Second Year Benefits at 21.95%
13,796.64	Second Year Family Health Insurance at 88%
<u>\$73,232.92</u>	Total Second Year Funding Award

These calculations are utilizing current contract language for wages and benefits.

The grant application deadline is Friday, March 6 at 5 p.m. EST. As the department has not previously applied for a SAFER Grant, I do not know how long the application submittal process will take or how much information will be needed to complete the application. It is estimated the awardees would be notified by the end of the current Federal fiscal year which ends September 30.

I have attached the SAFER Frequently Asked Questions document to aid in the decision making process.

During the past twelve months, three individuals have retired from the department, leaving vacant two firefighter positions. These two positions are budgeted; however, the decision to fill them is contingent on the results of the CPSM study. The City has an opportunity to apply for funding to offset the cost of providing fire protection to the community. If Council approval is given to apply for this grant, as with any grant award, upon notification of being named a recipient, the Council can give written notice not to accept the award.

I believe this is an opportunity that has no shortcomings; we can either be selected to receive an award, chose not to accept the award, or be able to fund new firefighters for two years.

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

Truly yours,

CITY OF WATERTOWN FIRE DEPARTMENT



Dale C. Herman
Fire Chief

DCH:cdb

Attachment

Assistance to Firefighters Grant Program (AFG)



FY 2014 Staffing for Adequate Fire and Emergency Response (SAFER)

Frequently Asked Questions (FAQs)

What is the purpose of SAFER?

The purpose of SAFER Grants is to provide funding directly to fire departments and national, state, local, or tribal organizations representing the interests of volunteer firefighters to assist them in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire related hazards, and to fulfill traditional missions of fire departments.

SAFER Grants achieve this purpose by funding: (1) the hiring of new firefighters, (2) the rehiring of firefighters that have been laid off, (3) the retention of firefighters facing imminent layoffs, or (4) the filling of positions that were vacated through attrition. Additionally, SAFER Grants fund fire departments and national, state, local, or tribal organizations representing the interests of volunteer firefighters to assist with the recruitment and retention of volunteer firefighters.

Are there any funding limits for SAFER?

There are no annual salary limits, and there are no cost-sharing requirements for funds under the FY 2014 appropriations.

Which categories of activities are eligible for funding under SAFER?

SAFER is a competitive/discretionary grant program comprised of two categories:

- 1. Hiring of Firefighters** Grants provide financial assistance to help fire departments rehire firefighters that have been laid off, retain firefighters facing imminent layoffs, fill positions that were vacated through attrition, or hire new firefighters. The goal is to assist departments to improve or restore staffing levels to ensure they have adequate personnel to respond and safely perform at incident scenes, providing protection from fire and fire-related hazards for their communities. **This category provides two-year grants to assist fire departments by paying the salaries and benefits of the SAFER-funded positions.**
- 2. Recruitment and Retention of Volunteer Firefighters** Grants are to assist fire departments and national, state, local, or tribal organizations with the recruitment and/or retention of volunteer firefighters that are involved with, or trained in, the operations of firefighting and emergency response. The goal is to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies likely to occur within the fire department's geographic response area. **Recruitment and Retention category grants can have a period of performance of up to four years.**

If a department is applying for both SAFER Grant categories - Hiring of Firefighters and Recruitment and Retention of Volunteer Firefighters, does the department need to submit two different narrative statements?

Yes. Departments interested in applying for both a Hiring Grant and a Recruitment and Retention Grant must submit **two separate applications, one for each category**. Each application will require its own unique narrative statement.

Are SAFER Grants “renewable” after the period of performance?

No. SAFER is a competitive/discretionary grant program. Program funds are not renewable and funding is only available to grantees during the period of performance associated with the award. Current or former grantees do not have a competitive advantage over applicants that have not previously received a SAFER Grant award.

Hiring of Firefighters

Who is eligible to apply for funding in the Hiring of Firefighters category?

Career, combination, and volunteer fire departments may apply for funding in the Hiring of Firefighters category.

What are eligible expenses in the Hiring of Firefighters category?

The only allowable costs under the Hiring of Firefighters category are salary and associated benefits (actual payroll expenses). SAFER Funding will pay for the total salary and benefit costs for each funded position.

What are some ineligible expenses in the Hiring category?

- Pre-application costs, such as grant writer fees, administrative costs, and indirect costs associated with hiring or rehiring of firefighters
- Costs to train and equip firefighters (However, the salaries and benefits of firefighters hired under the SAFER Grants funding while engaged in training are eligible if the firefighter is employed by the department.)
- Uniforms and physicals
- Overtime costs (except overtime costs routinely paid as a part of the base salary or the firefighter's regularly scheduled and contracted shift hours in order to comply with the Fair Labor Standards Act [FLSA])
- Salaries and benefits of firefighters who are current employees or were hired prior to the award date (except under the retention activity)
- To fund promotions (e.g., pay a current member a higher salary by placing them in a new SAFER-funded position)

What is the Period of Performance under the Hiring category?

The FY 2014 SAFER Period of Performance for the Hiring of Firefighters category is two years.

Are firefighters hired prior to award eligible under the Hiring category?

No. Firefighters hired and/or rehired prior to award are not eligible under the hiring category. The only exception is those positions under the retention activity.

What are the requirements for the matching funds in the Hiring of Firefighters category?

There are no matching funds requirements for hiring grants.

What happens after the grant concludes? Does a department have to retain the SAFER-funded positions employed?

