

**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 Monday, February 6, 2012, 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 - Approving Employee Assistance Program Service Agreement, Northern Employee Assistance Services
- Resolution No. 2 - Approving Section 5311 Federal Transit Operating Assistance Agreement Between the City of Watertown And New York State
- Resolution No. 3 - Authorizing Application to New York Safety and Health Hazard Abatement Board, Occupational Safety and Health Training and Education Program Grant
- Resolution No. 4 - Accepting Bid for Extended Cab Chassis, Vision Ford

ORDINANCES

- Ordinance No. 1 - Changing the Approved Zoning Classification of Various Government-Owned Parcels in Order to Implement with the Recommendations of the Local Waterfront Revitalization Program

LOCAL LAW

PUBLIC HEARING

7:30 p.m.

Resolution Approving a Special Use Permit Request Submitted by Ed Kowalsky of Empire Recycling Corporation to Operate a Metals Recycling Facility at 301 Pearl Street, Parcel 4-01-101

OLD BUSINESS

STAFF REPORTS

1. Annual Performance Review – Ann M. Saunders, City Clerk
2. Annual Summary of Organizational Initiatives, Challenges and Accomplishments for 2011 – Mary M. Corriveau, City Manager
3. Street Naming
4. 138 Court Street Proposal
5. City Owned Property, 111 South Orchard Street, Massey Street South Outlet Sewer
6. Request for Expansion of CitiBus Service
7. Board and Commission Appointments
8. Fox Lawson Update
9. Crow Hazing Program Update
10. Tree Watertown Committee 2011 Annual Report
11. Jefferson County Dog Control 2011 Annual Report

NEW BUSINESS

EXECUTIVE SESSION

1. Collective Bargaining.
2. The employment history of a particular corporation.
3. The employment history of particular individuals.

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS
TUESDAY, FEBRUARY 21, 2012.

Res No. 1

January 30, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Employee Assistance Program (EAP) Service Agreement, Northern Employee Assistance Services

Attached for City Council consideration is a resolution approving a Service Agreement between the City of Watertown and Northern Employee Assistance Services (NEAS), 167 Polk Street, Watertown, NY. This Agreement will provide the City's approximately 350 employees and their family members with access to a program designed to help individuals deal with problems affecting their jobs and quality of life.

An effective EAP program is a crucial management tool aimed at helping employees cope with stressful situations at home and work, as well as contend with the many uncertainties of life. The NEAS is available to assist City employees and their family members with a wide range of situations such as substance abuse and addiction, job loss in the family, financial difficulties, home ownership, and stress in the home or workplace. When these or similar situations are occurring, they often end up impacting every aspect of an employee's life and will ultimately decrease productivity in the workplace and negatively affect the overall health and well-being of City employees.

NEAS has provided the City of Watertown with program utilization statistics for the past year which show that 12 individuals availed themselves of the services provided through this Agreement. In order to maintain a high awareness of this program, re-orientation sessions are scheduled at all City departments. The full set of utilization statistics is attached for Council review.

The rate for services under the proposed Agreement is \$20.15 per employee, which is up \$.40 per employee, or a 2%, over the \$19.75 charged last year. The total cost of this Agreement is \$7,012.20. Staff is recommending this Service Contract with NEAS be approved.

RESOLUTION

Page 1 of 1

Approving Employee Assistance Program Service Agreement, Northern Employee Assistance Services

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

Total

YEA	NAY

Introduced by

WHEREAS Employee Assistance Programs are designed to assist employees and their families with difficult issues related to finances, stress at home and in the workplace, substance abuse, and other issues related to the well-being of employees, and

WHEREAS an Employee Assistance Program is an effective and supportive management tool aimed at helping employees cope with life’s many challenges, and

WHEREAS the City wishes to continue to provide such a program for its employees and their families, and

WHEREAS the City of Watertown wishes to enter into a Service Agreement with Northern Employee Assistance Services, 167 Polk Street, Watertown, NY, for a one-year term,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Employee Assistance Program Service Agreement between the City of Watertown and Northern Employee Assistance Services, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Mary M. Corriveau, is hereby authorized and directed to execute the Agreement on behalf of the City.

Seconded by



The Marcy Building • 167 Polk Street, Suite 320 • Watertown, NY 13601

Telephone: (315) 788-4790

Fax: (315) 788-4922

NORTHERN EMPLOYEE ASSISTANCE SERVICES CONTRACT

Between the Northern Employee Assistance Services (Alcohol and Substance Abuse Council of Jefferson County) and **City of Watertown**, Watertown, New York. This agreement shall be in effect from **March 1, 2012 to February 29, 2013** or until cancelled by either party upon 60 days written notice to the other party.

The Northern Employee Assistance Services (hereinafter referred to as the Provider) will provide the following services to **City of Watertown**, (hereinafter referred to as the Company):

1. The Provider will consult with the Company and the advisory committee regarding continuing program development.
2. The Provider will assist the Company in the development, selection, and use of promotional materials as requested in order to keep all relevant persons appropriately informed about the EAP.
3. The Provider will offer free orientations as needed.
4. Trainings and seminars will be offered at a reduced rate of \$150 per hour and any related travel expenses will be paid by the Company.
5. The Provider will interview any person covered by the contract for the purpose of identifying problems, determining the appropriate service provider(s) to which the client can be referred, and arranging for such referrals. The Provider accepts responsibility for following the progress of these referrals.
6. The Provider will keep confidential records of all activities connected with the Company program, and will present statistical records on a regular basis.
7. The Provider will furnish technical assistance to the Company when appropriate with respect to the Northern Employee Assistance Services.
8. The Provider will assist the Company with any program evaluation efforts for the purpose of ongoing program development and justification.

The cost of said Northern Employee Assistance Services for the specified period, based on **348 employees at \$20.15 per capita is \$7,012.20**, payable in full or _____ parts. If the number of employees is incorrect, please make any necessary adjustments and initial the changes.

NORTHERN EMPLOYEE
ASSISTANCE SERVICES (ASAC)

City of Watertown



Date 1/19/12

_____ Date _____
Mary Corriveau, City Manager

William W. Bowman, Executive Director
Alcohol & Substance Abuse Council
of Jefferson County

CITY OF WATERTOWN

2011 COMPANY REPORT	QTR 1	QTR 2	QTR 3	QTR 4	YTD
OVERALL STATISTICS					
New Clients	5	3	2	2	12
Client Contacts	8	4	1	7	20
Phone Contacts	14	15	3	2	34
Orientation/Training Attendance	8	7	0	10	25
Benefits Fair	0	0	0	0	0
NEW CLIENT DATA ONLY					
Employees Assisted	4	2	2	2	10
Family Members Assisted	1	1	0	0	2
HOW EAP WAS ACCESSED					
Voluntary Self Referral	4	1	2	2	9
Family Member	1	1	0	0	2
Supervisor	0	1	0	0	1
Co-Worker/School	0	0	0	0	0
SOURCE OF AWARENESS					
Poster	0	0	0	1	1
Pamphlet	1	0	0	0	1
Orientation	2	1	1	0	4
Co-Worker/School	1	0	1	0	2
Supervisor	0	1	0	0	1
Family Member/Friend	1	1	0	1	3
Wallet Card	0	0	0	0	0
PROBLEM AREA					
Alcohol Use	0	1	0	0	1
Drug Use	0	0	0	0	0
Alcohol/Drug use in family	1	0	0	0	1
Mental/Emotional	1	0	2	0	3
Financial	1	0	0	0	1
Job/School	0	0	0	1	1
Family/Relationship	2	2	0	1	5
Legal	0	0	0	0	0
ASSESSMENTS/RESULTS					
Formal Referral	0	0	0	0	0
Handled by EAP Staff	5	3	2	2	12

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, Assistant City Manager

Subject: Approving Section 5311 Federal Transit Operating Assistance Agreement with New York State Department of Transportation

The City of Watertown has received notification from the NYS Department of Transportation that operating assistance allocations for the City's bus service have been made for 2012-13 in the amount of \$137,300. Allocations under this program are based on four (4) components: non-urbanized population, passengers per mile, number of buses and local contribution.

In order to receive these payments, the Federal Transit Operating Assistance Agreement between the City of Watertown and the State of New York needs to be extended, as it expires on June 30, 2012. The State of New York Department of Transportation has forwarded for City Council approval a new Federal Transit Operating Assistance Agreement. The term of the proposed Agreement commences July 1, 2012 and terminates June 30, 2018. A copy of this Agreement is attached for your review.

RESOLUTION

Page 1 of 1

Approving Section 5311 Federal Transit
Operating Assistance Agreement
Between the City of Watertown
And New York State

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

Total

YEA	NAY

Introduced by

WHEREAS Section 5311 of Title 49, United States Code, provides federal financial assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the States, and

WHEREAS the City of Watertown may make application annually to the New York State Department of Transportation for such federal aid for operating assistance for a Project to provide public mass transportation service on a continuing basis in Watertown, New York, and

WHEREAS the City of Watertown desires to enter into a continuing agreement with the State of New York for the undertaking of the Project,

NOW THEREFORE BE IT RESOLVED that City Manager Mary M. Corriveau is authorized and directed to execute the continuing agreement between the City of Watertown and the State of New York providing for the undertaking of the Project and authorizing annual grant applications for such Section 5311 funds, and

BE IT FURTHER RESOLVED that City Manager Mary M. Corriveau is authorized to act on behalf of the City of Watertown to progress and complete the above named Project, and

BE IT FURTHER RESOLVED that City Manager Mary M. Corriveau is authorized to sign any contracts or agreements between the City of Watertown and any third party subcontractor necessary to complete said public transportation project.

Seconded by

**FEDERAL TRANSIT OPERATING
ASSISTANCE AGREEMENT
Contract No: C003930**

This Agreement, effective this **1th day of July, 2012 – 30st day of June 2018** by and between the New York State Department of Transportation (“NYSDOT”), having its principle office at 50 Wolf Road, Albany, New York 12232, on behalf of New York State (“State”),

and the

City of Watertown
(hereinafter referred to as "Contractor")
with its office at
245 Washington Street, Watertown, NY 13601

WITNESSETH:

WHEREAS, Section 5311 of Title 49, United States Code, provides federal financial assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the States; and

WHEREAS, the Governor of the State has designated NYSDOT to receive and administer federal funds under this Nonurbanized Area Formula Program; and

WHEREAS, NYSDOT is authorized by Section 14 of the Transportation Law to assist in the operation of transportation facilities and services in the State, including mass transit facilities and services; and

WHEREAS, the Contractor may make application annually to NYSDOT for such federal aid for operating assistance for the Project; and

WHEREAS, annual Project Applications are submitted to NYSDOT for approval and approved annual Project Applications are included in the State’s annual 5311 program submitted to the Federal Transit Administration for approval for federal financial assistance; and

WHEREAS, NYSDOT and the Contractor desire to enter into a continuing agreement for the receipt by the Contractor of federal operating assistance payments pursuant to said annual Project Applications, provided that such federal funding is made available by the Federal Transit Administration and the State;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Contractor agree as follows:

1. Definitions. As used in this Agreement:

"Section 5311" means Section 5311 of Title 49, United States Code.

"Commissioner" means the Commissioner of Transportation of the State and the Commissioner’s duly authorized representatives

"State" means the State of New York.

"Contractor" means the county, city, public transportation authority or Indian reservation identified in the opening paragraph of this Agreement.

"Operator" means the person, municipality, authority, agency, corporation or other entity that directly incurs the costs and liabilities of operation of the Project transit services.

"Project" means the annual provision of public mass transportation (transit) services specified in each approved annual Project Application of the Contractor.

"FTA" means the Federal Transit Administration of the United States Department of Transportation.

"Eligible Operating Expenses" shall mean costs directly incurred by the operator(s) of the transit services in undertaking the Project that are eligible for federal reimbursement, and shall include, but not be limited to, expenses for driver salaries, fuel and maintenance, and may include the cost of an independent audit of the project.

"Net Operating Deficit" shall mean the Eligible Operating Expenses of the Project minus farebox revenues, as determined by the method prescribed in the Contractor's approved Project Application and verified by an annual report certified by the chief financial officer of the Contractor or the Federal Single Audit of the Project.

"Unfunded Deficit" of the Project shall mean the Net Operating Deficit of the Project less other revenues attributable to the operation of the Project's transit services and less governmental subsidy payments or reimbursements other than those paid pursuant to this Agreement.

"Project Application" means each annual Project Application for each fiscal year submitted by the Contractor to, and as approved by NYSDOT, including all project supporting information submitted therewith.

2. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of the non-urbanized area public transportation project (hereinafter referred to as "Project") by the Contractor, and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be performed.

In cases where this Agreement covers the reimbursement of eligible operating expenses for the public transportation services for more than one Project or Operator, the terms of this Agreement shall apply to each such Project or Operator. An annual report of each Operator's services funded by each Project shall be prepared for each fiscal year according to the terms and conditions of Article 13 of this Agreement.

3. Documents Forming the Agreement. This Agreement shall consist of this document, the Contractor's duly executed and approved annual Project Applications and the following attached appendices, and any laws, rules, regulations and procedures referred to herein or applicable to the "Nonurbanized Area Formula Program"(49 USC § 5311):

Appendix A	--	Standard Clauses for New York State Contracts
Appendix A-1	--	Supplemental Title VI Provisions (Civil Rights Act)
Appendix B	--	Federal Clauses
Appendix C	--	Certified Resolution of Contractor
Schedule A	-	Project(s) Description, Funding & Development Schedule

4. Federal Share. The State shall pay to the Contractor, up to, but not exceeding, the Federal Share of the Eligible Operating Expenses of the Project as described in Appendix C and the approved Project Applications, subject to the terms and conditions of this Agreement, including verification of the Projects eligible Operating Expenses, operating and other revenues, Net Operating Deficit and Unfunded Deficit by the certified Annual Report and, if applicable, the Federal Single Audit required by Articles 13 and 14 of this Agreement. The amount of the Federal Share shall be estimated and determined by the method prescribed in the Contractor's approved annual Project Application and shall not exceed either the Unfunded Deficit or fifty percent (50%) of the Net Operating Deficit. The actual amount of the Federal Share paid shall be determined by the Certified Annual Report. Any references in this Agreement to State financial participation shall mean the Federal Share. NYSDOT shall have no liability under this agreement for any amount beyond the amount approved for funding by the FTA and made available to NYSDOT by the State.

5. Non-federal Share. The non-federal portion of the Eligible Operating Expenses of the Project shall be paid for as described in each of the Contractor's approved annual Project Applications, consistent with federal Section 5311 regulations, with the condition that the State incurs no obligation under this Agreement to pay any funds to the Contractor other than the Federal Share.

6. Third Party Benefits. Nothing herein shall be construed to create or grant any third party benefits or rights in any operator or other entity, unless the entity claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. Contracts of the Contractor. The Contractor shall not execute any contract, amendment thereto or change order, with any third party operator or carrier for the purchase of the public transportation services specified in this

Agreement without the prior written concurrence of NYSDOT with said contract or amendment subject to the inclusion therein of such terms and conditions as NYSDOT may deem necessary or desirable to effectuate the purposes of this Agreement. Such terms and conditions shall include provision for compliance with all applicable rules, regulations and project supporting requirements of Section 5311 of Title 49, United States Code, as the latter are specified and agreed to in each of the Contractor's approved annual Project Applications. Should the Project be undertaken by more than one operator, then this Article and other applicable terms and conditions of this Agreement shall apply to all such operators.

8. Compliance with Applicable Laws, Rules and Regulations. The Contractor shall comply with all Federal, State and local laws, ordinances, rules, regulations and procedures applicable to its actions and activities relating to this Agreement, the Nonurbanized Area Formula Program (49 USC § 5311), and the project compliance/assurances as specified and agreed to in each approved annual Project Application.

9. Contractor Authorization under Federal, State and Local Law. In the event that any approval, permit, action, proceeding or authorization is required by applicable law, ordinance, rule or regulation to enable the Contractor to enter into this Agreement, or to undertake the Project, or to observe, assume, or carry out any of the provisions of this Agreement, the Contractor will initiate and complete such action as is so required. The Contractor shall likewise initiate and prosecute to completion all actions necessary to enable the Contractor to provide its portion, if any, of the non-federal share of the Eligible Operating Expenses of the Project.

10. Claims and Liability. The Contractor shall indemnify the State and its employees against and hold them harmless from any and all claims, actions, suits, proceedings, costs, expenses, judgements, damages and liabilities, including reasonable attorneys' fees, arising out of or resulting from acts or omissions of the Contractor, its contractors, sub-contractors, agents or employees, relating to the Project or the provision of project services.

11. Reimbursement and Payments. The State shall reimburse the Contractor for the Federal Share of the Project's Eligible Operating Expenses in accordance with the terms and conditions of this Agreement. Only those operating expenses incurred by the Operator of the transit system in undertaking the Project which are eligible for federal reimbursement and are specified and estimated in each approved annual Project Application shall be eligible for payment by the State under this Agreement, and the State shall be entitled to recover from the Contractor any monies which it pays to the Contractor under this Agreement which are subsequently determined to be ineligible for such federal reimbursement.