No. Awarded recipients have no obligation to retain the SAFER-funded positions after the conclusion of the period of performance for FY 2014 SAFER Awards.

What type of firefighter positions will be funded?

Only full-time firefighter positions will be funded. Full-time positions are those funded for at least 2,080 hours per year (e.g., 40 hours per week, 52 weeks per year).

Volunteer and mostly volunteer fire departments may hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer). However, as the goal of SAFER Grants is to enhance incident scene safety, all applicants must certify that the primary assignment (more than 50 percent of duties) of all SAFER-funded positions will be an operational assignment (fire suppression, including staffing a fire suppression vehicle) regardless of collateral duties.

The grant program will consider funding job-share positions if sufficient justification is provided.

What is a job-share position?

A job-share position is a full-time position occupied by more than one person. For FY 2014, there is not a cap on the number of employees who may share a single job-share position.

Can a department apply for job-share positions if it has never previously utilized job-share employees?

For applicants who are applying under the rehire, retention, and/or attrition subcategories, if the position was not job-shared when the position was vacated, then you will not be eligible to job-share the position if award. New job-sharing positions are only eligible for applicants applying in the new hire activity.

If a fire department receives a SAFER Award, how much time does it have to hire the positions?

For all grantees under the Hiring of Firefighters category, a default 180-day recruitment period begins when the application is approved for award.

The two year period of performance automatically starts after the 180-day recruitment period, regardless of whether the grantee has successfully hired or rehired the requested firefighters.

If a grantee is able to rehire or hire their SAFER-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. For grantees awarded under the Retention category, the period of performance can begin immediately. However, in both cases, grantees must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period. The period of performance cannot be started later than 180 days after the recruitment period.

Can grantees submit a payment request for pre-award expenditures?

Pre-award expenditures are not reimbursable in the Hiring category. However, costs incurred after award but prior to the start of the official period of performance (i.e., during the 180-day recruitment period) are eligible for reimbursement. Any costs

incurred prior to the period of performance will be charged against the total grant budget. **Firefighters hired prior to the date of award are not eligible for SAFER Funding unless the award is for retaining firefighters.**

The 2014 SAFER Funding Opportunity Announcement (FOA) states that grantees cannot layoff any firefighters during the two-year period of performance. What if the department loses positions to retirement or other attrition? Must it fill those vacancies?

Yes. For the two-year period of performance all FY 2014 Grantees awarded in the Hiring category are required to maintain their staffing at the level that existed at the time of award, in addition to the SAFER-funded positions.

At the time of award, grantees under the Hiring of Firefighters category must submit a current (pre-SAFER) roster listing paid operational/firefighting personnel in support of NFPA 1710 or NFPA 1720, who are in full-time or job share positions. The program office will work with a grantee to establish the correct staffing maintenance number which combines the number of pre-SAFER and SAFER hires. Once this is established, grantees must agree to maintain this number throughout the two-year period of performance by taking active and timely steps to fill any vacancies.

Grantees who are unable (due to documentable economic hardship) to fill firefighting positions that are vacated through attrition (e.g., resignation, retirement) may petition FEMA for a waiver of staffing maintenance requirements. An approved waiver allows a grantee to decrease and reestablish the staffing maintenance number agreed to at the time of award by the number of positions that a grantee is unable to fill. In order to qualify for this waiver, the economic hardship must affect the entire public safety sector in a grantee's jurisdiction, not solely the fire department. **Waivers will not be granted for SAFER-funded positions. Grantees who fail to maintain this level of staffing risk losing the federal funds awarded under this grant.**

What is the difference between layoff notices that need to be submitted for rehiring and retention?

Rehiring - Requests for grants to rehire laid-off firefighters are limited to requesting the number of firefighter positions **already lost** due to layoffs enacted in the two years prior to the start of the application (February 9, 2015).

Retention - Requests for grants to retain firefighters who face imminent layoff are limited to those firefighters that **have been issued a formal layoff notice, prior to the start of the application period**, that specifies a date for the layoff action that is within 120 days of the close of the application period (March 6, 2015); the layoff's must become effective on or before July 4, 2015.

Do departments need to provide a copy of the layoff notice if they want to rehire or retain firefighters?
How can an applicant attach this documentation to the online application?

Yes. A copy of the official, signed, and issued layoff notices that correspond to the positions being requested must be attached to the Hiring grant application for applicants who request funds to rehire firefighters who were laid off and/or to retain firefighters at risk of layoff. When you select the Rehire and/or Retention option in the Request Details section of the application, an option will appear that directs you to attach an electronic copy of the layoff notice. The layoff notices may be in either a PDF or a Microsoft Word document. You may attach multiple documents if needed (Note: only .doc and .pdf files will be accepted).

A department hired SAFER firefighters in a prior year's grant with a contract that expires this year and the firefighters will not be laid off, but their jobs will be terminated. Can the fire department apply for an FY 2014 SAFER Grant to keep them employed?

Yes, in this case the fire department may apply for a grant to retain the firefighters; however, you must contact the Program Office to discuss the documentation that must be included for your unique situation.

Recruitment and Retention of Volunteer Firefighters

Who is eligible to apply for funding in the Recruitment and Retention of Volunteer Firefighters category?

Combination fire departments, volunteer fire departments, and national, state, local, or tribal organizations that represent the interests of volunteer firefighters may apply for funding in the Recruitment and Retention category.

What are examples of eligible costs under the Recruitment and Retention of Volunteer Firefighters category?

Applicants must correlate the activities for which funding is being requested and the identified recruitment or retention problems or issues being addressed. Additionally, FEMA will not fund activities if an applicant has not provided sufficient information detailing how an activity being funded will enhance recruitment and retention.

For specific examples of eligible costs, please refer to the FY 2014 SAFER FOA.

What are some ineligible expenses in the Recruitment and Retention of Volunteer Firefighters category?

Examples of ineligible expenses include but are not limited to the following:

- Salary and benefits for firefighters
- Firefighting equipment/vehicles
- Fire simulators or fire training props (e.g., burn trailers, forcible entry, etc.)
- Cash payments for non-operational activities
- Costs for training currently covered under the department's operating budget, such as tuition or instructor fees for department-mandated, basic-level training
- "Giveaways," such as pencils, pens, t-shirts, cups, mugs, or balloons, for recruitment events

Is communications equipment eligible under FY 2014 SAFER?

No. All communications equipment including cellphones, pagers, portable radios, or Computer-Aided Dispatch systems is ineligible under FY 2014 SAFER.

Can Personal Protective Equipment (PPE) for new firefighters be purchased under the Recruitment and Retention of Volunteer Firefighters category? What are the requirements?

Yes. OSHA-required and NFPA-compliant PPE is eligible only for newly recruited members, and reimbursement will be limited to the number of new recruits who received an NFPA 1582-compliant physical exam and are certified as "fit for duty." Only actual costs are allowed and will be paid on a reimbursable basis and FEMA may establish a reasonable cost allowable. Grantees will be required to provide documentation of completed NFPA 1582 physicals as well as documentation to support the purchase of the PPE.

Please refer to the FY 2014 SAFER FOA for examples of eligible PPE expenditures.

In previous years, SAFER Applicants were limited to requesting up to four sets of PPE for training; is there a limit on the number of PPE that can be requested under FY 2014 SAFERR?

No. For FY 2014, there is no limit on the number of sets of PPE that may be requested. Applicants should request the number of sets they think they will need based on the number of recruits that an organization anticipates will be recruited during the period of performance. Please refer to the FY 2014 SAFER FOA for examples of eligible PPE expenditures.

What types of tuition reimbursement are ineligible?

The FY 2014 SAFER Grant does not limit the type of tuition reimbursement one can apply for, and it does not have to be related to fire science or related fields.

Do Recruitment and Retention grantees need to submit training certificates?

While grantees are not required to submit these documents, training certificates, as well as any grant-related documents, must be retained by the grantee for a minimum of three years after the grant has been officially closed.

Can a grantee submit a payment request for pre-award expenditures?

Except for grant writer fees, pre-award expenditures are not reimbursable in the Recruitment and Retention category. However, costs incurred after award but prior to the start of the official period of performance (e.g., during the 90-day recruitment period) are eligible for reimbursement. Any costs incurred prior to the official period of performance will be charged against the total grant budget.

Is there a matching funds requirement for the Recruitment and Retention of Volunteer Firefighters category?

No. There is no local matching funds requirement for this category and no maximum federal share limit.

Are administrative or indirect costs eligible?

Administrative or indirect costs are limited to a combined total of three percent of the total awarded amount, unless a grantee has a previously negotiated and approved Indirect Cost Rate Agreement.

This indirect cost rate is established by a federal department or agency for the grantee's organization that the grantee uses to compute the dollar amount they can charge to the grant for indirect costs incurred during the execution of the grant agreement. (Information about Indirect Cost Rate Agreements can be found at <http://rates.psc.gov/>.)

Prior to submitting any claims for reimbursement of indirect costs, applicants must first submit a copy of their negotiated and approved Indirect Cost Rate Agreement to FEMA for review and approval. The indirect cost rate is applicable as long as it is consistent with the established terms of the agreement.

What is a "nominal stipend?"

Nominal stipends are eligible for firefighters where the primary duty is an operational assignment (fire suppression), regardless of collateral duties. A stipend is nominal if it does not exceed 20 percent of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20 percent threshold may be determined in one of two ways. Departments that maintain paid full time firefighters on their payrolls may compare the stipend to the salary they pay a full time firefighter who performs similar services to determine whether the stipend is more or less than 20 percent of that salary. Departments that do not maintain full time firefighters on

their payrolls may make the determination based on a comparison to the salary paid to a full time firefighter in a neighboring jurisdiction, elsewhere in the state, or ultimately the nation. They may also utilize data from the Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of-pocket expenses they incur.

If a stipend paid exceeds 20 percent of the prevailing wage, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the FLSA minimum wage and overtime provisions. Therefore they would not be eligible to receive a stipend under the grant.

How do you define a paid-on-call firefighter?

Firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is nominal. A department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department for purposes of this SAFER Program. A department whose membership is comprised of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department for the purposes of this SAFER Program. *Also refer to the definition of a nominal stipend.*

Eligibility

Who is eligible for SAFER Funding?

Eligible departments or organizations are limited to one application for Recruitment and Retention and/or one application for Hiring per application period. Your organization type determines your eligibility for SAFER Categories.

Entity	Volunteer Fire Departments	Combination Fire Departments	Career Fire Departments	National, state, local, or tribal volunteer firefighter interest organizations
Hiring of Firefighters category	✓	✓	✓	
Recruitment and Retention of Volunteer Firefighters category	✓	✓		✓

Can a career fire department apply under the Recruitment and Retention of Volunteer Firefighters category?

No. Career fire departments are not eligible for funds in the Recruitment and Retention category. They are only eligible for funding in the Hiring of Firefighters category.