- (a) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index/htm, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.:
- (b) Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller.
- (c) Payments. The Contractor shall submit payment requests to NYSDOT, in a form prescribed by NYSDOT, for each project period. No payments will be made for any amount that would cause the aggregate amount of all payments for the Project to exceed the approved estimated Federal Share.
- (d) Advance Payments. In accordance with applicable provisions of the State Finance Law and the General Municipal Law, NYSDOT may, in NYSDOT's discretion, authorize whole or partial payments to the Contractor under this Agreement in advance of the time project costs are actually incurred by the Contractor. NYSDOT may require the Contractor to submit additional information as may be necessary to justify an advance payment.
- (e) Withheld Payments. Subject to the other provisions of this Agreement, requests for payment will be honored by NYSDOT except that the State may elect by written notice to withhold any payments if:
 - (1) The Contractor or the Operator shall have taken any action pertaining to the Project or this Agreement without the approval of NYSDOT where, under the terms of this Agreement, such approval of NYSDOT is required; or
 - (2) The Contractor, its officers, members or employees or the Operator shall have violated any applicable conflict of interest rule, regulation, ordinance or statute in connection with this Agreement or the Project; or

(3) The Contractor or the Operator shall be in default under any provision of this Agreement; or

(4) Funding of the Project has not been made available to NYSDOT.

(f) Disallowed Costs. In determining the amount of the Project's Eligible Operating Expenses, NYSDOT may exclude all Project costs incurred by the Operator prior to the effective date of this Agreement, costs incurred for activities which are not provided for in each annual approved Project Application, and costs attributable to goods or services received under a contract or other arrangement which has not been approved in writing by the NYSDOT where such written approval is required to be obtained under the terms of this Agreement.

12. Project Records.

(a) Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain, and cause the Operator to maintain, in accordance with requirements established by NYSDOT, separate account(s) for the Project, either independently or within its existing accounting system, to be known as the Project Account(s).

(b) Documentation of Project Costs. All costs or operating expenses charged to the Project Account(s), including any approved services contributed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, receipts, vouchers or other acceptable documentary evidence of the nature and propriety of the charges. All documents supporting Project operating expenses, revenues and other payments incurred or received by the Contractor or the Operator shall be maintained in a secure manner by the Contractor or the Operator at their headquarters or at such other place as shall be readily accessible to the NYSDOT, the State Comptroller, the United States Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, for purposes of auditing project costs, revenues and expenditures.

(c) Checks, Orders, and Vouchers. Any check or order drawn by the Contractor or the Operator with respect to any item which is or will be chargeable against the Project Account(s) will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor or the Operator stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

13. Project Reports

(a) Annual Report. Except when otherwise notified by NYSDOT, the Contractor shall prepare and submit to NYSDOT an Annual Report certified by the chief financial officer of the Contractor describing the Project services rendered, number of passengers carried, operating expenses incurred and revenues received for each twelve-month period for which federal assistance is requested for the Project, in such form as required by NYSDOT. The certified Annual Report shall also be provided to the person or CPA firm performing the annual Federal Single Audit per OMB Circular A-133 for the period if the Contractor is required to have a Federal Single Audit performed for the period.

Such certified Annual Report and acceptance of such report by NYSDOT is a condition of receiving federal Section 5311 operating assistance and such Report must be furnished to NYSDOT within six months of the end of each fiscal period. NYSDOT may, upon due written notice to the Contractor, extend the deadline for receipt of the certified Annual Report to such other date as may be deemed appropriate. The certified Annual Report must certify the number of passengers carried, the revenue vehicle miles driven, the actual amount of Operating Expenses, operating revenues or other revenues, including other governmental subsidy payments, the Net Operating Deficit and the Unfunded Deficit of the Project, described in the annual Project Application on which the claim for federal assistance is based, and that the amount claimed for federal reimbursement is consistent with and eligible for reimbursement under all applicable federal regulations including 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (also known as "the common grant rule"). Should the Operating Expenses of the Project be determined in the Contractor's annual Project Application on a unit cost (cost per mile or per hour) basis and should said unit cost basis be specified in an executed purchase of service agreement (third-party contract) between the Contractor and the Operator for the rendering of the Project services, then the certified Annual Report may, in lieu of certifying the actual Operating Expenses of the Project, certify the actual miles or hours of Project services rendered by the Operator during the Project Period.

Should the Contractor fail to submit a certified Annual Report required by this Agreement within the established deadline for same, NYSDOT may withhold any subsequent payments for this or any other federal Section 5311 Project of the Contractor until receipt and acceptance of said certified Annual Report. The State shall recover all project payments from the Contractor should the Contractor fail to submit a certified Annual Report pursuant to this Agreement.

Should the certified Annual Report demonstrate that the Operator's actual amount of Eligible Operating Expenses, operating or other revenues including State and local subsidy payments, Net Operating Deficit or Unfunded Deficit differs from that estimated in the corresponding approved annual Project Application to the extent that the actual Federal Share to be paid by the State to the Contractor pursuant to this agreement is less than the amount so estimated, the State may then, upon written notice to the Contractor, deduct any excess Federal Share paid to the Contractor under this Agreement from either: (1) the Federal share for a subsequent fiscal year of the Project; or (2) a future allocation of Section 5311 funds made by NYSDOT to the Contractor. In the event that the Contractor fails to submit an application for a subsequent federal Section 5311 project or the Contractor's application is not approved, the Contractor shall remit to the State the entire excess amount of the Federal Share previously paid to the Contractor within thirty (30) days of NYSDOT's written request of the Contractor to do so.

(b) The Contractor shall also prepare and submit to NYSDOT such other Project evaluation or progress reports as required by NYSDOT or FTA and submit them in accordance with State and FTA requirements.

14. Audit and Inspection.

(a) Federal Single Audit. Contractors are required to comply with the provisions of United States Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

(b) Inspection. The Contractor shall permit, or cause the Operator to permit, representatives of NYSDOT or the United States Secretary of Transportation to inspect the operation of the Project at any time. Also, in addition to the records and reports of Articles 12 and 13 of this Agreement, the Contractor shall also retain, or cause the Operator to retain, all data, reports, records, logs, trip tickets and other materials and information relating to activities covered by this Agreement for a period of three (3) years following the date upon which final payment is made under this Agreement, and shall make the same available to NYSDOT, the State Comptroller, the United States Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, for audit, inspection and copying, upon request.

15. Term of Agreement. The term of this Agreement shall be the time period of public transportation service as specified in Appendix C. Payment under this Agreement is subject to the existence of a current grant agreement between FTA and the NYSDOT and the availability of Section 5311 monies, the approval by NYSDOT of each annual Project Application of the Contractor, and the Contractor's compliance with the terms and conditions of this Agreement.

16. Termination or Suspension of State's Obligation.

(a) For Convenience. The State reserves the right to terminate the Project and cancel this Agreement for its convenience. In the event of such termination and cancellation, the provisions of paragraph (c) of this Article shall be applicable.

(b) With Cause. If the Contractor or Operator, before completion, discontinues the Project or project services, or if, for any reason, the commencement, prosecution or timely completion of the Project is rendered improbable, impossible or illegal, NYSDOT may, by written notice to the Contractor, terminate any or all of the State's obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.

(c) Action Subsequent to Notice of Termination or Suspension. Upon receipt of any termination or suspension notice under this Article, the Contractor shall promptly carry out the actions required by such notice which may include any or all of the following: (1) termination or suspension of Project activities and such other action as the NYSDOT deems necessary in order to minimize the cost basis for State reimbursement; (2) furnishing a status report of the Project activities and the Project Account and a proposed schedule, plan and budget for terminating or suspending the Project; and (3) furnishing an estimate of the State's share of the costs arising from the termination or suspension.

If the Contractor fails to furnish, within a reasonable time, a schedule, plan and budget for the termination or suspension of the Project, the termination or suspension shall be carried out in accordance with such terms and conditions as NYSDOT may impose.

The acceptance by the State of a remittance of funds previously paid to the Contractor, or the closing out of State financial participation in the Project, shall not constitute a waiver of any claim which the State may otherwise have arising out of this Agreement.

17. Resolution of Disputes. Disputes between parties to this Agreement shall be resolved in conformance with the practice followed by NYSDOT in resolving disputes in other contractual matters.

18. Executory Clause. This Agreement shall be deemed executory only to the extent that funds are available to the State for the performance of the terms hereof and no liability on account shall be incurred by the State beyond such funds being available for the purpose thereof.

19. Notices. 1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

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

State of New York Department of Transportation

Name: Thomas M. Vaughan

Title: Acting Director, Public Transportation Bureau

Address: POD 5-4, 50 Wolf Rd, Albany NY 12232

Telephone Number: 518-457-8335

Facsimile Number: 518-485-7563

E-Mail Address: tvaughan@dot.state.ny.us

[Contractor Name] address

Sponsor: City of Watertown

Chief Elected: Ms. Mary Corriveau

Address 1: 245 Washington Street

Address 2: Watertown, NY 13601

Phone: (315) 785-7772

Fax: (315) 755-9379

Email: kwebster@watertown-ny.gov

19.1. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

19.2. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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APPENDIX A: NY STATE REQUIRED CLAUSES

December 6, 2011

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to:

(i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications

and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (Non-Federal Aid New York State Contracts). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS (Non-Federal Aid New York State Contracts). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced

or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

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

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

APPENDIX B: US GOVERNMENT REQUIRED CLAUSES

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the municipal corporation with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 49 USC 5323(f) and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the municipal corporation (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Seismic Safety – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance

to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* Contractor shall report each violation to the municipal corporation and understands and agrees that the municipal corporation shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Bus Testing – Applicability – Rolling Stock/Turnkey

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following: 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the municipal corporation prior to the municipal corporation's final acceptance of the first vehicle. 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public. 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the municipal corporation prior to the municipal corporation's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications: (1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. (2) Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications. (3) Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying –Ap plicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports– Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the municipal corporation, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the municipal corporation and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Bonding Requirements – Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - (1) 50% of the contract price if the contract price is not more than \$1 million;
 - (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air – Applicability – All contracts over \$100,000

(1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 *et seq.* Contractor shall report each violation to the municipal corporation and understands and agrees that the municipal corporation will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts – Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans,

funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30

days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The municipal corporation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the municipal corporation for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the municipal corporation shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties - Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The municipal corporation and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the municipal corporation, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts –A pplicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq.* and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance

under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the municipal corporation may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the municipal corporation's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation. If contractor is in possession of any the municipal corporation property, contractor shall account for same, and dispose of it as the municipal corporation directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the municipal corporation may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the municipal corporation that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the municipal corporation, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the municipal corporation in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions

If contractor fails to remedy to the municipal corporation's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the municipal corporation setting forth the nature of said breach or default, the municipal corporation shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the municipal corporation from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the municipal corporation elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the municipal corporation shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the municipal corporation, by written notice, may terminate this contract, in whole or in part, when it is in the municipal corporation's interest. If the contract is terminated, the municipal corporation shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the municipal corporation goods, contractor shall, as directed by the municipal corporation, protect and preserve the goods until surrendered to the municipal corporation or its agent. Contractor and the municipal corporation shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the municipal corporation may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the municipal corporation resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the municipal corporation in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the municipal corporation, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the municipal corporation in writing of the causes of delay. If in the municipal corporation's judgment, delay is excusable, the time for completing the work shall be extended. the municipal corporation's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the municipal corporation's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the municipal corporation may terminate this contract in whole or in part, for the municipal corporation's convenience or because of contractor's failure to fulfill contract obligations. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the municipal corporation all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the municipal corporation's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the municipal corporation may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the municipal corporation.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the municipal corporation may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the municipal corporation or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the municipal corporation, or property supplied to contractor by the municipal corporation. If termination is for default, the municipal corporation may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the municipal corporation's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the municipal corporation determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the municipal corporation, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-wide Debarment and Suspension (Nonprocurement) – Applicability –Co ntracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements– Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 *et seq.*, (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution – Applicability – All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the municipal corporation's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the municipal corporation's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the municipal corporation's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the municipal corporation, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the municipal corporation and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within New York State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the municipal corporation or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data – Applicability – Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contracts Involving Experimental, Developmental, Or Research Work.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work: (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA. (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this

clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work. (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified. (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.]

(2) Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The New York State goal is available by

contacting the Department. The municipal corporation's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere. b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)). c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the municipal corporation. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the municipal corporation and contractor's receipt of the partial retainage payment related to the subcontractor's work. e. The contractor must promptly notify the municipal corporation whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the municipal corporation.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the municipal corporation to be in violation of FTA terms and conditions.

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

Other Federal Requirements

Full and Open Competition – In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation

Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation – To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the municipal corporation shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the municipal corporation's Procurement Guidelines, available upon request from the municipal corporation.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the municipal corporation to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the municipal corporation and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 *Fed. Reg.* 74087, December 14, 2005.

Environmental Justice. The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial

Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements For State Administered Federally Aid Funded Projects Only

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal agency, the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. General Accounting Office (GAO). Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Rd, Albany, NY 12232.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The CFDA number for the Federal Transit Administration Nonurbanized Area Formula (Section 5311) is 20.509.

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

APPENDIX C

CERTIFIED RESOLUTION OF CONTRACTOR

SCHEDULE A

PROJECT(S) DESCRIPTION, FUNDING & DEVELOPMENT SCHEDULE

**PROJECT AGREEMENT
SCHEDULE A Dated**

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Grantee:

City of Watertown

Comptroller's Contract #: C003930 Contract period: 7/1/2012 to 6/30/2018

AGREEMENT PURPOSE: Main Agreement Supplemental Schedule Administrative Correction

GENERAL PROJECT DESCRIPTION

Section 5311 Operating Assistance

PROJECT LOCATION/JURISDICTION or SERVICE AREA

City of Watertown

PIN	Project	Award ID:	Rev:	Estimated Project Cost	Federal Share	Admin/ Direct	%	*State Share	%	Local Share	%	Source State Approp	Project End Date	Useful Life
7791.40.403	2012 Operating Assistance	NY-18-X030-00	1	\$274,600	\$137,300	Admin	50	\$0	0	\$137,300	50	Omnibus		
Agreement Total:				\$274,600	\$137,300			\$0		\$137,300				

* With NYSDOT concurrence, the state shares may be interchanged among PINs within the Schedule and total State share

Res No. 3

January 30, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Authorizing Application to New York Safety and Health
Hazard Abatement Board, Occupational Safety and Health
Training and Education Program Grant

Superintendent of Public Works Eugene P. Hayes is asking for authorization to again submit an application for funding to the State of New York Safety and Health Hazard Abatement Board for funding to support occupational and safety health training for our employees. Each year the City of Watertown provides occupational training opportunities for its employees. The \$19,875 in funding, increased from \$15,000 last year, applied for under this grant program will provide us with an opportunity to expand the number of people receiving the training, expand the training programs offered and have 100% of the cost covered by the grant.

The attached memorandum from Mr. Hayes details the training topics to be offered, the number of sessions to be conducted, length of the training sessions and total trainees. For this year's application employees from Public Works, Parks and Recreation, Water and Waste Water Treatment and Engineering departments will participate in these training sessions.

A resolution is attached for City Council consideration authorizing the Mayor to sign and submit the grant application on behalf of the City of Watertown. The deadline for this grant application is February 13, 2012.

RESOLUTION

Page 1 of 1

Authorizing Application to New York Safety and Health Hazard Abatement Board, Occupational Safety and Health Training and Education Program Grant

Introduced by

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

WHEREAS the State of New York Safety and Health Hazard Abatement Board is accepting applications for funding to support occupational and safety health training for public and private employees, and

WHEREAS each year the City of Watertown provides occupational training opportunities for its employees, and

WHEREAS Superintendent of Public Works Eugene P. Hayes is recommending that the City prepare an application for \$19,875 in funding to provide the City with an opportunity to expand the number of people receiving the training and expand the training programs offered,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the submission of a grant application in the amount of \$19,875 to the State of New York Safety and Health Hazard Abatement Board, and

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

Seconded by

NEW YORK STATE

TRAINING AND EDUCATION PROGRAM

ON

OCCUPATIONAL SAFETY AND HEALTH

**HAZARD
ABATEMENT
BOARD**

APPLICATION FORMS AND INSTRUCTIONS

**PROPOSALS MUST BE SUBMITTED IN A SEALED
ENVELOPE LABELED "HAB OSH T&E APPLICATION"**

Grant applications must be received at the OSH T&E Office by 5 P.M. (New York Time) on February 13, 2012 or be postmarked by such date in accordance with the proposal submittal instructions.

APPLICATION PROCESSING

SUBMITTAL INFORMATION

A completed grant application using the 2012-13 forms consists of **FIVE SETS** of the forms which must be submitted in the order shown below. The forms in an application packet are as follows:

Grant Application Cover Sheet*	HAB TE – 100
Project Summary	HAB TE – 101
Potential Conflict of Interest Disclosure	HAB TE – 101.3
State Certifications	
Responsibility Questionnaire	
Training Grant Management Summary	
Project Narrative	HAB TE – 102.1 & 102.2
Budget Summary	HAB TE – 110
Detailed Budget (Eight Pages)	HAB TE – 110.1 – 110.8
Budget Narrative (Pages 1-4)	HAB TE – 144

- * At least one copy of the “Grant Application Cover Sheet” must be signed by the Chief Executive Officer of the applicant organization in **BLUE INK**. The remaining signature pages may be photocopies.

NOTE: WHEN COMPLETING THE BUDGET FORMS, PLEASE ROUND AMOUNTS OFF TO THE NEAREST DOLLAR.

An application can be sent via the U.S. Postal Service, express mail delivery service, or hand delivered. **TELEFAXED AND E-MAILED DOCUMENTS WILL NOT BE ACCEPTED.** Any postage or delivery costs are the applicant’s responsibility. The Board takes no responsibility for any third party error in the delivery of applications (e.g. U.S. Post Office, Federal Express, UPS, courier, etc).

A completed application packet should be sent to the:

Hazard Abatement Board
Occupational Safety and Health Training and Education Program
HAB OSH T&E APPLICATION
State Office Campus, Building 12 – Room 166
Albany, New York 12240

Application packets **must be received** at the address shown by 5 p.m. (New York Time) on **February 13, 2012**, or be postmarked by such date in accordance with the proposal submittal instructions.

NOTE: Application packets sent via the U.S. Postal Service or by DHL Express (DHL), Federal Express (FedEx), or United Parcel Service (UPS) will be considered timely filed if postmarked on or before the February 13, 2012 due date and properly addressed to the address shown above.

Rules for determining postmark date

U.S. Postal Service

The U.S. Postal Service postmark **must be legible**. It is the grant applicant's responsibility to ensure that the postmark is legible. Applications received after the due date by U.S. Postal Service mailing which do not contain a legible postmark will be rejected as untimely.

DHL, FedEx, and UPS

DOL will follow the rules set forth in the New York State Department of Taxation and Finance, Publication 55 (*Designated Private Delivery Services*) to determine the postmark date of application packets delivered by DHL, FedEx, or UPS. Grant applicants may find these rules at

www.tax.state.ny.us/pdf/publications/general/pub55.pdf - 2009-02-19

REVIEW PROCESS

Since the review process begins immediately, any revisions, addenda, or support letters which arrive after the deadline will not be considered. Therefore, applicants are advised to append all letters of support to their proposals at the time of submission.

NOTE: All applicant organizations are screened for violations of the New York Labor Law and non-payment of New York State Unemployment Insurance tax.

When all applications have been reviewed, recommendations are forwarded to the Board for a vote. Each applicant will be formally notified of the Board's determination.

Attached you will find copies of all required grant application forms for the Occupational Safety and Health Training and Education Program.

**STATE OF NEW YORK
HAZARD ABATEMENT BOARD
OCCUPATIONAL SAFETY AND HEALTH TRAINING AND EDUCATION PROGRAM
GRANT APPLICATION COVER SHEET**

1. Applicant Organization: City of Watertown	2. Federal Employer Identification Number: 15-6000419
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Mailing Address of Applicant Organization: Room 206, 245 Washington Street

City, State, Zip: Watertown, New York 13601

Telephone: (315) 785-7770	Fax: (315) 785-7752	E-Mail Address: ehayes@watertown-ny.gov
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3. Physical address of Applicant Organization: (If different from mailing address)

4. NYS Employer Registration Number: 0400854

5. If Not-for-Profit, Charities Registration Number: _ _ - _ _ - _ _

6. CATEGORY OF APPLICANT	<input checked="" type="checkbox"/> Public Employer <input type="checkbox"/> Joint Labor /Management <input type="checkbox"/> Educational Institution <input type="checkbox"/> Non-Profit Organization Not In Any Other Category
<input type="checkbox"/> Private Employer <input type="checkbox"/> Labor Organization or Federation <input type="checkbox"/> Trade Association	

7. Total amount of funds requested: \$ 19,875.00	8. Location Of Program Operations Watertown, New York
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9. Name & Title of Project Director: Eugene Hayes DPW Superintendent	Telephone (315) 785-7770
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THE APPLICANT ATTESTS THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS ACCURATE, TRUE, AND COMPLETE TO THE BEST OF THE APPLICANT'S KNOWLEDGE

10. Chief Executive Officer or Designee: Jeffrey E. Graham	Title of Person with Signatory Authority: Mayor
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11. Signature:	12. Date
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SEE INSTRUCTIONS ON REVERSE

**STATE OF NEW YORK
HAZARD ABATEMENT BOARD
OCCUPATIONAL SAFETY AND HEALTH TRAINING AND EDUCATION PROGRAM
PROJECT SUMMARY**

1. Write a brief summary of your project goals and the strategies you will use to achieve them; indicate your specific target population(s) for each goal/objective.

After a careful review of our 900 logs we feel that following goals will assist us in reducing injuries. This year we are adding our waste water plant and water department employees to the training.

1. Our waste water and water employees have never had the 40 hour hazwoper course and they work with severe chemicals all the time so we would like to offer this training for them. This will train 7 people.
2. Our Public Works employees remove old fuel tanks from abandoned gas stations and are involved with RCRA cleanups. They have had the 40 hour course but to keep their certifications current we need to provide the 8 hour refresher course. This will train 10 people.
3. All of our departments need annual safety refresher training to cover the minimum of PESH training. This will train 110 employees.
4. Many of our employees have an opportunity to be exposed to bloodborne pathogens so we want to provide this training on prevention. This will train 32 people from our parks, highway, maintenance staff and waste water.
5. We have conducted a course on confined space in our existing grant but did not have the waste water and water department personnel involved so we need to offer another training course for them and refresh our highway people. This will train 51 people.
6. We have a lot of heavy equipment that we need to have operators trained on such as backhoes. This will train 52 highway and water department people.
7. We need to train our people who operate front end loaders in our highway department. This will train 40 people.
8. Our highway personnel operate skid steers and they need training for that piece of equipment. This will train 40 people.
9. We have forklifts in our highway and parks department and we need a refresher course for them. This will train 24 employees.
10. We do a lot of roadside and parks mowing with a sizes and types of mowers, so we want to provide a course on mowing safety for our parks and highway department. This will train 27 people.
11. Every summer we employ temporary help which are usually college kids for our parks and highway department. We want to give them a specific course to cover the safety needs they would experience. This will train 35 people.

-
2. PLEASE LIST THE COUNTY OR COUNTIES THAT PROGRAM WILL SERVE.

Jefferson County

-
2. IS THIS PROJECT A JOINT VENTURE? IF SO, INDICATE CO-SPONSORS(S).

N/A

-
4. APPLICANT DESCRIPTION *(Please indicate total number of employees and web address if available.)*
(Please limit your response to the space provided; if additional space is needed, use plain white 8 ½"x11" paper limiting your response to no more than 2 pages.)

Please see attached description of our City

STATE OF NEW YORK
HAZARD ABATEMENT BOARD
OCCUPATIONAL SAFETY AND HEALTH TRAINING AND EDUCATION PROGRAM
PROJECT SUMMARY

4. Applicant description

Watertown, NY (pop. 26,705) is a small city in Northern New York State. Located approximately 70 miles north of Syracuse and 30 miles south of Canada, it is the county seat and largest population center of Jefferson County (pop. 111, 738).

The settling of Watertown in 1800 began a 200-year legacy that continues today. The New England pioneers who chose our area did so based on foresight of creating an industrial center, which would draw its power from the mighty Black River. These men have been described as men of strong feeling, vivid imagination and dauntless courage. They, along with their families, faced many obstacles when they arrived. The terrain was rough and uncleared. The western end of the present Public Square was twelve or fifteen feet higher than the eastern end while the center was a depression that has been described as being large enough for a comfortable skating rink. There was a stream of water having its source south of Clinton Street and running across Stone Street in front of the Arcade, crossing the western end of the Square on its way to the river. Yet, out of this unsightly spot within a few years evolved one of the most beautiful public squares to be found in any city of its time.

The naming of Watertown as the county seat, in 1805, led to much progress in the hamlet. Lawyers such as Benjamin Skinner, Egbert TenEyck, Amos Benedict and Samuel Whittlesey set up practice here. Six hotels were constructed. The Failing Hotel, first known as the Traveler's House, was built in 1808 at the corner of Main and LeRay Streets. During the War of 1812, the soldiers used it as a barracks. Court Street became both a residential and business street. Small mills and factories sprang up and businesses extended along Factory Street. John Safford, Tuttle & Sill and Otis & Duane launched new stores. Other well-known names such as Norris, Woodruff, Hungerford, Paddock and Fairbanks also engaged in businesses.

The development of waterpower was the force that started the wheels of progress for the community. Watertown became one of the nations' principal paper manufacturing communities and can still boast that it has the oldest continuously running paper mill in the nation – Knowlton's Specialty Papers. Factory Village, which later became Factory Square, had its real beginning when the Black River Cotton and Woolen Manufacturing Company was built in 1813. The mills and businesses depended on the mighty Black River for its power.

Watertown became an incorporated village in 1816 and continued to prosper. Businesses, industries and population doubled by 1824. Growth continued with the decade between 1850 and 1860 seeing the largest amount of building construction. This was due in part to rebuilding after a devastating fire but also due to new building expansion.

The Davis Sewing Machine Co. employed about 200 people. The Watertown Steam Engine Co. had assets estimated at \$1,000,000. The paper making industry was flourishing. H.H. Babcock's carriage factory and Watertown Spring Wagon Co. were two of the many businesses that were helping Watertown to thrive. The railroad was of tremendous importance to the economy. People marveled at the telephone, the electric light and even "street name plates" that the City installed.

The next 100 years of history includes the story of our veterans who went to wars and the citizens who helped with the war effort from home. People from Watertown took pride in their community and at one time, Watertown was named "The Ideal American City". Over the years, the economic

climate has affected business and industry which caused the closing of many of the paper mills. However, some of today's businesses have their roots in our early history. Even though the city is much different from the hamlet of 1800, we can take pride in the rich heritage that was left for us and for future generations.

The US Army made Fort Drum in Watertown the home of the 10th Mountain Division and with the buildup of military at the fort caused a huge economic impact for the positive to the City of Watertown and the surrounding area with a large growth in retail stores, housing and the many service companies it takes to handle the military growth in the area.

Our employee numbers are at 110 for the DPW, parks and recreation, waste water and water department along with the electric department. In today's economic climate as with all municipalities funds are low so with the help of this grant we can keep up a safe and healthy workplace for our employees.

To see more about the city check our website at www.watertown-ny.gov.

**STATE OF NEW YORK
HAZARD ABATEMENT BOARD**

OCCUPATIONAL SAFETY AND HEALTH TRAINING AND EDUCATION PROGRAM

POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Below is a list of the members of the New York State Occupational Safety and Health Hazard Abatement Board and their business affiliations. Indicate in the space below any past contacts or dealings you or your organization has had with these individuals which may give rise to an actual or potential conflict of interest, or the appearance of a conflict of interest, with respect to this grant application.

Chair
Katherine D. Schrier
Chair of the Board
Director, Actors Fund Work Program
729 7th Avenue
New York, NY 10019

Franklin E. Mirer, PhD
Professor, Environmental &
Occupational Health
Hunter College, CUNY
425 E. 25th Street
New York, NY 10010

Robert Gollnick
former Director
NYS Dept. of Labor
Division of Safety and Health
45 Levan Street
Kingston, NY 12401

Ann Marie Taliercio
President
Unite-HERE Local150
615 West Genesee Street
Syracuse, NY 13204

Gerald Skrzeczkowski
Vice President Emeritus
OPEIU
2175 William Street
Buffalo, NY 14206

Have you had contact with any member of the Board YES NO

If yes, please list any past contacts or dealings you have had with these individuals; you may use the front and back of this sheet and/or continue on a blank, 8 1/2" x 11" sheet of white paper.

City of Watertown
Organization

Signature

Date

Jeffrey E. Graham
Print Name

Mayor
Title

Prospective or current grantees may not engage in any oral, written, or electronic communication with an HAB member under circumstances where a reasonable person would infer that the communication was intended to influence the HAB member's vote on the grantee's application for funding. Grantees are advised that such communication will be reported in writing by such Board member to the Board Chair and the Commissioner of Labor. Prospective and current grantees who knowingly and willfully violate this provision may be disqualified from receiving an award under this RFP.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit to bid for the purpose of restricting competition.

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Bidder/Contractor and that the foregoing statements are true and accurate.

Signature of Authorized Representative

Title Mayor

Date _____

RESPONSIBILITY QUESTIONNAIRE**INSTRUCTIONS:**

Please complete this form answering every question. A "Yes" answer to questions 1-23 requires a written explanation attached to the questionnaire and submitted on company letterhead signed by an officer of the company.

QUESTIONS:

Within the past five years, has your firm, any affiliate, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:

- (1) a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

Yes No

- (2) a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

Yes No

- (3) an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?

Yes No

- (4) an investigation for a civil violation for any business related conduct by any local, state or federal agency?

Yes No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

(5) a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

Yes No

(6) a local, state or federal suspension, debarment or termination from the contracting process?

Yes No

(7) a local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?

Yes No

(8) a local, state or federal denial of a lease or contract award for non-responsibility?

Yes No

(9) an agreement to voluntary exclusion from bidding/contracting?

Yes No

(10) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?

Yes No

(11) a local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?

Yes No

(12) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?

Yes No

(13) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?

Yes No

- (14) a rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?
- Yes No
- (15) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?
- Yes No
- (16) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?
- Yes No
- (17) a rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?
- Yes No
- (18) a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:
- federal, state or local health laws, rules or regulations
 - unemployment insurance or workers' compensation coverage or claim requirements
 - ERISA (Employee Requirement Income Security Act)
 - federal, state or local human rights laws
 - federal or state security laws
 - federal INS and Alienage laws
 - Sherman Act or other federal anti-trust laws.
- Yes No
- (19) a finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?
- Yes No

ADDITIONAL QUESTIONS

(20) Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

Yes No

(21) Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

Yes No

(22) During the past three years, has the vendor failed to file returns or pay any applicable local, state, or federal government taxes?

Yes No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability: _____

(23) During the past three years, has the vendor failed to file returns or pay New York State Unemployment Insurance?

Yes No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

(24) Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

Yes No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: _____

If it is an affiliate, include the affiliate's name and FEIN:

Provide the court name, address and docket number:

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

City of Watertown

Name of Business

Signature of Officer

245 Washington Street

Address

Jeffrey E. Graham

Typed Copy of Signature

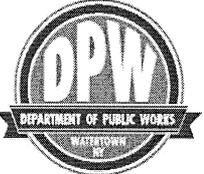
Watertown, New York 13601

City, State, Zip

Mayor

Title

Principal place of business if different from address listed above
(include complete address):

	MEMORANDUM Dept. Public Works	E.P. Hayes
		Superintendent
		Date: 01-30-12
		Ref: PW 003-12
To:	Mary Corriveau, City Manager	
Subject:	State of New York Hazard Abatement Board Occupational Safety and Health Training and Education Program Grant Application Submittal Approval	

Each year the State of New York's Safety and Health Hazard Abatement Board awards Occupational Safety and Health Training and Education Program Grants for programs that provide occupational safety and health training for public and private employers, labor organizations, educational institutions, non-profit organizations and trade associations. Eligible programs must train and educate workers, supervisors and/or employers and must promote workplace accident and injury prevention. This year's letting is anticipated to be in the region of \$6.5 million dollars.

The purpose of this memorandum is to request authorization to prepare and submit a grant application amount of \$19,875 for training/certification in the following categories:

TRAINING TOPIC	NUMBER OF SESSIONS	HOURS PER SESSION	TOTAL TRAINEES	TRAINING HOURS
40 Hour Hazwoper	1	40	7	40
8 Hour Hazwoper Refresher	1	8	10	8
8 Hour PESH Training	6	8	108	48
Bloodborne Pathogen	2	1	32	2
Confined Space Entry	3	6	51	18
Forklift Refresher	2	4	24	8
Backhoe Safety	3	3	51	9
Front End Loader Training	2	3	60	6
Skid Steer Safety Training	2	3	60	6
Mower Safety Training	2	3	40	6
Summer Employee Safety	2	4	34	8
TOTALS	26		477	159

All training will be conducted in our own facilities with the classroom activities held in the CitiBus Garage Facility. While we normally conduct various training sessions throughout the year this grant offers us the opportunity to obtain 100 percent reimbursement for those courses approved by the Hazard Abatement Board. In addition to Public Works, Parks & Recreation, Engineering, Water and Waste Water Treatment will also participate in a number of these training sessions.

Last year the City was awarded \$14,134 through this grant opportunity and to date our training numbers have surpassed expectations with very favorable comments from all of the attendees.

Attached is the draft Grant Application Cover Sheet along with the project summary and some of the basic due diligence forms that will accompany the final submittal that must be received no later than 5 P.M. on Monday, February 13, 2012 at the office of the Occupational Safety and Health Training and Education Office located in Albany, New York

Should you have any questions concerning this grant opportunity or the training topics identified, please do not hesitate to contact me at your convenience.

Gene

cc: Peter Monaco, Superintendent of Public Works
Josh Carlsson, Senior Engineering Tech-DPW
DPW files:
Training
New York State Hazard Abatement Board Training Grant

Res No. 4

January 30, 2012

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Accepting Bid for Extended Cab Chassis

The Fiscal Year 2010-2011 budget contained an appropriation for the purchase of an extended cab pickup truck for the Department of Public Works Road Maintenance division in the amount of \$38,000. This vehicle was not ordered prior to the end of the fiscal year due to budget freezes as well as the timing of and the lack of inventory available through the New York State contract. To provide funding for the replacement of this vehicle during Fiscal Year 2011-2012, the City Council approved a resolution September 19, 2011 readopting the Fiscal Year 2011-2012 General Fund Budget to include an additional appropriation of \$38,000.

The City Purchasing Department has advertised and received sealed bids for the purchase of an extended cab chassis for the Department of Public Works, per City specifications. Invitations to bid were issued to fourteen (14) prospective bidders, with seven (7) bids submitted to the Purchasing Department, where they were publicly opened and read on Thursday, January 26, 2012, at 11:00 a.m.

City Purchasing Agent Amy M. Pastuf reviewed the bids received and is recommending that the City Council accept the bid submitted by Vision Ford of Rochester, New York, in the amount of \$24,587. as the lowest qualified bidder meeting our specifications. A listing of bids submitted is detailed in the attached report of Mrs. Pastuf.

After receiving the chassis, the remaining items needed to outfit the pick-up truck with a service utility body include a service body, two-way radio and rust proofing protection at an estimated amount of \$11,175, bringing the total cost for this vehicle to \$35,762.