I represent a volunteer firefighter interest organization that received a Fire Prevention and Safety grant. Are we eligible for a SAFER Grant also?

Yes. National, state, local, or tribal volunteer firefighter interest organizations that represent the interests of volunteer firefighters are eligible to receive funding under the Recruitment and Retention of Volunteer Firefighters category regardless of whether they received a Fire Prevention and Safety Grant. However, these organizations are not eligible for funding in the Hiring of Firefighters Category.

If my fire department was recently awarded an AFG Grant, can it still apply for SAFER?

Yes. While the SAFER Grants and the Assistance to Firefighters Grants (AFG) are administered by the same office, there are no restrictions with respect to having concurrent awards.

Is an independent rescue squad or emergency medical services unit eligible for SAFER Funding?

No. Independent rescue squads or emergency medical services unit are not eligible for SAFER Funding. Only fire departments and national, state, local, or tribal volunteer firefighter interest organizations are eligible for SAFER Grants.

If my department was awarded a prior-year SAFER Grant that still has an active performance period, is it eligible to apply for a SAFER Grant this year?

Yes. Applicants are eligible to receive more than one SAFER Award. Applicants wishing to apply for additional grants are subject to the same guidelines and requirements as discussed in the FY 2014 SAFER FOA and must indicate if the activities they are requesting are new initiatives or if they are building upon the previously awarded program.

Definition of Applicant Types

How do I determine whether I represent a volunteer, combination, or career fire department?

- A **volunteer fire department** has an all-volunteer force of firefighting personnel. For a fire department to have an all-volunteer force, no member may receive financial compensation (in the form of salary or wages) for their services other than life and health insurance, workers' compensation insurance, and/or a nominal stipend per call. FEMA considers a department to be majority volunteer if more than 50 percent of its membership is made up of personnel who do not receive financial compensation for services.
- A **career department** has an all-paid force of firefighting personnel other than paid-on-call firefighters (fire departments that provide reimbursement on a paid-on-call basis are considered to be a combination fire department for the purposes of this program).
- A **combination department** has paid firefighting personnel and volunteer firefighting personnel. At a minimum, a combination fire department must have at least one active firefighter that receives financial compensation for services (including paid-on-call) and/or at least one active firefighter that does not receive financial compensation for services other than life, health, and workers' compensation insurance. Additionally, a department whose membership is comprised of paid-on-call firefighters is considered a combination fire department for the purposes of this program.

How do you define a national, state, local, or tribal volunteer firefighter interest organizations?

These are defined as organizations that support, or represent the interests of firefighters in front of legislative bodies at the local, state, tribal, and federal level. Such organizations include, but are not limited to, state or local firefighter and/or fire chiefs' associations, volunteer firefighter relief organizations, and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

The SAFER Grants prohibit "for-profit" organizations from applying for grant funding. How do I determine if my department is for-profit?

If you are a municipally-based organization, (i.e., an organization providing services on behalf of a governmental entity), or if you are registered with the IRS as a 501(c)(3) corporation, you are NOT a for-profit organization and are eligible to receive SAFER Funding.

Completing the Application

When can I apply?

Applications will be accepted only from 8:00 a.m., **Monday, February 9, 2015**, until 5:00 p.m. Eastern Standard Time (EST) on **Friday, March 6, 2015**.

When is the grant application due?

The application deadline is **Friday, March 6, 2015**. Applications must be received by 5:00 p.m. EST. Applications received after the close of the application period will not be accepted.

How do I access the FY 2014 SAFER e-Grant application?

Applications under the FY 2014 SAFER will be accessible at <https://portal.fema.gov>. The application will also be linked via the US Fire Administration's (USFA) Website <http://www.usfa.fema.gov> and the Grants.gov Website <http://www.grants.gov>.

Regional Applications

Who may apply for a regional grant?

Eligible national, state, local, or tribal volunteer firefighter interest organizations and individual volunteer and combination fire departments may apply for regional grants in the Recruitment and Retention Category if their request will have an impact beyond the immediate boundaries of the applicant's first-due area. An eligible applicant will serve as the "host applicant" and apply on behalf of the other eligible organizations and fire departments benefitting from the grant.

Note: The Hiring of Firefighters category is not eligible as a regional project.

I'm planning to submit an application as a host for a regional project. When I answer the questions in the Applicant Characteristics section of the online application, do I use the statistics for the entire region that will be affected by the project or do I use my department's local statistics?

In completing the Request Details and Narrative Statement sections of the application, the applicant must include a list of participating third-party organizations that will benefit from the regional project if the project is approved. In completing the Department Characteristics section of the application, the regional applicant must include data that approximates the characteristics of all fire departments affected by the grant.

I'm applying as the host for a regional project, but I also have needs in my own department. Can I include my own department needs in the application?

Yes. An eligible applicant, which can include a fire department, may act as a "host applicant" and apply for support of both a regional initiative and its own department's internal needs on one application.

A regional host must include a list of all the participating organizations benefitting from a proposed regional project, and provide clear and detailed information on which activities are regional specific versus those that are host specific.

If awarded, the host applicant must agree to be responsible for all aspects of the grant. This includes, but is not limited to, accountability for the assets and all reporting requirements. Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document, signed by all parties participating in the award, prior to submitting an application under the Regional Program activities.

Technical Assistance for Applicants

Where can I obtain technical assistance in filling out the application?

The AFG Program Help Desk at 866-274-0960 will be available to provide technical assistance with completing your SAFER Application.