RESOLUTION

Page 1 of 2

Accepting Bid for Extended Cab Chassis,
Vision Ford

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

WHEREAS in Fiscal Year 2010-2011 funding was included for the purchase of a extended cab pick-up for the Department of Public Works' roads maintenance department (A5110.0230), and

WHEREAS said vehicle was not ordered prior to the end of the fiscal year due to budget freezes as well as the timing of and the lack of inventory available through the New York State Contract, and

WHEREAS the vehicle replacement is still needed by the Department of Public Works, and

WHEREAS there was no appropriation in the Fiscal Year 2011-12 General Fund Budget for the purchase, and

WHEREAS on September 19, 2011, the City Council of the City of Watertown readopted the Fiscal Year 2011-2012 General Fund Budget to add an appropriation of \$38,000 for the purchase of said vehicle, and

WHEREAS the City Purchasing Agent has advertised and received sealed bids for the purchase of an Extended Cab Chassis for the Department of Public Work's road maintenance department, per City specifications, and

WHEREAS invitations to bid were issued to fourteen (14) prospective bidders with seven (7) bids submitted to the Purchasing Department, and

WHEREAS on Thursday, January 26, 2012, at 11:00 a.m., the bids received were publicly opened and read, and

RESOLUTION

Page 2 of 2

Accepting Bid for Extended Cab Chassis,
Vision Ford

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

Total

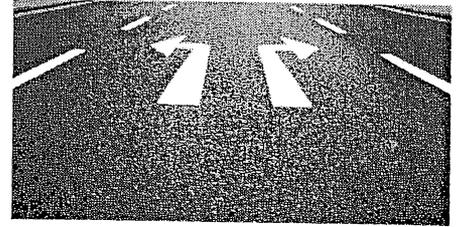
YEA	NAY

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received and is recommending that the City Council accept the bid submitted by Vision Ford of Rochester, New York, as the lowest qualifying bidder meeting the City's specifications,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Vision Ford of Rochester, New York, for an Extended Cab Chassis in the amount of \$24,587.00 as the lowest qualifying bid meeting the City's specifications.

Seconded by

A5110 – Maintenance of Roads



Fiscal Year 2010-11
Equipment Requests

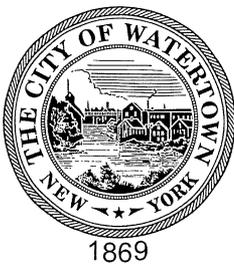
Pickup Truck

\$38,000

This is a request to purchase a replacement for vehicle 1-82. This vehicle is a 1997 Ford F350 one ton, two wheel drive pickup with a service utility body used primarily by the road maintenance division. During the summer construction season it pulls a trailer with a pavement roller used by the street patching crew on a daily bases. This vehicle has extensive rust and corrosion deterioration to the under structure of the utility body and the truck cab.

The proposed replacement vehicle, which will be purchased from the NYSOGS contract, will be a one ton, dual wheel pickup with an eleven foot utility service body. The present truck will be disposed of at the City's annual surplus vehicle auction or assigned to Parks and Recreation as a summer field use vehicle.





CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL APastuf@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 785-7752

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Mary Corriveau, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2012-01 – Extended Cab Chassis
DATE: 1/30/2012



The City's Purchasing Department advertised in the Watertown Daily Times on January 19, 2012 calling for sealed bids for the purchase of an Extended Cab Chassis for the Department of Public Works. This purchase, appropriated for in the 2011-2012 Department of Public Works budget, will replace a 1987 1-ton Ford 350 truck used daily by the patch crew to tow a pavement roller trailer. The present truck will be re-assigned to the Department of Parks and Recreation to replace the 1988 van utilized by the summer field crews.

The City of Watertown issued Invitations to Bid to fourteen (14) prospective bidders and seven (7) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Thursday, January 26, 2012 at 11:00 am, local time. The bid tabulation is shown below.

Vendor Name	Model Bid	Bid Price
Blevins Ford, Gouverneur, NY	Ford F350	\$24,690.00
Davidson Automotive Group, Watertown, NY	Ford F350	\$25,473.91
Davidson Automotive Group, Watertown, NY	Chevy 3500	\$25,559.32
Delacy Ford, Syracuse, NY	Ford F350	\$25,112.72
Nortz & Virkler Ford, Lowville, NY	Ford F350	\$26,642.00
Van Bortel Ford, East Rochester, NY	Ford F350	\$24,727.00
Vision Ford, Rochester, NY	Ford F350	\$24,587.00

It should be noted that the pricing received was under the estimated \$25,500.00 expense for this purchase.

It is recommended that the bid for the Extended Cab Chassis be awarded to Vision Ford for the amount of \$24,587.00, as the lowest responsive responsible bidder.

If there are any questions concerning this recommendation, please contact me at your convenience.

Ord No. 1

February 1, 2012

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of Various Government-Owned Parcels in Order to Implement with the Recommendations of the Local Waterfront Revitalization Program

On June 6, 2011, the City Council enacted an ordinance creating three new zoning districts with the intention of rezoning the areas along the river as part of the Local Waterfront Revitalization Program (LWRP) adoption process. The attached ordinance implements some of the new zoning districts based on Staff recommendations and the "Proposed Land Use" map included in the draft LWRP.

At its June 7, 2011 meeting, the Planning Board reviewed this proposal and unanimously passed a motion recommending that the City Council adopt the changes.

This is the first of six phases necessary to fully implement the LWRP zoning. This phase consists almost entirely of City-owned properties. The State owns two parcels, used for fishing access near Vanduzee Street. The Town of LeRay owns a sewer pumping station on Eastern Boulevard. Two privately owned properties are also included: a small triangle of vacant land near the railroad R.O.W. on Water Street, and a parcel on Newell Street which contains Maggie's on the River.

Attached to this memo are copies of the report prepared for the Planning Board and an excerpt from the Planning Board Minutes. Copies of maps showing the existing zoning and this proposed re-zoning are included within City Council members' agenda packages.

A public hearing is required before the City Council may vote on this Ordinance. It is recommended that a public hearing be scheduled for 7:30 p.m. on Tuesday, February 21, 2012. A SEQRA resolution will be prepared and presented to the City Council for that meeting.

ORDINANCE

Page 1 of 3

Changing the Approved Zoning Classification of Various Government-Owned Parcels in Order to Implement with the Recommendations of the Local Waterfront Revitalization Program

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

Total

YEA	NAY

Introduced by

BE IT ORDAINED where certain changes to Zoning District boundaries are required in order to implement the City of Watertown’s Local Waterfront Revitalization Program, and

WHEREAS the Jefferson County Planning Board reviewed the request at its meeting held on January 31, 2012, pursuant to General Municipal Law Section 239-m and adopted a motion stating that the project is of local concern only, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its meeting held on June 7, 2011, and adopted a motion recommending that the City Council approve the zone changes as proposed, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the proposed zone change, and

WHEREAS a public hearing was held on the proposed zone change on February 21, 2012, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zone change according to the requirements of SEQRA,

ORDINANCE

Page 2 of 3

Changing the Approved Zoning Classification of Various Government-Owned Parcels in Order to Implement with the Recommendations of the Local Waterfront Revitalization Program

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

Total

YEA	NAY

NOW THEREFORE BE IT ORDAINED that the zoning classification of the entirety of each of the parcels in the following list is hereby changed to **Waterfront District**:

1-18-102.001	4-12-201.200	5-26-203.000	7-03-211.000
1-18-102.002	4-12-201.300	5-26-204.000	7-08-301.000
4-12-101.000	4-12-202.000	5-26-205.000	7-08-302.000
4-12-103.001	4-13-101.000	6-05-201.002	7-08-303.000
4-12-103.100	4-13-103.001	6-05-301.003	7-08-304.000
4-12-103.200	4-22-114.000	6-05-304.000	7-08-305.000
4-12-105.000	4-22-115.000	6-05-403.000	7-08-307.000
4-12-106.000	4-27-101.000	6-06-403.000	7-16-112.000
4-12-107.000	4-27-102.000	6-06-404.000	7-16-112.002
4-12-201.100	5-26-202.000	7-03-210.000	8-28-101.000

And,

BE IT FURTHER ORDAINED that the zoning classification of the entirety of each of the parcels in the following list is hereby changed to **Open Space and Recreation District**:

8-22-101.000
 8-29-102.000
 8-29-104.000
 8-29-105.000
 8-29-106.000
 8-29-107.000
 8-29-108.000

And,

ORDINANCE

Page 3 of 3

Changing the Approved Zoning Classification of Various Government-Owned Parcels in Order to Implement with the Recommendations of the Local Waterfront Revitalization Program

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

Total

YEA	NAY

BE IT FURTHER ORDAINED that the zoning classification of the entirety of each of the parcels in the following list is hereby changed to **Residence C District**:

- 4-15-101.000
- 4-16-101.000
- 4-22-202.000
- 4-22-202.001
- 4-22-203.000
- 4-24-201.000

And,

BE IT FURTHER ORDAINED that the zoning classification of the entirety of each of the parcels in the following list is hereby changed to **Downtown District**:

- 7-01-137.000
- 7-03-101.000
- 7-03-102.000
- 7-03-202.000

And,

BE IT FURTHER ORDAINED that the zoning classification of the entirety of parcel 7-03-301.000 is hereby changed to **Commercial District**, and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect these changes, and

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or printed as the City Manager directs.

Seconded by



MEMORANDUM

City of Watertown Planning Office

245 Washington Street, Room 304

Watertown, New York 13601

315-785-7730

Fax: 315-782-9014

TO: Norman J. Wayte, II, Chairman

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

SUBJECT: LWRP Zone Changes

DATE: June 2, 2011

On May 3, 2011 the Planning Board adopted a motion recommending that the City Council approve amendments to the Zoning Ordinance creating three new zoning districts and their related regulations which will implement the land use proposals in the Local Waterfront Revitalization Program. The City Council will hold a public hearing on the Ordinance with those amendments on June 6, 2011. The next step is for the Planning Board to make recommendations on changes to the zoning map that will place the new zoning districts within the LWRP boundary.

Three maps are attached. The first map shows the existing zoning within the LWRP boundary. The second map shows where the existing zoning conforms to the land uses proposed in the LWRP so no changes are needed in these areas. The third map shows proposed zoning for government owned properties.

The vast majority of the government owned property is owned by the City. A small parcel near Eastern Boulevard is owned by the Town of LeRay and contains a sewer pump station. The State of New York owns the fishing access at Vanduzee Street. There are two privately owned properties that are included because they are surrounded by city-owned property. One is a very small triangle next to the old railroad bed at Water Street, and the other is Maggie's on the River.

Staff is proposing to start with public properties before we propose changing private property. We will present proposals for private properties starting next month. The zoning proposed for the private property generally conforms to the land use map in the draft LWRP with the main exception of the islands at the eastern end. We have concluded that the Waterfront District is more appropriate than the originally proposed Open Space and Recreation District. The dams located in this area are water-dependent uses that are allowed in Waterfront Districts, but not in Open Space and Recreation Districts.

cc: Planning Board Members
Robert J. Slye, City Attorney
Justin Wood, Civil Engineer II

EXCERPT FROM THE MINUTES
PLANNING BOARD OF THE CITY OF WATERTOWN
MEETING OF JUNE 7, 2011

**ZONE CHANGES – LWRP
GOVERNMENT OWNED PROPERTIES ALONG THE BLACK RIVER**

The Board then considered a Zone Change proposal submitted by Planning Staff for zone changes to various government owned properties within the Local Waterfront Revitalization Program (LWRP) boundary. Mr. Mix approached the Board to explain the proposal.

Mr. Mix began by informing the Board that on June 6, 2011 the City Council had approved amendments to the Zoning Ordinance creating three new zoning districts. The next step is to implement the LWRP by rezoning parcels along the river. The first round of zone changes involves only government-owned properties, as these will be least likely to produce any controversy. Mr. Mix then presented three maps showing the current zoning and proposed zoning. He mentioned that two private parcels are included in this proposal because they are completely surrounded by public land: a small triangle near railroad bed on Water St, and the Maggie's on the River parcel on Newell St.

There was a short discussion on the proposal, after which Mr. Fipps moved to recommend that City Council approve the Zone Change Request as submitted.

Mr. Harris seconded, all voted in favor.

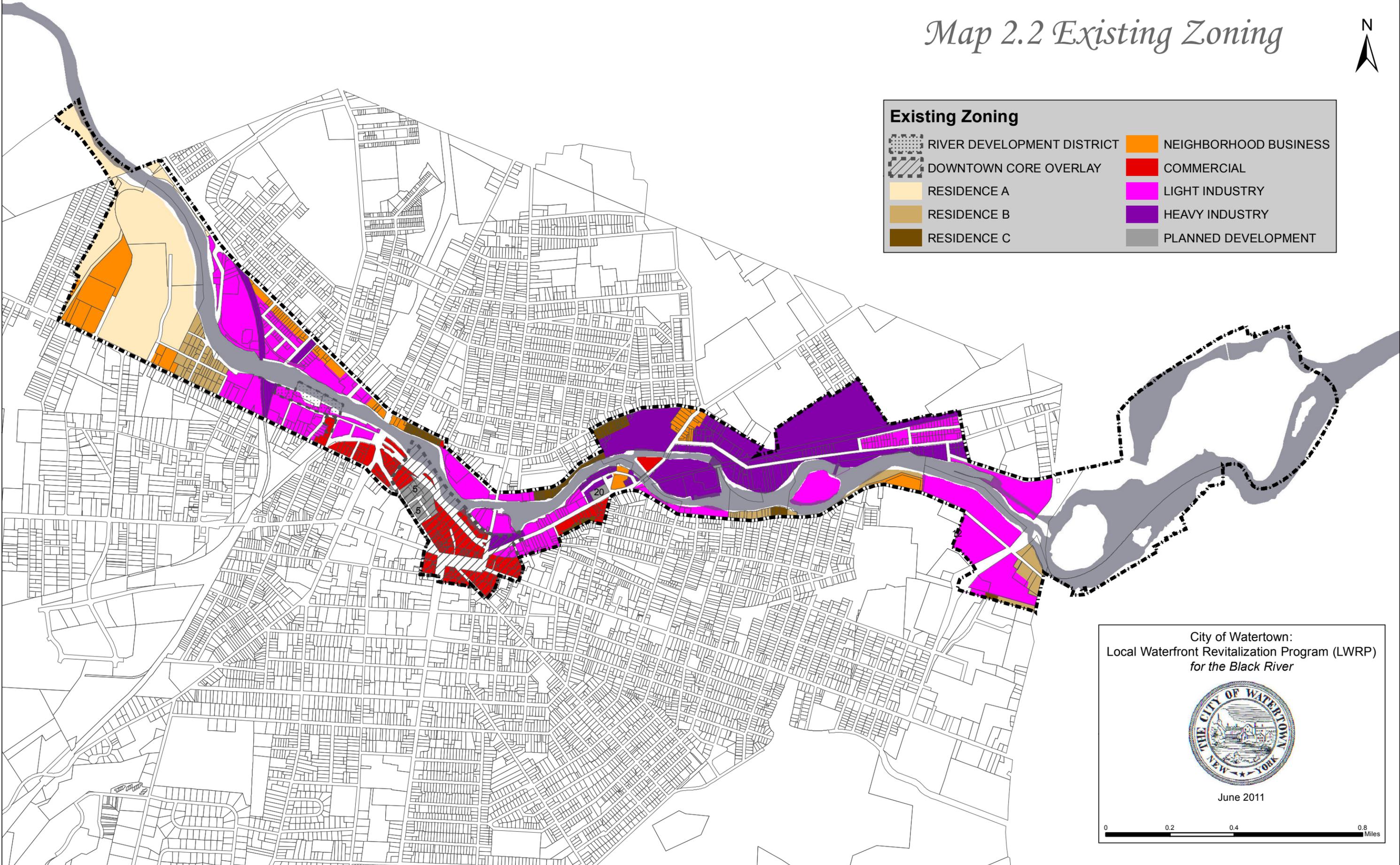
Mr. Harris moved to adjourn the meeting. Mr. Fipps seconded, all voted in favor. The meeting adjourned at 5:18 pm.

Map 2.2 Existing Zoning



Existing Zoning

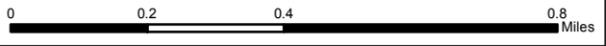
 RIVER DEVELOPMENT DISTRICT	 NEIGHBORHOOD BUSINESS
 DOWNTOWN CORE OVERLAY	 COMMERCIAL
 RESIDENCE A	 LIGHT INDUSTRY
 RESIDENCE B	 HEAVY INDUSTRY
 RESIDENCE C	 PLANNED DEVELOPMENT



City of Watertown:
Local Waterfront Revitalization Program (LWRP)
for the Black River



June 2011



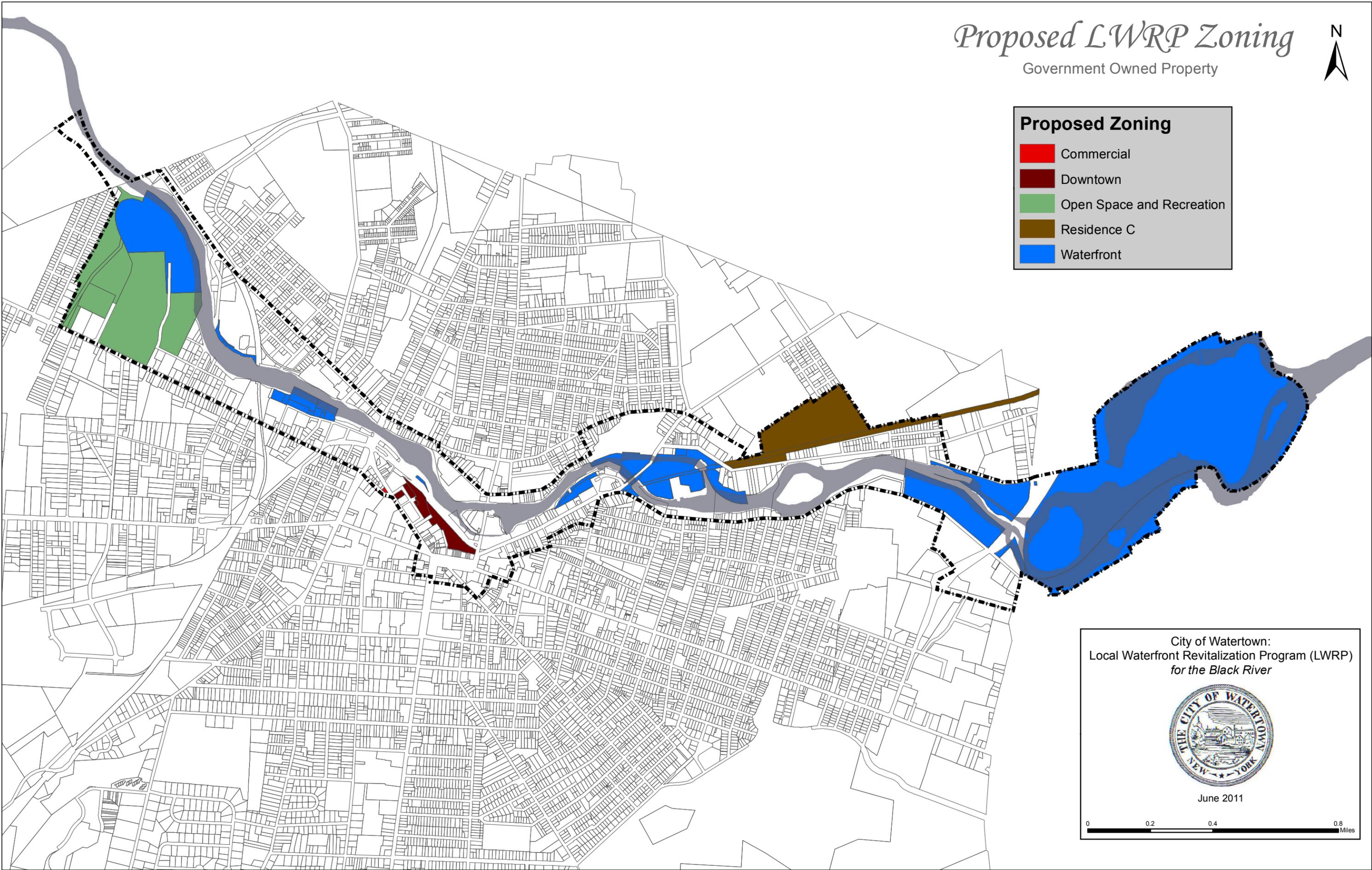
Proposed LWRP Zoning

Government Owned Property



Proposed Zoning

-  Commercial
-  Downtown
-  Open Space and Recreation
-  Residence C
-  Waterfront



City of Watertown:
Local Waterfront Revitalization Program (LWRP)
for the Black River



June 2011



Public Hearing – 7:30 p.m.

February 1, 2012

To: The Honorable Mayor and City Council

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

Subject: Special Use Permit Allowing the Operation of a Metals Recycling Facility at 301 Pearl Street, Parcel No. 4-01-101

A request has been submitted by Ed Kowalsky of Empire Recycling Corporation for the above subject Special Use Permit. The City Council scheduled a Public Hearing on this request for 7:30 p.m. on Monday, February 6, 2012.

The Planning Board reviewed the request at its January 3, 2012 meeting and adopted a motion recommending that the City Council approve the Special Use Permit subject to five conditions, which are listed in the resolution. The report prepared for the Planning Board and an excerpt from its meeting minutes are attached.

The proposed Special Use Permit only covers a 6.3 acre portion of the parcel's northeast corner as described in the Resolution. The property owner intends to divide that portion from the main parcel. The subdivision application will be reviewed by the Planning Board on Tuesday, February 7, 2012.

The City Council must respond to the questions in Part II of the Short Environmental Assessment Form and hold the public hearing before voting on the Resolution. The Resolution states that the project will not have a significant effect on the environment and approves the Special Use Permit with the five conditions recommended by the Planning Board.

RESOLUTION

Page 1 of 3

Approving a Special Use Permit Request Submitted by Ed Kowalsky of Empire Recycling Corporation to Operate a Metals Recycling Facility at 301 Pearl Street, Parcel 4-01-101.

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

Total

YEA	NAY

Introduced by

Council Member Jeffrey M. Smith

WHEREAS Ed Kowalsky of Empire Recycling Corporation has made an application for a Special Use Permit allowing the operation of a metals recycling facility at 301 Pearl Street, parcel 4-01-101, and

WHEREAS the applicant intends to subdivide parcel 4-01-101 and use only the northeastern portion, as described below,

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Watertown, County of Jefferson, State of New York, and being further described as follows:

COMMENCING at the intersection of the southerly street margin of East Main Street and the northwesterly street margin of Pearl Street;

THENCE S. 51°-21'-51" W., along the northwesterly street margin of Pearl Street, a distance of 146.21 feet to an angle point in said street margin;

THENCE S. 35°-46'-51" W., along the northwesterly street margin of Pearl Street, a distance of 362.45 feet to an iron pipe set, said iron pipe being the POINT OF BEGINNING;

THENCE S. 35°-46'-51" W., along the northerly margin of Pearl Street, a distance of 163.37 feet to a railroad spike set (1989);

THENCE N. 86°-29'-04" W., a distance of 490.91 feet to a railroad spike set (1989);

THENCE N. 03°-32'-05" E., a distance of 501.05 feet to an iron pipe set (1989) in the southerly margin of east main street;

RESOLUTION

Page 2 of 3

Approving a Special Use Permit Request Submitted by Ed Kowalsky of Empire Recycling Corporation to Operate a Metals Recycling Facility at 301 Pearl Street, Parcel 4-01-101.

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

THENCE N. 86°-46'-36" E., along the southerly margin of East Main Street, a distance of 569.42 feet to an iron pipe set (1989);

THENCE S. 81°-54'-57" E., along the southerly margin of East Main Street, a distance of 47.38 feet to an iron pipe set (1989);

THENCE S. 35°-46'-51" W., a distance of 306.93 feet to an iron pipe set (1989);

THENCE S. 54°-13'-09" E., a distance of 29.26 feet to an iron pipe set (1989);

THENCE S. 35°-46'-51" W., a distance of 31.20 feet to an iron pipe set (1989);

THENCE S. 03°-23'-56" W., a distance of 48.08 feet to an iron pipe set (1989);

THENCE S. 54°-13'-09" E., a distance of 142.99 feet to the POINT OF BEGINNING;

CONTAINING 6.334 acres of land more or less.

And,

WHEREAS the Planning Board of the City of Watertown reviewed the Special Use Permit request at its meeting held on January 3, 2012, and recommended that the City Council of the City of Watertown approve the site plan with the following conditions,

- 1) The property owner or their representative shall apply for and obtain Subdivision Approval from the Planning Board prior to conveying any divided portion of the parcel.
- 2) The applicant shall apply for and obtain Site Plan Approval from the City prior to the construction of any new parking area in excess of 400 square feet.
- 3) The applicant shall not store refuse, scrap metal, or similar material outdoors.

RESOLUTION

Page 3 of 3

Approving a Special Use Permit Request Submitted by Ed Kowalsky of Empire Recycling Corporation to Operate a Metals Recycling Facility at 301 Pearl Street, Parcel 4-01-101.

- Council Member BURNS, Roxanne M.
- Council Member BUTLER, Joseph M. Jr.
- Council Member MACALUSO, Teresa R.
- Council Member SMITH, Jeffrey M.
- Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

- 4) The applicant shall remove and dispose of all scrap and debris in the existing parking area at the eastern end of the site. This specifically includes, but is not limited to, the abandoned electric substation.
- 5) All activities associated with this permitted use shall take place indoors.

And,

WHEREAS a public hearing was held on the Special Use Permit request on February 6, 2012, after due public notice, and

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2, and has determined that the project, as submitted, is Unlisted and will not have a significant effect on the environment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to operate a metals recycling facility constitutes an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that a Special Use Permit is hereby granted to Empire Recycling Corporation to operate a metals recycling facility on the above described portion of parcel 4-01-101 at 301 Pearl Street, subject to the boundaries and conditions listed above.

Seconded by Council Member Joseph M. Butler Jr.



MEMORANDUM

CITY OF WATERTOWN, NEW YORK – PLANNING OFFICE
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7730 – FAX: 315-782-9014

TO: Planning Board Members

FROM: Kenneth A. Mix, Planning and Community Development Coordinator KAM

SUBJECT: Special Use Permit Approval – 301 Pearl Street

DATE: December 23, 2011

Request: Special Use Permit to allow the operation of a metals recycling facility at 301 Pearl Street on a portion of Parcel Number 4-01-101.

Applicant: Ed Kowalsky of Empire Recycling Corp.

Proposed Use: Indoor metals recovery recycling facility, offices, and warehouse space.

Property Owner: Railstar Corp.

Submitted:

8 ½” x 11” Copy of Parcel Map: Yes A Sketch of the Site to Scale: Yes

Completed Part I of an Environmental Assessment Form: Yes SEQRA: Unlisted Action

County Planning Board Review Required: No

Comments: The applicant proposes an indoor recycling facility for ferrous and non-ferrous metals in an industrial building in the northeast quadrant of parcel 4-01-101 at 301 Pearl Street. The entire parcel is zoned for Heavy Industry, in which the proposed use, termed “Junkyard,” is allowed by Special Use Permit (SUP).

A SUP for a sweat furnace operation (smelter and junkyard) was granted to a different applicant by the City Council for this property on January 19, 2010. That project did not go forward and the SUP expired. This applicant was involved in a SUP that was granted for a junkyard on Purdy Avenue in 2006 that also did not come to fruition.

The applicant intends to subdivide and purchase a section of the parcel in question, but the purchase agreement is contingent upon the passage of this SUP application. The SUP should be conditioned to apply only to the area of the proposed subdivision. The applicant must provide a

proposed legal description of the area to be subdivided ("Parcel 1" on the supplied map). Prior to the conveyance of that portion of parcel 4-01-101, the current owner or their representative must make an application to the Planning Board for subdivision approval.

It is unclear from the application exactly how the recycling operation will be run at the site, i.e. will the facility be run as a "consumer" type operation where individuals can drop off small loads of scrap materials or will the client base be limited to large suppliers or wholesalers of scrap metals. The applicant should provide a clearer picture of how the facility will be operated as it may impact the Planning Board's discussion and ultimate recommendation to the City Council.

The City's Draft Local Waterfront Revitalization Plan recommends that this area be rezoned for commercial use. Because the applicant plans to subdivide the lot and use only the northern portion, which has no shoreline, the proposed use will not likely interfere with the LWRP's goals.

The applicant proposes a large paved area to the north of the building. If this area is not already a parking area (it is difficult to tell from the aerial photos or outside the fence), the applicant will be required to apply for Site Plan Approval in addition to this SUP.

There is a significant amount of debris left outdoors on the site. Most notable are the remains of an electrical substation which has toppled over in the parking lot near Pearl Street, and an apparently abandoned truck located near the bay doors on the south face of the building. The western section of the property appears to have some scrap metal and what may be a disused train car.

Necessary Conditions:

1. The applicant shall provide the City with a proposed legal description of the portion of the parcel to which the Special Use Permit will apply. This documentation must be received before City Council will consider the application.
2. The property owner or their representative shall apply for and obtain Subdivision Approval from the Planning Board prior to conveying any divided portion of the parcel.
3. The applicant shall apply for and obtain Site Plan Approval from the City prior to any new parking area in excess of 400 square feet.
4. The applicant shall not store refuse, scrap metal, or similar material outdoors.
5. The applicant shall remove and dispose of all scrap and debris in the existing parking area at the eastern end of the site. This specifically includes, but is not limited to, the abandoned electric substation.

cc: City Council Members
Robert Slye, City Attorney
Justin Wood, Civil Engineer II
Brian Phelps, City Assessor
Ed Kowalsky, 64 N. Genesee St, Utica, NY 13503
March Associates, 258 Genesee St, Utica, NY 13502
Railstar Corp, PO Box 285, Cape Vincent, NY 13618



CITY OF WATERTOWN, NEW YORK

245 Washington Street, Watertown, NY 13601
Office: (315) 785-7730 - Fax: (315) 782-9014

Special Use Permit Application

APPLICANT INFORMATION

Name: Ed Kowalsky

Mailing Address: Empire Recycling Corporation, 64 N. Genesee Street, Utica, NY 13503

Phone Number: (315) 724-7161

Email: ed@empirerecycling.com

PROPERTY INFORMATION

Property Address: 301 Pearl Street, Watertown, NY 13601

Tax Parcel Number(s): 4-01-101.000

Property Owner (if not applicant):

If applicant is not owner or owner's representative, indicate interest in the property:

Signed Purchase Agreement (attach) Signed Lease (attach) None yet

Zoning District: Heavy Industry

Required Attachments:

- 8.5x11 parcel map with property outlined with heavy black ink
- Sketch of the site drawn to an engineering scale (e.g. 1"=20')
- Completed Part I of the Environmental Assessment Form (SEQR)

REQUEST DETAILS

Proposed Use: Metal Recovery Recycling Facility

Explain proposal (use additional 8.5x11 sheets if necessary):

Indoor metals recovery recycling facility for ferrous and non-ferrous metals. Potential partial future uses: Office Area for Owner or Tenant, Warehouse Area for Owner or Tenant.

I certify that the information provided in this application is true to the best of my knowledge.

Signature: *[Handwritten Signature]*

Date: 12/14/11



SPECIAL USE PERMIT APPLICATION INSTRUCTIONS

What to submit -

- 16 copies of the "Special Use Permit Application" form, completed to the best of your knowledge
- 16 copies of the required attachments, listed in the "Property Information" section of above form
- \$100.00 non-refundable check, payable to the City of Watertown, New York
- PDF of the application and attachments, if possible

Where to submit - Special Use Permit applications shall be submitted to the City Engineer, 245 Washington Street, Watertown, NY 13601, at least 14 calendar days prior to the next Planning Board meeting (21 days if county review is required—see below).

What it is - A Special Use Permit is a special authorization by City Council to allow a particular land use in a zoning district that would otherwise prohibit said use. Acceptable special uses are listed in the Zoning Code under each district description. The purpose of the SUP process is to ensure that the proposed use will not adversely affect the neighborhood.

What the process is - The procedure for Special Use Permits follows section 27-b of the New York General City Law, the City Zoning Ordinance, 6 NYCRR Part 617 (SEQR), and New York General Municipal Law Section 239. Special Use Permits are subject to approval by the City Council after a recommendation from the Planning Board.

Public hearing required - A public hearing will be held by the City Council within 62 days of the receipt of an application.

Posting of notice on property - The applicant shall post a sign provided by the Planning Office on the premises of the proposed permit for a period of at least 2 weeks prior to the public hearing. The applicant shall submit an affidavit to the Council stating they this requirement has been met.

Decision deadline - The City Council will render a decision regarding approval of the application within 62 days of the public hearing. The deadline may be extended by mutual consent. The decision of the City Council shall be filed with the City Clerk within five days of rendering, and a copy will be mailed to the applicant.

SEQRA - The City Council will comply with the provisions of the State Environment Quality Review Act under Article 8 of the Environmental Conservation Law and the regulations contained therein.

County Planning Board Review - Those applications within the jurisdiction of General Municipal Law § 239 will be referred to the Jefferson County Planning Board for review. A recommendation from that Board is required before the Council may take action. To ascertain whether or not your property falls within this jurisdiction, visit the Planning or Engineering offices at City Hall, or phone (315) 785-7730.

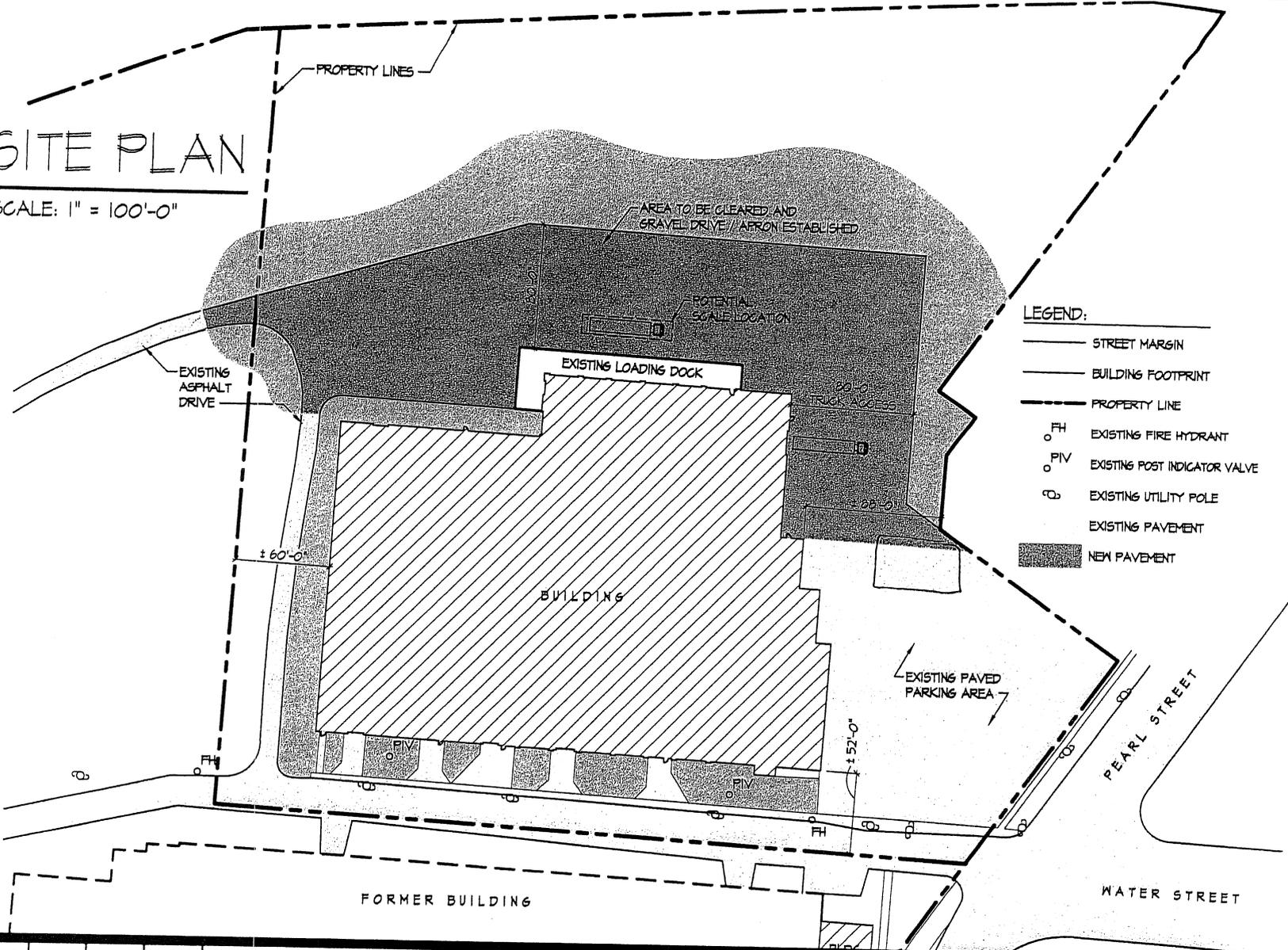
Conditions - The Council may impose reasonable conditions and restrictions that are directly related to the proposed Special Use. Such conditions must be met in connection with the issuance of any permits by the City Engineer, Code Enforcement Bureau, or other City officer.