Normal business hours for the Help Desk are Monday through Friday, from 8:00 a.m. to 4:30 p.m. Eastern Time. During the application period, **February 9, 2015 - March 6, 2015**, the Help Desk will be staffed between the hours of 8:00 a.m. and 4:30 p.m. EST, Monday through Friday; and until 5:00 p.m. EST on **March 6, 2015**. However, these hours may change as the application period progresses. The toll-free number also accepts voicemail messages after hours or if the line is busy. In addition, questions may be faxed to 866-274-0942 or e-mailed to FireGrants@dhs.gov.

What is the "Request Details" section of the application?

The Request Details section is where applicants answer activity specific questions and enter the budget details of their grant proposal.

Do I need to register in SAM.gov?

Yes. Per 2 CFR § 25.205, SAM registration is required to receive a SAFER Grant Award. SAM registration is only active for one year and must be renewed annually; therefore, please ensure that your entity has an active registration in SAM.gov prior to submitting your application.

Payments and amendments are also contingent on the information provided in SAM, so it is imperative that the information in the application is correct, current, and matches the information in SAM.gov. Please ensure that your organization's name, address, DUNS number, and EIN are up to date in SAM, and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards.

Please also refer to the SAM.gov Get Ready Guide available on the AFG Website at <http://www.fema.gov/welcome-assistance-firefighters-grant-program> for additional assistance.

National Standards for SAFER

What standards does SAFER involve?

The industry minimum standards to be addressed by SAFER are the staffing and deployment sections of: **NFPA 1710, Section 5.2.4.2 (Initial Full Alarm Assignment Capability)**, which primarily applies to all-career fire departments and at the combination department's election; and **NFPA 1720 Section 4.3 (Staffing and Deployment)**, which primarily applies to all-volunteer fire departments and combination departments that do not elect to comply with NFPA 1710. The NFPA established a link providing information regarding these standards: www.nfpa.org/SAFERActGrant.

NFPA 1001

Standard for Firefighter Professional Qualifications (FFI and II)

This standard identifies the minimum job performance requirements for career and volunteer firefighters whose duties are primarily structural in nature. The purpose of this standard is to specify the minimum job performance requirements for firefighters. It is not the intent of the standard to restrict any jurisdiction from exceeding these requirements.

NFPA 1582

Standard on Comprehensive Occupational Medical Program for Fire Departments

To help fire departments ensure that personnel are medically capable of performing their required duties, the 2013 NFPA 1582 incorporates current research and knowledge to present the latest provisions for a comprehensive occupational medical program. The Standard provides separate chapters for the medical evaluation of candidates/prospective employees and for the occupational medical and fitness evaluations for fire department members. Requirements are equated against the essential job tasks based on several NFPA Professional Qualification Standards and apply to career, volunteer, private, industrial, governmental, and military fire department. For specific physical requirements, Recruitment and Retention applicants should refer to **NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1** and **Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members** (<http://www.nfpa.org/freeaccess>).

National Fire Incident Reporting System (NFIRS)

Do fire departments who apply for a SAFER Grant have to report to the National Fire Incident Reporting System (NFIRS)?

No. FEMA does not require FY 2014 SAFER Applicants to report to NFIRS.

Do volunteer firefighter interest organizations have to report to NFIRS?

No. Only fire departments provide reports to NFIRS.

National Incident Management System (NIMS)

Do fire departments that receive SAFER Grants have to comply with the requirements of the National Incident Management System (NIMS)?

Yes. Homeland Security Presidential Directive-5 requires that, beginning October 1, 2005, all recipients of federal preparedness funds (including recipients of federal grants and contracts) adopt the National Incident Management System (NIMS) as a condition for the receipt of the federal funds. Recipients of FY 2014 SAFER Grants will be considered to be in compliance with the NIMS requirement if the grantee: (a) has an operational knowledge of the Incident Command System (ICS); (b) has an understanding of NIMS' principles and policies; and (c) agrees to adopt and/or comply with all directives, ordinances, rules, orders, edicts, etc., passed down by the local or state authorities with respect to incident management. Responders who have already been trained in ICS do not need retraining if their previous training is consistent with DHS standards. In order for us to document compliance, grantees will be required to certify their compliance with the NIMS/ICS requirements as part of their grant closeout process. Grantees may contact their State Emergency Preparedness Officer or State Fire Marshal for local NIMS compliance requirements.

For Regional applications, are all of the benefiting organizations required to be NIMS compliant or just the host applicant?

Yes. All departments receiving equipment or services from a regional SAFER Grant must be compliant with all local edicts regarding NIMS.

Miscellaneous

Are there targeted funding amounts for the two SAFER Activities?

A total of \$340,000,000 has been appropriated for the FY 2014 SAFER Grants.

The appropriated funds are to be administered as indicated below. Specific funding parameters are highlighted as the result of a recommendation via the criteria development process (CD) or as required by *Federal Fire Prevention and Control Act of 1974, as amended*:

- 10 percent is set aside for the recruitment and retention of volunteer firefighters (15 USC § 2229a(a)(2))
 - No more than 33 percent of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, or tribal organizations that represent the interests of volunteer firefighters (CD)
- 10 percent is set aside for grants awarded to volunteer or majority volunteer departments for hiring of firefighters. A majority volunteer fire department is made up of more than 50 percent of personnel who do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. It may be necessary to go out of rank order to select a sufficient number of applications in order to meet the 10 percent requirement. (15 USC § 2229a(a)(1)(H))
- If less than 10 percent of the funds available for the hiring of firefighters are awarded to volunteer and majority volunteer fire departments, the remaining funds must be transferred to provide grants for the recruitment and retention of volunteer firefighters (15 USC § 2229a(a)(1)(H))

Tabled

February 11, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Intergovernmental Agreement Relative to Dog Control Services With County of Jefferson

The attached Resolution was introduced and Tabled on December 15, 2014, as there were additional questions raised by City Council.

It is recommended that this Resolution remain Tabled until all information requested is available to be presented to Council.

RESOLUTION

Page 1 of 1

Approving Intergovernmental Agreement
Relative to Dog Control Services With
County of Jefferson

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.

Total

YEA	NAY

Introduced by

Council Member Stephen A. Jennings

WHEREAS New York State Law requires the City of Watertown to provide the services of a Dog Control Officer and maintain a shelter for dogs, and

WHEREAS the City has the ability to contract with another municipal corporation to provide the services required by law, and

WHEREAS the County of Jefferson has provided Dog Control Service to the towns within the County for a number of years, and

WHEREAS the City of Watertown and the County of Jefferson have successfully consolidated their functions and facilities used for Dog Control since 1999,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Intergovernmental Agreement Relative to Dog Control Services, a copy of which is attached and made part of this resolution, and

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

Seconded by Council Member Joseph M. Butler Jr.

INTERGOVERNMENTAL AGREEMENT RELATIVE TO DOG CONTROL SERVICES

This sets forth an Agreement made the _____ day of _____, 2015, by and between the County of Jefferson (the "County"), with municipal offices located at 195 Arsenal Street, Watertown, New York 13601, and the City of Watertown (the "City"), with municipal offices located at 245 Washington Street, Watertown, New York 13601.

Recitals

Article 7 of the New York Agriculture and Markets Law requires the City to provide the services of a dog control officer and to maintain a shelter for dogs.

Under Section 115 of the New York Agriculture and Markets Law, the City may contract with another municipal corporation to provide the services required to be provided by the City.

The County has the authority, facilities and personnel to provide the required dog control services under contract with the City; to that end, it has successfully done so for sixteen years, thus provided operational efficiencies and better overall service to all taxpayers within Jefferson County.

Both the City and County wish to extend the intermunicipal agreement for dog control services because it is in the parties best interest to do so.

Agreement

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term:

This Inter-Municipal Agreement shall be for a term of five (5) years, beginning on January 1, 2015 and ending on December 31, 2019.

2. Obligations of the County:

- a. The County shall provide the City with the dog control officer services required by Article 7 of the New York Agriculture and Markets Law and will enforce certain provisions of Chapter 81 of the Watertown City Code, Article I (Sections 81-1, 81-5.1, 81-6, 81-9 and 81-13), Article IA and Article IV, as may be amended, and hereby attached for reference.
- b. The County shall provide and maintain a shelter for seized dogs; will properly care for all dogs in such shelter; will make available for adoption seized dogs not redeemed as provided for in the City Code and when required will make necessary arrangements to humanely euthanize. The shelter shall at all times during the term of this Agreement be under the care and charge of the County and shall be open to the public at reasonable hours.

- c. The County shall adhere to all provisions of Article 7 regarding the seizure, holding, care, redemption and disposition of seized dogs, and will keep all records required by New York Agriculture and Markets Law.
- d. The County shall collect and retain all impoundment fees.
- e. Enumeration services will be provided annually, with approximately one half of the city being done each year. The Dog Control Office shall notify the City Clerk in advance of the provision of these services.
- f. The County shall maintain complete financial records concerning the operation of the dog shelter and its dog control services. The County shall submit an annual program report to the City on or about January 31st of the following year.
- g. The City hereby authorizes the County Dog Control Officer to prosecute actions arising under Section 118 (1) of the Agriculture and Markets Law as violations under the Penal Law. The County will prepare all paperwork necessary for the prosecution of violations of the City Code, and the County's dog control officers will cooperate with the City Attorney for those prosecutions.
- h. The County shall report to the City every 30 days, in a clear and legible manner, the name, address and contact number of City residents responsible for adopting a dog from the County shelter.
- i. The County shall be responsible for removing all dog carcasses from public property within the City.
- j. The County shall investigate the status of an unlicensed dog, as documented in the City's monthly report, and will provide to the City a monthly report which includes the status of the dog, the attempt(s) to contact the owner, and the issue of an appearance ticket, if required.

3. Obligations of the City:

- a. Prior to the adoption of any amendments to Chapter 81 of the Watertown Municipal Code, the City will notify the County. A copy of Chapter 81 of the Watertown Municipal Code is attached for reference.
- b. The City shall remit to the County for 2014, \$91,500 for services provided during the City's Fiscal Year 2014-15; The City shall remit to the County for services provided during Fiscal Year 2015-16, \$93,788. In subsequent years, the amount the City pays will be adjusted by the lesser of the C.P.I. or the overall percentage increase in deficit funding.

- c. In addition to the money described in sub-paragraph b, the City shall remit to the County, on a monthly basis, a portion of all license fees collected by it in the preceding month equal to \$2.50 per dog.
- d. The City shall be responsible for the removal and disposition of animal carcasses on City-owned property.
- e. The City shall remit to the County on a monthly basis, a report of owners whose dog's license has expired.

4. Severability:

If any portion of this Agreement is determined to be invalid by a Court of Law, such invalidity shall not render invalid any remaining portions of this Agreement.