Expiration - A Special Use Permit shall expire one year from the date it was granted if the involved property has not been used for the approved special use. A Special Use Permit will also expire immediately upon the cessation of the approved special use. Council may impose more stringent expiry conditions at their discretion.

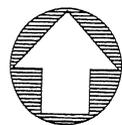
1
SK-A1

SITE PLAN

SCALE: 1" = 100'-0"



- LEGEND:**
- STREET MARGIN
 - BUILDING FOOTPRINT
 - - - PROPERTY LINE
 - FH EXISTING FIRE HYDRANT
 - PIV EXISTING POST INDICATOR VALVE
 - UP EXISTING UTILITY POLE
 - EXISTING PAVEMENT
 - NEW PAVEMENT



EMPIRE RECYCLING PEARL STREET BUILDING WATERTOWN, NEW YORK

SK-A1

DATE	DEC. 13, 2011
BY	DDJ
PROJ NO.	1171
SKETCH	

258 Genesee Street, Suite 300
 Utica, New York 13502
 P. 315.733.3344
 F. 315.733.3331
 www.marchassoc.com

MARCH ASSOCIATES
 ARCHITECTS & PLANNERS, PC

**SPECIAL USE PERMIT – EMPIRE RECYCLING
301 PEARL STREET – PARCEL 4-01-101**

The Board then considered a request submitted by Ed Kowalsky of Empire Recycling Corp. to allow the operation of a metals recycling facility at 301 Pearl Street, parcel 4-01-101.

Mr. Kowalsky approached the Board to explain his proposal. He stated that his company would renovate the building and grounds in order to operate an indoor recycling facility for both ferrous and non-ferrous metals. This would be their eighth facility in New York State.

Mrs. Freda suggested that he respond to the summary items in the Staff Report.

Mr. Kowalsky stated that he had a survey and description for submittal today. For #2 regarding subdivision approval, he stated that they would apply for subdivision approval at a later date. For #3 regarding Site Plan Approval, he explained that they plan to clean up the back area for vehicle circulation, but probably will not be putting in new pavement. Item #4 is acceptable, as the entire operation is planned to be indoors. Item #5, regarding debris on the site, would also be taken care of as part of the renovation.

Mr. Fipps asked about the nature of the business and what type of traffic is expected.

Mr. Kowalsky explained that the facility would be open Monday through Saturday from roughly 7:00 am to 4:30 pm. Large trucks would be used to pick up scrap 3 to 5 times per day. The facility would be open to the public for drop-off. Customers may be homeowners, construction firms, tradesmen, and possibly some industrial shops like NY Air Brake. Most of the traffic maneuvering will take place in the rear of the lot, not visible from the street. Some of the drop-offs would come in closed containers. Any loading and unloading will take place indoors.

Mr. Harris asked if cans would be accepted. Mr. Kowalsky said that the facility would not be a redemption center.

Mr. Fipps asked if the facility would mostly function as a transfer station, or if any processing would take place. Mr. Kowalsky said that it would be a transfer station.

Mrs. Freda asked if any new employees would be hired, or if staff would be transferred from Utica. Mr. Kowalsky said that they would be merging with nearby Perkins Scrap Metal, and would move their employees to this location. He said they would also hire new employees from the area.

Mr. Harris asked about the time frame for the project. Mr. Kowalsky stated that it would take some time to complete the approval process and renovate the building but he was expecting to open in April.

Mrs. Freda commented that the applicant should be sure to check with Engineering and Codes to confirm whether or not the expansion of the vehicular circulation area at the rear of the property would require site plan approval.

Mrs. Freda then invited public comment on the proposal.

Lee Horan of 1009 Hungerford Street approached the Board. She stated that she had previously worked in a scrap yard and knows the nature of the business. She stated that she is worried about the additional traffic in the area, which such an operation relies on to make a profit. Currently, backups occur near Pearl and Water Streets, and this development would make them worse. She also questioned the durability of the streets in the area in the face of large truck traffic, specifically the two bridges to Sewall's Island. Lastly, she pointed out there are already too many scrap facilities in the area, and this one would be unnecessary. She provided a list of nearby recyclers.

Mr. Kowalsky stated that truck traffic will exist, but will be less than what was present back when the site was still operated by Black Clawson.

Mrs. Gervera stated that she understands the need for commerce, but she is somewhat worried about the additional traffic and the effects of this development on the City's Local Waterfront Revitalization Program (LWRP).

Mrs. Freda asked why this site was chosen, rather than developing the site near NY Air Brake, as was proposed several years ago. Mr. Kowalsky said that the costs for the other site did not work out. Reusing this existing building saves on costs, and its larger size allows for indoor operation throughout winter.

Mrs. Freda asked how many other similar businesses were nearby. Mr. Kowalsky said that he was only aware of two. Mrs. Freda looked over the list of businesses supplied earlier by Ms. Horan.

Mrs. Gervera asked how the trucks would be loaded. Mr. Kowalsky said that they would be loaded by excavators over top, then tarped and sent on their way. Everything would take place indoors.

Mrs. Gervera asked for clarification about Special Use Permit expiration.

Mr. Mix stated that SUPs run with the land, but expire if the use ceases. He continued by describing the site's relationship to the LWRP. Given the nature of the building, the proposal for a Commercial designation on this property was a compromise. Since the area between the building and the river is large, and the parcel is being divided, the parcel could remain industrial.

Mr. Fontana asked if the entire building would be used. Mr. Kowalsky said that they have no plans for the office areas yet, but otherwise yes.

Mrs. Freda proposed adding a condition that all activities take place indoors.

Mr. Harris made a motion to recommend approval of the request submitted by Ed Kowalsky of Empire Recycling Corp. to allow the operation of a metals recycling facility at 301 Pearl Street, parcel 4-01-101, with the following conditions:

1. The property owner or their representative shall apply for and obtain Subdivision Approval from the Planning Board prior to conveying any divided portion of the parcel.
2. The applicant shall apply for and obtain Site Plan Approval from the City prior to the construction of any new parking area in excess of 400 square feet.
3. The applicant shall not store refuse, scrap metal, or similar material outdoors.
4. The applicant shall remove and dispose of all scrap and debris in the existing parking area at the eastern end of the site. This specifically includes, but is not limited to, the abandoned electric substation.
5. All activities associated with this permitted use shall take place indoors.

Mr. Fipps seconded; the motion passed 5 to 1, with Mrs. Gervera opposing.

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART 1 - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR Empire - Watertown Realty, LLC	2. PROJECT NAME New Metals Recycling Facility
--	--

3. PROJECT LOCATION:
Municipality Watertown, NY County Jefferson

4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map)
301 Pearl Street, Watertown, NY 13601
(Corner of Pearl Street and Water Street)

5. IS PROPOSED ACTION:
 New Expansion Modification/alteration

6. DESCRIBE PROJECT BRIEFLY:
Indoor Metals Recovery Recycling Facility for Ferrous and Non-Ferrous Metals.

7. AMOUNT OF LAND AFFECTED:
Initially 6.3 acres Ultimately 6.3 acres

8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS?
 Yes No If no, describe briefly

9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT?
 Residential Industrial Commercial Agriculture Park/Forest/Open Space Other
Describe:

10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)?
 Yes No If yes, list agency(s) and permit/approvals

11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL?
 Yes No If yes, list agency(s) and permit/approvals

12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION?
 Yes No

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Ed Kowalsky

Date: 12/14/11

Signature: [Handwritten Signature]

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? Yes No If yes, coordinate the review process and use the FULL EAF.

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency. Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

- C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
- C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
- C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
- C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
- C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:
- C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:
- C7. Other impacts (including changes in use of either quantity or type of energy? Explain briefly:

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)? Yes No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? Yes No If Yes, explain briefly:

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question d of part ii was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (If different from responsible officer)



CITY OF WATERTOWN, NEW YORK

OFFICE OF CITY CLERK

CITY HALL, ROOM 101

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3387

(315) 785-7780 Fax (315) 785-7796

Email: asaunders@watertown-ny.gov

Ann M. Saunders
City Clerk/City Historian

Date: February 2, 2012

To: The Honorable Mayor and City Council

From: Ann M. Saunders

Subject: Annual Performance Review

2011 was a year for transition in the City Clerk's Office. Longtime City Clerk Donna M. Dutton retired on December 31, 2011, after servicing the City of Watertown for 29 years. I started with this office on August 29, 2011, and spent many hours in training prior to taking the oath of office on January 1, 2012. My training involved learning the day to day functions of the deputy clerks as well as serving as the clerk for the City Council. The learning process has been challenging as well as very enjoyable and I am honored to have been chosen for this position. I look forward to serving in this capacity for many years to come.

In the area of vital statistics, our office continues to be very busy with the filing of 1058 marriage licenses, 1631 birth certificates and 522 death certificates. In addition, over 5,000 certified copies were issued throughout the year. We performed 580 wedding ceremonies which was a slight decrease from last year but this number is always influenced by deployments. Birth certificates have been entered into the computer system from 1914 to present and death certificates are computer indexed from 1914 to 1923 and 1967 to present. This is still a work in progress. Due to the confidential information that is handled in this area, I have implemented the policy of shredding documents to be discarded to avoid any privacy issues.

The issuance of passports by the City Clerk's office was discontinued by the US Department of State/Passport in May of 2011. It was determined that there was a conflict of interest with issuing passports because our office issued birth certificates as well. To resolve this conflict, one person would need to be assigned to passports and one person would need to be assigned to birth certificates. Unfortunately, this office is too small to accommodate this requirement.

Dog licensing became the responsibility of the municipality in 2011. Our office issued a total of 1673 dog licenses (1652 new to the city system and 21 renewals). After completing the first year of this process, it was determined there were inconsistencies in the renewal process, updating of statuses and handling of delinquent licenses. I have spoken with Todd Cummings, Jefferson County Dog Warden, several times to develop a more efficient policy for tracking

delinquent dog licenses in hopes of reducing this number. I hope this will be successful and create increased revenue in this area.

Genealogy searches continue to be popular among individuals wanting to know more about their family heritage. In 2010, Elyse Frezzo, Deputy Clerk, worked very closely with an individual from England researching a family member that lived in the area. During the fall of 2011, this individual made a trip from England which included a visit to our office to learn more about our community. He shared many stories and pictures of his family from England.

The historian portion of my job is very fascinating to me and I plan to spend a great deal of time reading through the many archives in the Historian Room. Unfortunately, our office lost one of our dedicated volunteers, Doris Monterey, this year but Clancey Hopkins continues to be a mainstay. His dedication and hard work is much appreciated. My goal for this year is to find more volunteers to help in this area. Currently, I am working with the IT Department to recycle a newer computer into this room and to make the computerized indexing system accessible from the Clerk's Office as well as the Historian Room.

Serving as the clerk to the City Council is a very important function of the position. I became responsible for all the City Council meetings as of September 12, 2011. The process of government is very interesting and I am privileged to be a part of it. My approach to the minutes is to be precise and clear without losing the detail of the discussion. In reviewing the minutes in relation to the City Code, I discovered that some legislation was not implemented into the Code Book. Our office is in the process of auditing the ordinances and local laws of the past few years to ensure everything is reflected in the City Charter and/or City Code as intended.

I have many goals for 2012 which entail developing policy and procedures and implementing more efficient methods of operations. I have started to develop a policy and procedure book for the daily operations of the office to ensure compliance with the NYS regulations that must be followed. I am also in the process of formulating a computerized indexing system for the City Council meeting. This will replace the current handwritten indexing system consisting of index cards and will increase the search capabilities. In addition, I will expand the indexing to include discussion topics as well as resolutions, ordinances and local laws. Furthermore, I plan to explore the capabilities of the BAS software used in the Clerk's Office to further computerize additional day to day functions. This will include the use of the full accounts receivable system available in BAS and provide better checks and balances in the handling of money. I am also working on a policy for the handling of money within our office to be submitted to the Comptroller's Office upon completion.

In conclusion, our office has seen many changes in the past few months but it has not interrupted the quality level of service that is provided to the public. We strive to put customer service first and make it our top priority.

February 1, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Annual Summary of Organizational Initiatives,
Challenges and Accomplishments for 2011

The past year has had plenty of challenges; from billing challenges at Parks and Recreation to the growing fiscal challenges all local governments are facing with rising costs and demands to hold the line on taxes. As always, with every challenge comes an opportunity to excel and the City team did just that. City Staff faced the Parks and Recreation billing situation head-on and initiated an internal audit that began before and ran beyond the time spent by our external auditors and together we developed a corrective action plan that has ensured thorough and sustained fiscal review of this department's operations.

I am proud to say that the City team has responded to the changing demands of this community with style and professionalism. At all levels within this organization, you will find competent leaders who inspire the team to achieve the success highlighted in this document. The 350+ individuals that make up the City Team, serve this community proudly, and it has been an honor to lead them over the past year.

Fiscal Initiatives:

Fiscal Year 2011-12 Budget:

Lowered Real Property Tax Levy and Tax Rate, -2.50% and -3.47% respectively. Held water and sewer rates for two years in a row; implemented utility rate schedule modification adopted by City Council.

Health Insurance fund premiums decreased for a second year in a row, 5.0% decrease in FY 2010-2011, and 3.4% decrease in FY 2011-2012.

Continued to focus on reducing the City's dependence on short and long term debt by appropriating operating funds for smaller capital purchases, while balancing the City's ability to pay.

Moody's Investor Services upgraded the City of Watertown's rating to an Aa3 from an A1 rating. According to Moody's the improved rating was reflective of the City's sound financial position characterized by healthy reserves, a medium-sized tax base with below average wealth levels and manageable debt burden. Other factors that contributed to the rating upgrade were demonstrated strong fiscal management and financial planning as well as the City's increased role as a regional economic center.

Refinanced bonds which resulted in a combined difference in cash flow requirements of \$2,869,744 and a net present value savings of \$804,313.

Continued to put greater emphasis on the long term fiscal health of the City. In response to economic downturn, a less aggressive Capital spending plan for the next five years focused on needed improvements vs. wants.

Grants awarded: \$ 586,021

Community Development Block Grant Program - \$400,000, Rental Rehabilitation; North Country HOME Consortium, \$138,436, Rehabilitation of 6 housing units; Environmental Protection Agency, \$12,000, Tree Planting Program; Northern New York Community Foundation, \$3,700 Carolyn Whitney Fund for planting of street trees; Rotary Club of Watertown – \$2,000 for planting of street trees; Urban and Community Forestry Program - \$5,000, for the 2012 Tree Planting Project; Edward Byrne Memorial Justice Assistance Grant (JAG) Program - City/County \$19,280, School Resource Officer; Jefferson County Office of Aging \$4,605, for Citibus senior transport program.

Personnel Matters:

Personnel Actions: 22 Appointments; 3 Resignations; 14 Retirements; 8 Promotions, 2 Suspensions, 1 Termination, 1 Leave of Absence.

Recruited and hired new Purchasing Manager.

Beginning interviews as part of second search for Superintendent of Parks and Recreation.

Initiated search for Parks and Recreation Program Manager, with exam to be given on February 4, 2011.

Actively negotiating with Watertown Professional Fire Fighters' Association, contract expired on June 30, 2011.

Completed Police Academy with a class of sixteen recruits, comprised of six City recruits, with the remaining class members coming from Fulton and Oswego Police Departments, Oswego Sheriff's Department and SUNY Oswego Police.

Civil Service exams given to support City employment needs: 4 Promotional, and 5 Open Competitive.

Fox Lawson presented completed Employee Classification and Compensation Study to City Council, March 2011. Civil Service Commission has reviewed all new job descriptions and is about to begin Employee Appeal Process. Participated in Summer Youth Employment and Training Program.

Twice this year the Watertown Fire Department has been called upon to provide disaster recovery assistance in NYS to areas hit by severe storm. The City of Watertown Type III Swift Water Team provided emergency assistance in both instances.