5. Obligation Limited to Funds Available:

The County shall provide the services herein agreed upon within the confines of the funds available therefor and no funds shall be raised by taxation by the County to finance said dog control program.

6. Amendment and/or Modification:

The parties hereto agree that this agreement may be revised, amended and/or modified only in writing, signed by all parties and attached hereto.

7. Termination:

This agreement may be terminated by either party at the end of any calendar year by the giving of notice in writing at least six months prior to the end of said calendar year, said six month period to commence on the day of mailing of said notice.

8. No Waiver:

In the event that the terms and conditions of this agreement are not strictly enforced by the County, such non-enforcement shall not act or be deemed to act as a waiver or modification of this agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this agreement thereafter.

9. Compliance With All Laws:

The County agrees that during the performance of the work required pursuant to this agreement, the County and all employees working under its direction and within the scope of employment shall comply with all applicable federal, state, and local laws, ordinances, rules, and/or regulations controlling or limiting in any way the performance of the work required by this

agreement. Any and all provisions required by law to be incorporated into this agreement shall be deemed to be inserted herein, and this agreement shall be read and enforced in conformance with such provision(s).

10. Right of County to Subcontract Services:

The County retains the right to subcontract for veterinarian, euthanising and cremation services or any other services not enumerated and/or otherwise required under this Agreement.

11. Choice of Law:

This agreement shall be governed by and under the laws of the State of New York. In the event of a dispute between the parties under this agreement, venue for resolution of such dispute shall be the County of Jefferson, New York.

12. Notices:

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may be designated hereafter in writing by either party:

Notice to the County:

County Administrator's Office
195 Arsenal Street
Watertown, NY 13601

Notice to the City:

City Manager's Office
245 Washington Street
Watertown, NY 13601

13. Extent of Agreement:

This agreement constitutes the entire integrated agreement between and among the parties hereto.

All of the above was established by the following signatures authorized by the respective parties.

Dated: _____

The City of Watertown

By: _____

Dated: _____

The County of Jefferson

By: _____

Tabled

February 11, 2015

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning & Community Development Coordinator

Subject: Approving Whitewater Park Public Access Limited Use Agreement
With Hole Brothers Holdings, LLC

The attached Resolution was introduced and Tabled on October 20, 2014.
A copy of the Agreement can be found in the Agenda for the October 20 meeting.

It is recommended that this Resolution remain Tabled until a response is
received from the New York State Department of State.

RESOLUTION

Page 1 of 1

Approving Whitewater Park Public Access Limited Use Agreement with Hole Brothers Holdings, LLC

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.

Total

YEA	NAY
	4

Introduced by

Council Member Teresa R. Macaluso

WHEREAS an Agreement with Hole Brothers Holdings LLC for the limited use for a portion of Whitewater Park has been drafted, and is attached and made part of this resolution, and

WHEREAS the City Council wishes to enter into said Agreement for the reasons recited in the Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves the Whitewater Park Public Access Limited Use Agreement between the City of Watertown, New York, and Hole Brothers Holdings LLC, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized and directed to sign the Limited Use Agreement on behalf of the City Council.

Seconded by Council Member Roxanne M. Burns

February 3, 2015

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: NYS Financial Restructuring Board Financial Assistance

Governor Cuomo has signed a law that allows municipalities that have elected to engage in multi-year planning with the assistance of a financial advisor, and have been identified as experiencing fiscal stress, to be reimbursed for all or part of the cost incurred for the external financial advisor from funds appropriated for the making of grants and loans by the Financial Restructuring Board for Local Governments.

Based on the attached report, the City qualifies as fiscally stressed as our average full value property tax rate is greater than the average full value property tax rate of 75% of the other municipalities.

Details of how the program will work have not yet been released by the NYS Financial Restructuring Board.