The Watertown Police Department hosted two JCC Criminal Justice students with 90 hour internships.

Economic Development Initiatives:

Worked with City Council, Planning Board, Advantage Watertown, and River Committee on implementation of zoning modifications associated with Local Waterfront Revitalization Program (LWRP).

Reached an Agreement with the Town of Hounsfield for the provision of Water services to support development in and around the Watertown International Airport.

Reached a twenty (20) year Agreement with the Development Authority of the North Country for providing Water services to Fort Drum and to other users along the Fort Drum to Watertown corridor.

Using Community Development Block Grant and HOME funds, worked with Neighbors of Watertown to implement upper floor housing initiative in the Downtown area with the construction of seven new housing units above Rent-A-Zone and four new units in the Cahill Building.

With the assistance of City Attorney James Burrows, completed the eminent domain proceedings associated with this sewer utility service expansion and intersection acquisition in the Gaffney Drive area.

Completed cleanup of environmental contamination at Sewall's Island and now actively working with Watertown Trust on potentials for redevelopment.

Completed work on Shared Municipal Services Grant received by the City and the Town of Watertown to address system wide issues with Disinfection Byproducts, with presentation to City Council and Town Board on February 14, 2011.

Capital and Facility Projects:

Initiated Ogilvie Site environmental clean-up. Coordinated with Jefferson County the removal of the "shot" rock material that was used to cover the demolition site. Sewer crew conducted the sub-surface excavation work, in the areas identified by the project engineer, to determine the sub-surface conditions.

Coordinated repairs to Clock Tower hands by Department of Public Works Electric Division, Mike Deans of Knowlton Specialty Paper, Watertown Fire Department and an anonymous donor who paid for the fabrication of the new

hands.

Fire and Police Department personnel continue to work with consultant and Jefferson County toward implementation of an interoperable communication network by June 2012.

Annual street paving crew completed surface milling and paving operations on Franklin Street and Ward Street. Shim & overlay projects were performed on New York Avenue, Pratt Street and Railroad Street.

DPW crews placed approximately 6,100 linear feet of concrete pin-on curbing. Concrete pin-on curbs were installed along Franklin Street, a portion of Pawling Street, Pratt Street and a portion of Thompson Boulevard.

Installation of a slip liner in the section of the Western Outfall Trunk Sewer (WOTS) from Wealtha Ave to the overflow device at the WWTP was completed.

Tri-annual dredging of Coagulation Basin completed.

J.B. Wise Parking Lot Reconstruction 95% complete with minor landscaping and flexi-pave to be installed in Spring 2012.

Aviary/Learning Center design underway with final design proposals to be presented to City Council in February.

A new SPDES permit for City's Wastewater Treatment Plant issued effective February 2011, which contained a requirement for the design and construction of a Disinfection System at Wastewater treatment plant. Initiated engineering services for design of system.

Clinton Street reconstruction design nearing completion and prepared to be bid in early 2012.

Proposals for engineering design and oversight of the rehabilitation and replacement of the filter media at the water treatment plant awarded.

Completed design, bidding and renovations to Wash Bay at DPW facility.

Roof repairs at Arsenal Street CitiBus Transfer Facility repaired.

Public Works personnel continue to work on development at Bicentennial Park and Marble Street Park.

Completed installation of new wayfinding signs.

Supported Sidewalk Special Assessment Program. Staff is prepared to move forward with new Assessment District this Spring.

Supported Rotary and Tree Watertown initiatives, Tree City USA, 11th year.

Alternative Energy Initiatives:

Entered into agreement with Sack and Associates for review of geothermal viability at City Hall, Library, Sewage Treatment Plant, Arena and Water Treatment Plant. Draft report on City Hall and Library was presented to the City Council on March 21, 2011. As a result of feasibility study, Sack and Associates put specifications together and bid work for HVAC systems at both facilities.

Working with NYSERDA through their Local Government Focus Program to develop a Local Action Plan on Energy Conservation/Efficiency and Alternative Energy uses.

Department of Public Works and Information Technology working together on Efficient Transportation System Implementation Project for the City's refuse and recycling operation.

Information Technology:

Fiber Optic network to City facilities complete except connection from Washington Street to Stone Street. Final link to be completed in Spring 2012.

Established a backup site for the City's entire technology infrastructure. Equipment at the secondary location will provide a site for emergency recovery of data services if required and also provide load balancing in normal operating conditions.

Implemented UFPO Permit application for use by Engineering, Public Works Administration, Street, Sewer, and Electric, and Water Administration and Distribution departments attended an introductory session on the new automated UFPO web based response and tracking system.

Assessment, Codes, Engineering, Planning, Police, Information Technology and Fire Department working to develop system for addressing.

In partnership with Jefferson County, City Assessment Department and Information Technology integrated "Pictometry" obtained courtesy of Jefferson County (via a grant) for City staff use.

Installed new desktop systems at the Watertown Police Department. End-of-life network equipment replaced and thin clients were setup for Records, Booking and the Patrol office.

Administrative Initiatives:

Preparation of legislation for City Council consideration: 217 Resolutions, 12 Ordinances, and 5 Local Laws

Prepared and submitted two Consolidated Funding Applications submitted to the Regional Development Council; one for the façade work at the Flower Memorial Library, the other for the rehabilitation of the Municipal Ice Arena.

In concert with the New York State Department of Environmental Conservation (NYSDEC), the City's Planning Department hosted a tree pruning workshop.

Provided anti-harassment/non-discrimination and workplace violence training sessions for all City employees.

Worked successfully with the Attorney General's Office to obtain financial reimbursements for all participants in the first downtown banner vendor.

Working with Consultant Anthony Casale and City Attorney Robert J. Slye, developed Policies and Procedures for the sale and consumption of alcohol on City owned property. To be presented to City Council on February 13, 2012.

Renegotiated Agreements with POMCO and ProAct to provide Third Party TPA Health Administration Services and Rx Administration services, respectively.

Staff continues to work with Tree Watertown on the development of an Emerald Ash Borer (EAB) Management Plan.

Issued Annual Water Quality Report.

Staff actively participated in regional Transit Study initiated by FDRLO.

Participate in quarterly meetings with representatives from POMCO and ProAct.

Facilitated the downtown tree lighting ceremony featuring the Northern Blend Chorus, along with Santa and Mrs. Claus.

Quality of Life Initiatives -

Worked with community organizations and Symphony Syracuse members to ensure that the 4th of July concert in Thompson Park continued after Syracuse Symphony bankruptcy. .

The Fairgrounds Complex, Thompson Park and Watertown Municipal Arena were highly utilized this summer for hosting annual events and shows. The Fairgrounds Athletic Fields hosted the North Country Lacrosse League, Red & Black Football, the Annual Can-AM Girls Softball Tournament on Fairgrounds and North Side fields, Men's Fast Pitch Tuesday Night Softball League, Sunday Softball League, American Legion Baseball, Youth Baseball All-star Game, Watertown Wizard's, Babe Ruth Baseball and Pop Warner Football.

The Fairgrounds and Arena also hosted events such as the Saturday Morning Farmer's Market, the Teitsworth Equipment Auction, Relay for Life, NYPEA

Horse Show, DPAO Kids Concert, the BRVHA Horse Show, Amp Entertainment's Buck Cherry Rock Concert, DPAO Tragically Hip Concert, Jefferson County Fair, DPAO Steve Martin Concert and DPAO Reba McEntire Concert.

The City's Summer Playground program was offered for seven weeks this summer, ending on August 12th.

Parks & Recreation and the Watertown Golf Club teamed up to provide an opportunity for the area's youth interested in learning how to golf.

The City's Watertown Tennis Clinic program provided an opportunity for the area's youth interested in learning how to play tennis. The lessons took place on the tennis courts located in Thompson Park under the direction of Don Osborn.

Significant Training Opportunities:

New York State Public Employer Labor Relations Association two day training conference on current issues facing Public Employers.

Participated in Government 201 session with leadership from the 10th Mountain Division 3rd Brigade Combat Team(BCT), professors from Syracuse University Maxwell School and City Department Heads prior to the 3rd BCT's deployment to Afghanistan.

Preparing for Government 301 session in February 2012 with 10th Mountain Division 3rd BCT, City Staff, and other local government officials that assisted in the Government 101 session.

Professional Organizations:

International City/County Managers Association
New York State Municipal Managers Association
New York State Public Employer Labor Relations Association

Work Related Boards:

Watertown Local Development Corporation - Board of Directors
Jefferson County Job Development Corporation - Board of Directors
Advantage Watertown – Staff Member

Community Related Boards:

Fort Drum Regional Liaison Organization – Treasurer, Board of Directors
NNY - Ft. Drum Chapter AUSA – Member Board of Directors, (Past President)
Jefferson Community College Foundation – Board of Directors (Past President)
Jefferson Community College Center for Community Studies– Board of Directors
Operation Yellow Ribbon Committee – Committee Co-Chair
Mayor’s Ball Committee – Member

Community Opportunities:

Facilitator, Jefferson Leadership Institute, Local Government Day

February 1, 2012

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning and Community Development Coordinator
Subject: Street Naming

On January 27, 2012, the City Council discussed the desire to have a section in the City Code that states that the authority to name private streets resides with the City Council.

Attached is a proposed addition to Chapter 265, Streets and Sidewalks. The underlined paragraph would be added to Section 265-2.

If adopted, the name requirement will be added to the Site Plan Application checklist and street names will be included in the City Council's Site Plan Approval resolutions. For subdivisions, plats will not be considered complete for filing in the County Clerk's office until City Council approved street names are identified on them.

If the City Council agrees with this proposal, an ordinance will be prepared for the next meeting.

§ 265-2. Naming of streets and numbering of buildings.

- A. Publicly and privately owned streets and drives shall only be named by resolution of the City Council. Property owners may propose names on site plan or subdivision plat approval applications or through other means. All proposed names shall be checked for similarity with existing street names to reduce possible confusion during emergency responses.

- B. All buildings erected or hereafter to be erected shall be numbered as directed by the City Engineer. No person owning a building shall fail to procure from the City Engineer the proper number or numbers assigned therefor, nor shall any such owner fail to place and maintain the same thereon as hereafter provided. Numbers shall be not less than two and one-half (2 1/2) inches in height, of proportionate width and shall be placed and maintained in a permanent and durable manner where they can be seen at all times from the street.

February 1, 2012

To: The Honorable Mayor and City Council

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

Subject: 138 Court Street Proposal

In December, a Request for Proposals (RFP) for the redevelopment of 138 Court Street was issued. There were several media stories about the RFP and notices were published in the Watertown Daily Times. Eleven RFPs were sent out. The deadline for proposals was set for January 24, 2012.

Only one proposal was received and that was from Alex D. Rahmi, the previous owner. A copy of his proposal is included within City Council Members' agenda packages.

Since the RFP deadline, we have been contacted by five individuals who have indicated an interest. If the City Council does not wish to accept Mr. Rahmi's proposal, we can follow up with the other parties.

February 1, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: City Owned Property, 111 South Orchard Street,
Massey Street South Outlet Sewer

The attached report has been prepared by City Engineer Kurt Hauk for City Council review as a follow-up to the discussions at the November 14, 2011 work session regarding the request to sell city-owned property located at 111 South Orchard Street. In addition to Mr. Hauk's memorandum, I have attached for your review an excerpt of the November 14th meeting minutes, a copy of the original purchase offer, and the map of the property discussed at the Council meeting.

Staff will be available at the City Council meeting to discuss this matter.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

1869

DATE: 26 January, 2012

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Massey Street South Outlet Sewer

This memorandum provides information regarding the feasibility of retiring the sanitary sewer known as the Massey Street South Outlet and redirecting the properties serviced by that sewer to the sanitary sewer located on Massey Street South as requested by the City Council.

A review of our sewer maps, records and files revealed the following information. The Massey Street South Outlet was constructed in 1920 and is a combination of 8" and 10" clay tile pipe. The sewer map for this pipe indicates a ROW for the pipe of an unspecified width. We are unable to find any documents in our files that verify the execution and/or describe the dimensions of that ROW. There is a portion of the sewer that is shallow, less than 2' at approximately station 3+00, that makes that portion susceptible to damage from frost or vehicle loading.

There are currently three properties that have service connections to this main; 301 Arsenal Street, 124 Massey Street South and 128 Massey Street South. The site plan on file for 301 Arsenal originally shows the sanitary service was supposed to connect on Massey Street proper. While we know that the actual location was changed during construction to tie into the Massey Street South Outlet, we do not have an as-built plan to show the location. From our observations we believe that they tied into the existing service for 120 Massey Street. We do not know why that was changed. It may be that they discovered the existing service and realized a savings to the project, or it may be because it became apparent that pumping may have been required to follow the existing plan and they adjusted accordingly. All of the properties serviced by this main exit the structures from the rear (west).

DPW sewer crews performed repairs to a section of this pipe in 2008 when a blockage occurred and an abandoned fence post was found stuck through the top of the pipe. While at the site the crews performed maintenance to remove root intrusion and video the pipe condition. It was at this time when DPW had issues with the property owner for access to the sewer located along the property line of 115 Orchard Street South, and the fact that the ROW for the main could not be substantiated.

The existing 8" sanitary main on Massey Street South is located on the eastern side of the street centered approximately between the two northbound travel lanes.

The assumption in reviewing this issue is that relocation would only be determined to be feasible if the properties in question could be switched by use of a gravity sewer service.

It is anticipated that the affected property owners would not be agreeable to having to maintain and operate a grinder pump system in perpetuity for their property.

With that in mind, the review of the maps and records are inconclusive as to the ability of rerouting the services without reconfiguring the internal plumbing of the buildings since they currently exit to the west instead of the east. We would need access to each building to take elevations and evaluate each building for its ability to be internally reconfigured. We would then need to perform the detailed design steps to determine actual feasibility for all three. Assuming that we could perform the switch for all three, and assuming further that the cost to the property owner for the services and internal work can be addressed, the property owners would still have to be amenable to the work or the city would have to have the ability to cause them to complete the work for the switch over to occur.

The work required for this option, assuming it is ultimately feasible, includes: 3 ea sanitary services ranging from 205' to 60', internal plumbing reconfiguration work for three structures, excavation and restoration of Massey Street South. Accurate estimates could not be developed until access to the buildings is made and the level of reconfiguration work required is determined.

Conversely, the City currently owns approximately half of the required length needed to establish an easement on 111 Orchard Street South and the ability to relocate that portion of sewer away from the property line of 115 Orchard Street South thus removing that issue from the mix. The remaining length of pipe without an easement in place runs directly along 124 and 128 Massey Street South. Both of these properties have a vested interest in seeing that the section of sewer is maintained because these properties are serviced by this main. We could approach these owners to see if there is interest in giving easement rights for that portion of pipe since they are directly impacted by it. If they are unwilling to provide an easement it would seem logical that they would provide access to the City to fix future sewer problems as they occur.

The work required for this option includes: Demolition of the existing residence, relocation of approximately 210 LF of 10" sewer main, establishing an easement on the 111 Orchard Street parcel, negotiating with 124 and 128 Massey Street for a sewer easement.

Given both options, I recommend pursuing the latter. It is a more straight forward course of action with clearly defined limits of work that achieves most of the objectives. Further it avoids the requirement to enter private property and ultimately requiring reconfigurations to that private property that is inherent in the other option. Finally, it avoids the level of up front effort to determine viability inherent in the other option.

Encl

Cc. Gene Hayes, Superintendent of Public Works
Ken Mix, Planning and Community Development Coordinator

MASSEY STREET SOUTH OUTLET SEWER



Massey Street South Outlet Sewer

Massey Street South
8" Sanitary Sewer

**CITY COUNCIL WORK SESSION
CITY OF WATERTOWN
NOVEMBER 14, 2011
7:00 P.M.**

MAYOR JEFFREY E. GRAHAM PRESIDING

**PRESENT: COUNCIL MEMBER ROXANNE M. BURNS
COUNCIL MEMBER JOSEPH M. BUTLER JR.
COUNCIL MEMBER TERESA R. MACALUSO
COUNCIL MEMBER JEFFREY M. SMITH**

**ALSO PRESENT: MARY M. CORRIVEAU, CITY MANAGER
CITY ATTORNEY ROBERT J. SLYE**

City Staff Present: Jim Mills, Ken Mix, Gene Hayes and Kurt Hauk

111 South Orchard Street

Mr. Hayes advised Council that the house is condemned and there is a sewer easement across the property. He explained that there are at least 3 houses that are tied into the main that goes into the backyard. He also explained that the sewage flow is a real problem. It is a shallow main and there is root infiltration, thus making collapsing much easier. He suggested that when this property comes up for tax sale, the City should take it and install a new main. The remaining portions of the property could be divided up among the abutting property owners. He also commented that a viable alternative would be to take the residences there out into the Massey Street main.

Mayor Graham commented that if the City sold the property, they would get \$4,000 and not have the cost of demolition. He questioned if it wouldn't make sense to reroute those residences and get them off that main.

Council Member Smith remarked that the City would still have the cost of fixing that main versus putting the residences into the Massey Street main. He asked what those costs would be.

Mr. Hayes advised that those costs would have to be obtained from the City Engineer. He commented that there would probably be \$6,400 in asbestos abatement and \$4,000 in tipping fees if the City demolished the house. He explained that the actual demolition of the house would be done by the City as would the installation of the main. Therefore, it wouldn't be that expensive. The costs would be in turning the connections around in the houses to enable them to be hooked to the Massey Street main. He also commented that he thought the main could be placed deeper than it is now if the City kept it where it is presently located.

Mr. Hayes advised that 124 and 128 Massey as well as 341 Arsenal (Rite Aid) are on the main. Mayor Graham commented that if the City rerouted the main and sold the property, it should be sold by auction.