Fiscal Eligibility Based on Statutory Criteria

Sorted by Name			*Average Full Value Property Tax Rates (eligible if above 6.823)	*Missing Tax Levy Data (used to calculate full value tax rates)	*Average Fund Balance Percentages (eligible if below 5%)	*Missing Annual Financial Reports (used to calculate fund balance percentage)	Automatically Fiscally Eligible
Name of Municipality	Class	County					
1482 Waddington	Village	St. Lawrence	3.54		60.75%		No
1481 Waddington	Town	St. Lawrence	2.73		96.76%		No
1483 Walden	Village	Orange	8.16		3.81%		Yes
1484 Wales	Town	Erie	2.24		300.20%		No
1485 Walkill	Town	Orange	4.08		14.47%		No
1486 Walton	Town	Delaware	3.55		119.54%		No
1487 Walton	Village	Delaware	-	2012	-	2011, 2012	No
1488 Walworth	Town	Wayne	4.31		67.84%		No
1489 Wampsville	Village	Madison	4.55		-	2008, 2009, 2010, 2011,	No
1490 Wappinger	Town	Dutchess	2.43		-6.29%		Yes
1491 Wappingers Falls	Village	Dutchess	6.81		9.53%		No
1492 Ward	Town	Allegany	11.94		35.17%		Yes
1493 Warren	County	Warren	1.67		9.62%		No
1494 Warren	Town	Herkimer	5.41		-	2012	No
1495 Warrensburg	Town	Warren	3.48		28.92%		No
1497 Warsaw	Village	Wyoming	12.32		6.96%		Yes
1496 Warsaw	Town	Wyoming	4.96		107.84%		No
1499 Warwick	Village	Orange	3.94		16.19%		No
1498 Warwick	Town	Orange	2.29		30.55%		No
1500 Washington	County	Washington	2.95		17.22%		No
1501 Washington	Town	Dutchess	1.35		54.06%		No
1502 Washingtonville	Village	Orange	4.18		9.14%		No
1504 Waterford	Village	Saratoga	4.20		16.33%		No
1503 Waterford	Town	Saratoga	5.46		-	2012	No
1506 Waterloo	Village	Seneca	16.78		35.70%		Yes
1505 Waterloo	Town	Seneca	4.56		101.59%		No
1507 Watertown	City	Jefferson	7.01		33.48%		Yes
1508 Watertown	Town	Jefferson	0.88		93.35%		No
1509 Waterville	Village	Oneida	6.83		44.02%		Yes
1510 Watervliet	City	Albany	9.85		9.50%		Yes
1511 Watkins Glen	Village	Schuyler	8.94		82.36%		Yes
1512 Watson	Town	Lewis	5.54		48.53%		No
1513 Waverly	Town	Franklin	10.20		10.98%		Yes
1514 Waverly	Village	Tioga	11.59		29.80%		Yes
1515 Wawarsing	Town	Ulster	5.27		40.40%		No
1516 Wawayanda	Town	Orange	2.27		163.90%		No
1518 Wayland	Village	Steuben	5.81		31.88%		No
1517 Wayland	Town	Steuben	5.27		44.37%		No
1519 Wayne	County	Wayne	3.96		59.44%		No
1520 Wayne	Town	Steuben	2.46		87.30%		No
1521 Webb	Town	Herkimer	1.84		61.30%		No
1522 Webster	Town	Monroe	4.74		23.43%		No
1523 Webster	Village	Monroe	1.58		59.06%		No
1524 Weedsport	Village	Cayuga	5.41		135.79%		No
1525 Wells	Town	Hamilton	4.33		47.03%		No
1526 Wellsburg	Village	Chemung	4.70		118.36%		No
1528 Wellsville	Village	Allegany	18.98		28.85%		Yes
1527 Wellsville	Town	Allegany	6.50		122.13%		No
1529 Wesley Hills	Village	Rockland	1.28		33.23%		No
1530 West Almond	Town	Allegany	5.10		108.49%		No
1531 West Bloomfield	Town	Ontario	3.12		88.87%		No
1532 West Carthage	Village	Jefferson	6.77		77.27%		No
1533 West Hampton Dunes	Village	Suffolk	1.94		18.22%		No
1534 West Haverstraw	Village	Rockland	5.26		14.10%		No
1535 West Monroe	Town	Oswego	6.38		-	2012	No
1536 West Seneca	Town	Erie	11.15		22.97%		Yes
1537 West Sparta	Town	Livingston	9.98		111.40%		Yes
1538 West Turin	Town	Lewis	4.92		55.58%		No
1539 West Union	Town	Steuben	10.09		120.84%		Yes
1540 West Winfield	Village	Herkimer	5.93		52.25%		No
1541 Westbury	Village	Nassau	2.53		18.66%		No
1542 Westchester	County	Westchester	2.33		9.22%		No
1543 Westerlo	Town	Albany	3.17		28.17%		No
1544 Western	Town	Oneida	4.32		81.56%		No
1546 Westfield	Village	Chautauqua	7.89		25.61%		Yes
1545 Westfield	Town	Chautauqua	2.79		127.34%		No
1547 Westford	Town	Otsego	4.99		61.70%		No
1548 Westhampton Beach	Village	Suffolk	2.45		13.16%		No
1549 Westmoreland	Town	Oneida	0.13		111.76%		No
1550 Westport	Town	Essex	3.79		72.74%		No
1551 Westville	Town	Franklin	6.81		37.20%		No
1552 Wethersfield	Town	Wyoming	2.62		341.17%		No
1553 Wheatfield	Town	Niagara	3.29		19.83%		No
1554 Wheatland	Town	Monroe	5.59		68.90%		No

*Data supplied by the Office of the State Comptroller

February 12, 2015

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Community Development Block Grant (CDBG) 2014 Annual Action Plan
Amendment Public Hearing

In September of 2014, the U.S. Department of Housing and Urban Development (HUD) approved the City's Consolidated Plan and 2014 Annual Action Plan for the CDBG Program. In granting their approval, HUD recommended that the City amend the plan once locations for our proposed public improvement activities were determined.

Now that the project area for the CDBG sidewalk program and tree planting program has been established as Gaffney Drive, Staff will proceed with drafting the amendment to the plan as requested by HUD. The reason for completing the amendment is to solicit public comments and allow residents to determine the extent to which they would or would not be affected by the proposed activities. One of the requirements in completing an amendment to the plan is to hold a public hearing.

It is therefore recommended that the City Council schedule a public hearing for the proposed CDBG 2014 Annual Action Plan Amendment for 7:30 p.m. on Monday, March 16, 2015.

February 12, 2015

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Community Development Block Grant (CDBG) 2015 Annual Action Plan
Public Hearing

Planning Staff is beginning the process of developing the City's 2015 Annual Action Plan for the CDBG Program. One of the requirements in developing the plan is to hold a public hearing to obtain input from citizens, involved agencies and interested persons for the development of funding priorities and projects that will be included in the plan.

In addition to the public hearing, we will be contacting constituency groups and organizations that are identified in our Citizen Participation Plan and will discuss the plan at an upcoming City Council work session.

It is therefore recommended that the City Council schedule a public hearing for the CDBG 2015 Annual Action Plan for 7:30 p.m. on Monday, March 16, 2015.