Mrs. Corriveau advised that before that could be done, they need to look at the costs in rerouting.

Mayor Graham responded that we should look into the costs of rerouting the system.

Mr. Hayes stated that going out into Massey would be the best, but the most expensive. He also advised that if the property is sold, the City would have to have an easement. 4

Council Member Butler stated that he thinks the City should reroute the line and fix the problem and then sell the property. He stated that he doesn't think the house should be torn down.

To

James. E. Mills
City Comptroller
City of Watertown - NY - 13601



D/Sis,

As per attached, regarding the property
we had a talk in your office last
week No. 111 Orchard. S. Street
in Watertown. (attached)

I am interested to buy that property, and my
offer is \$ 4000.00 (Four thousand), beside that
I will clean the lean-to house. The cost of
removing the house, and cleaning the site
is expensive and construction, a man.

But the property should be lead-free
subject to certification for asbestos abatement
certification.

In case you need any other information, please
give me call 315-782-5513 or fax the
information on 315-782-5512.

Thanking you.

10-11-11

Yours faithfully
Subhinder Chhokar
262 Arsenal St.
Watertown - NY - 13601

111 Orchard St South



1 inch = 50 feet

 Potential 25' Easement

February 1, 2012

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Request for Expansion of CitiBus Service

Attached for City Council review and consideration is a request from Michael E. Lundy, Managing Partner of Washington Summit Associates, LLC asking that the City consider extending our bus service route to Washington Summit. Should the City Council wish to take a look at this request, I would recommend that the Transportation Commission be asked to look at the request and determine if the City is able to accommodate the expansion into our existing route structure.

January 13, 2012

Mary Corriveau, City Manager
City Hall
245 Washington Street, Room 302
Watertown, NY 13601



Dear Mary,

I hope this letter finds you well. I am writing to touch base with you in regard to the city bus route. As you are aware, Washington Summit has seen significant growth since the beginning of our development 5 years ago. With the addition of the Samaritan Senior Village, which is scheduled to be complete at the end of 2012, we anticipate only continuing with that growth.

I would like to sit with you and discuss the possibility of extending the city bus route to our development. We have had many of our tenants express to us their patients interest in having the city bus extend to Washington Summit.

I would appreciate the opportunity to get together and see what would need to happen to pursue the expansion of the bus route. I realize we are on the outskirts and not in the City Proper, but having Washington Summit continue to grow will benefit the entire community. I do not see the city line as a barrier and feel we need to work together to make our community better and as strong as it can be.

Please feel free to contact me directly at 315-493-2493 ext. 226 or via email at mlundy@mlundygroup.com I look forward to hearing back from you.

Best Regards,

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

Michael E. Lundy
Managing Partner

CC: Honorable Jeffrey Graham, Mayor
Joel Bartlett, Town of Watertown Supervisor
Thomas Carman, CEO – Samaritan Medical Center
Dick Brooks, Vice President– Samaritan Medical Center

January 30, 2012

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Board and Commission Appointments

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

If Staff can be of assistance in contacting members the Council wishes to consider for reappointment, please let me know.

Board or Commission	Appointed By	Term	Name of Member	Date of Appt.	Term Expires
Transportation Commission	Council	3 Years	Jennie Adist	4/20/2009	4/1/2012
Transportation Commission	Council	3 Years	Elsie Gressler	4/20/2009	4/1/2012
Transportation Commission	Council	3 Years	Mary Morgan	4/20/2009	4/1/2012

CITY OF WATERTOWN
CIVIL SERVICE COMMISSION

MEMORANDUM

February 1, 2012

TO: Mary Corriveau, City Manager
FROM: Beth Morris, Executive Secretary
SUBJECT: Fox Lawson Update

Fox Lawson & Associates provided my office with a total of 98 draft job specifications – 83 related to positions with the City of Watertown and 15 related to positions with the Watertown Housing Authority. These job specifications were shared with the City Manager and Department Heads and Executive Director of the Housing Authority.

After changes were made to the draft job specifications, each employee was provided with a copy of the draft job specification which best described their duties and provided with a period of time for review and to file an appeal if they wished. A total of 17 appeals were filed with this office.

The Civil Service Commission began its review in May of 2011 beginning with those job specifications for positions that are department specific or those that have a defined career ladder. These meetings were Work Sessions as no action was taken. The Work Sessions provided the Commissioners an opportunity to collectively review the job specifications for the first time. They met for a total of 7 times through the summer and into the fall. The meeting schedule was posted on the Civil Service link of the City's website.

The process followed by this office was to give the Commissioners copies of the job specifications prior to the Work Session. They individually reviewed them prior to a meeting and discussed questions or concerns, if any, at the meeting. A questions or concerns that arose with regard to any part of the job specification were addressed at the meeting or clarification was requested of the Department Head.

The next step is to provide those employees who filed an appeal an opportunity to present to the Commission. This will begin hopefully in March at their next regularly scheduled meeting. Once the appeal process has finished, the Commission will begin its review and approval of draft job specifications. Action will be taken during regularly scheduled meetings and job specifications being brought to the Commission for approval will be listed on the Agenda published the week prior to the meeting.

February 1, 2012

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Crow Hazing Program Update

As Council is aware, the City of Watertown is currently under contract with Loomacres Wildlife Management to conduct crow hazing activities with the purpose of reducing the number of crows roosting in the City on a nightly basis. This program is on-going, and staff wanted to provide Council with an update.

Thus far, Wildlife Biologists from Loomacres Wildlife Management have conducted crow hazing activities in the City during three time periods. Their first hazing treatment was conducted over four nights beginning December 19, 2011. Follow-up treatments were conducted on the evenings on January 10th through the 12th, and January 16 through the 19, 2012. Further follow-up treatments are expected in the near future. Loomacres Wildlife has yet to enter into the overtime portion of their contract with the City. Costs to this point are \$3,719. Loomacres remains under contract with the City through the end of February 2012.

Below is a report submitted by Cody Baciaska, Lead Wildlife Biologist of Loomacres Wildlife Management, detailing their crow hazing activities during the months of December 2011 and January 2012. Loomacres will provide a more detailed final report after the conclusion of the contract's term.

December Crow Harassment Report:

Loomacres Wildlife Management Inc. conducted the initial crow hazing operations in Watertown from Dec. 19th – Dec. 22nd, 2011. Several teams moved about the City before and after dusk, observing crows moving to their staging and roosting areas. When congregations of crows were located, staff employed pyrotechnics, lasers and other methods to dissuade the birds from using these areas to roost.

December's crow roosting locations were initially found along the Black River behind homes and businesses. Crows were harassed from these locations the first two nights, after which they moved south of the river into the various residential areas. Staff followed them to these areas on subsequent nights and proceeded to harass them from these locations as well, all the while breaking up the crows into smaller and smaller groups of roosting birds.

Crows began using trees in smaller groups than were originally observed before harassment, making them less of a nuisance to residents. It was estimated that the initial number of birds roosting in the City was from 20 to 30 thousand crows. These birds were all roosting in large groups, in the same general locations, creating a number of issues for local residents. After the initial harassment period, crows began roosting in smaller groups of anywhere from 30 to 200 birds. These numbers are normally more tolerable depending on their location, as less fecal matter and noise is emitted by the smaller flocks. Further hazing will be conducted to continue the breakup of roosting crow flocks in Watertown, New York.

Number of Pyrotechnics Fired in December: 74

Number of Laser/Distress Deterrents Used in December: 8

January Crow Harassment Report:

Loomacres Wildlife Management Inc. was present to conduct crow hazing operations from Jan. 10th – Jan. 12th, and then again from Jan. 16th – Jan 19th this month. American crows attempting to use the City of Watertown as a roosting location were harassed using a variety of visual and auditory tactics. Screamers, bangers, distress calls, and lasers were all employed to haze crows out of various residential and commercial areas of the City. The number of total crows attempting to roost in the City has decreased since hazing began in December, and further management activities should reduce these numbers even further. It is the goal of Loomacres to limit the number of birds roosting in the City to a number of small manageable flocks in non-problem areas.

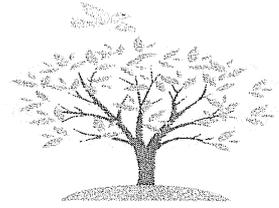
This month's crow activity was centered mostly to the south of the river, as crows traveled into various neighborhoods and business areas just before dark to spend the night. Large flocks of crows numbering in the thousands were observed staging to the south of the City's center around dusk, specifically the trees on the hillside along Thompson Boulevard and the Thompson Park Zoo. Loomacres staff moved into position during these flock congregations, and strategically fired pyrotechnics to dissuade the birds from moving into the City. These actions caused the birds to disperse into smaller flocks, and these smaller groups would often move into the City after it was dark. Staff patrolled the City after dark, locating these flocks and using pyrotechnics and lasers to harass them from their perches. These birds were often found in coniferous trees in and among houses, making for undesirable roosting locations.

Special emphasis was put on harassing crows from the highly sensitive areas in the downtown business district, especially the trees near the Watertown Historical Society. Loomacres staff worked with the staff at the Historical Society, and gained access to their roof in order to better harass the birds frequenting this location. Staff also fielded calls and internet reports from local residents in order to locate flocks in numerous residential areas after night had fallen. Crows were reported and harassed on many of the side streets off of Sherman, Washington, Gotham, Franklin, South Massey,

and State Streets. Continued harassment in the upcoming months will further reduce conflicts between residents and American crows in the City of Watertown.

Number of Pyrotechnics Fired in January: 122

Number of Laser/Distress Deterrents Used in January: 31



TREE WATERTOWN COMMITTEE

City of Watertown, New York

January 27, 2012

The Honorable Mayor and City Council
City of Watertown, New York

Dear Council Members:

Attached for your review is Tree Watertown's 2011 Annual Report which outlines the activities of Tree Watertown from December 2010 through November 2011. As the City's Street Tree Advisory Board, Tree Watertown conducted or was involved with numerous tree planting and educational efforts throughout the year including our annual Arbor Day celebration as well as spring and fall tree planting projects.

Thank you for your continued support of Tree Watertown and the City's urban forest. If you have any questions about the Annual Report, please let me know.

Sincerely,

William Christopherson
Landscape Architect
Chairman, Tree Watertown

cc: Mary M. Corriveau, City Manager
Michael A. Lumbis, Planner

William Christopherson, RLA
1145 Boyd Street
Watertown, NY 13601

Ph (315) 785-6850

Email: Wchrist796@aol.com



Tree Watertown 2011 Annual Report



December 2010 - November 2011



Tree Watertown 2011 Annual Report

Chairman's Report

December 8, 2011

Dear Tree Watertown Members:

The past year has been both very successful in planting new trees throughout the City of Watertown's neighborhoods as well as challenging as we began in 2011 to plan for the arrival within the next few years of a devastating destroyer of Ash Trees – The Emerald Ash Borer.

Thanks to the dedication and commitment of Tree Watertown board members, Master Gardeners, Cornell Cooperative Extension and the City of Watertown, we will be going forward with an Emerald Ash Borer Management Plan to present to the City for approval and implementation. Faced with the potential loss of most of the city's Ash trees due to EAB in the next few years, this is the most critical threat to our urban forest since the Ice Storm of 1998.

On a brighter side, once again for the 11th consecutive year, our City of Watertown has been named a Tree City USA by the National Arbor Day Foundation. It is through the partnerships we have with organizations including Master Gardeners, Watertown Rotary, the Northern New York Community Foundation, the City of Watertown, and all of the many city resident volunteers that Watertown can proudly claim this honor yet again.

Our annual report, prepared by Michael A. Lumbis, City Planner, and contained herein, describes the many programs, events, and meetings that were conducted by Tree Watertown in 2011. Our accomplishments this year are framed by two wonderful events that demonstrate how volunteers have worked with Tree Watertown to make our City of Watertown a more beautiful place.

In the spring, on April 29, Arbor Day 2011 was celebrated with a tree planting ceremony at the Jefferson County Historical Society. Local city residents, public officials, the Watertown City Public Works Crew, and children from the First Step Day Care Center helped us plant a new Catalpa Tree and two new apple trees.



Tree Watertown 2011 Annual Report

In the fall on November 5, faculty, students, and their families from Starbuck Elementary and other schools in the Watertown School District braved an icy cold Saturday morning to help plant 14 new shade trees for the grounds at Starbuck Elementary.

The following pages detail all of our different projects for 2011. I especially thank the volunteer board members of our Tree Watertown committee for taking time out of their busy schedules to help plan and organize each of our events throughout the year.

Thank you for helping to make 2011 such a successful year through your hard work and dedication. I look forward to working with you on new and exciting projects in the coming year.

Sincerely,

William W. Christopherson,
2011 Chairman, Tree Watertown

cc: City Council Members
Mary M. Corriveau, City Manager



Tree Watertown 2011 Annual Report

Tree Watertown Activities - December 2010 through November 2011

- December 9, 2010: The 2010 Tree Watertown Annual Meeting was held. The meeting agenda included election of officers for 2011 and a review of activities and the annual financial report for 2010.
- December 21, 2010: The 2010 Tree City USA Application was submitted to the National Arbor Day Foundation. Tree Watertown assisted with the completion of the City's application.
- January 13, 2011: Members discussed project ideas for the Carolyn Whitney Fund Grant application that will be submitted to the Northern New York Community Foundation. Ideas included a possible tree give-away as an opportunity for planting in areas within the City that were outside of the street right-of-way and the planting of trees in target areas as part of an expanded fall planting program.
- January 13, 2011: Tree Watertown members discussed a proposed grant application to the NYSDEC through the Urban & Community Forestry Grant Program. The group recommended utilizing the grant monies for expanding the spring planting program in 2012. Tree Watertown adopted a motion recommending that the City Council direct staff to apply for grant funding totaling \$5,000.
- January 13, 2011: Members discussed preliminary plans for Arbor Day 2011. The planting of one to two trees at the Jefferson County Historical Society was suggested and agreed upon. Arbor Day was scheduled for April 29, 2011.
- January 13, 2011: Members then discussed the impact the City Sidewalk Program is having on the City's street trees. It was noted that the various construction practices currently being employed are having detrimental impacts on the trees. Glen Roberts agreed to look into technical reports in support of tree protection within construction areas. It was decided that a meeting with the city engineer should be scheduled to review the impact the program is having on street trees prior to the start of the new construction season.
- January 13, 2011. The group discussed the likely impacts of the Emerald Ash Borer and determined that a management plan should be developed. A subcommittee to develop that management plan was then created.





Tree Watertown 2011 Annual Report

Tree Watertown Activities -

December 2010 through November 2011

Continued

- January 20, 2011: Michael Lumbis and several staff members from the DPW Buildings and Grounds Crew attended an Arborjet Emerald Ash Borer Training Seminar in Lowville, NY sponsored by Miller's Spraying and John Deere Landscapes. The focus of the workshop was on the utilization of trunk injections in ash trees as an effective way to prevent the Emerald Ash Borer from attacking and killing ash trees.
- January 25, 2011: The NYS Department of Environmental Conservation and the Planning Office hosted a tree pruning workshop. Ten (10) employees from the DPW Buildings & Grounds and Thompson Park crews attended this workshop which consisted of both an indoor and outdoor training session. The workshop was held in advance of the annual spring tree pruning project conducted by DPW.
- January 28, 2011: An application to the NNY Community Foundation through the Carolyn Whitney Fund for Tree Planting was submitted. If awarded, the funding would provide for the planting of 40 bare root trees throughout the City. Exact planting locations will be determined this summer, but a focus will be on planting near existing ash trees with the idea of establishing replacements before the arrival of the Emerald Ash Borer.
- February 10, 2011: The City's application for funding through the NYSDEC Urban & Community Forestry Grant Program was submitted by Staff. If awarded, the \$5,000 grant and \$5,000 match will provide for the planting of 135 bare root trees in the spring of 2012. Locations for planting will include Factory Square Park, the 900-1100 Blocks of Salina Street and at other various locations within the City.
- February 10, 2011: Tree Watertown continued discussion on Arbor Day 2011. A tree planting demonstration was suggested in conjunction with the ceremonial tree planting.
- February 10, 2011: The development of the Emerald Ash Borer (EAB) Management Plan was discussed. Sue Gwise and Glen Roberts suggested using an existing management plan as a template for our plan. It was also noted that Cornell University has a NYS EAB community preparedness plan workbook that can be used as a guide for developing the plan. Other EAB topics such as educational initiatives and treating existing prominent ash trees were then discussed.
- March 2, 2011: The City of Watertown is named a Tree City USA for 2010 by the National Arbor Day Foundation. 2010 marks the eleventh straight year Watertown has received the designation.
- March 10, 2011: Plans for Arbor Day 2011 were finalized. The ceremony will take place on Friday, April 29 on the grounds of the Jefferson County Historical Society, beginning at 11:30 a.m.





Tree Watertown 2011 Annual Report

Tree Watertown Activities -

December 2010 through November 2011

Continued

- March 10, 2011: Plans for the 2011 Spring Tree Planting Projects were discussed. It was noted that Breen Avenue would be the location of the City-Rotary planting to be held on April 30. The City bare root tree planting project will occur at various locations throughout the City where property owners have requested trees. The project will also target the 700 block of Gotham Street, Clay Street, the 200 Block of Academy Street and Park Drive.
- March 23, 2011: The City was notified by the Northern New York Community Foundation that it was awarded a \$3,700 grant from the Carolyn Whitney Tree Planting Fund to plant trees throughout the City. The grant will enable the planting of 40 bare root trees in the fall of 2011.
- March 31, 2011: Tree Watertown members Michael Lumbis, Kelly Reinhardt and Glen Roberts gave a presentation on Street Trees at the Tug Hill Commission's Local Government Conference. The presentation was aimed at inspiring others to start local tree programs and to share technical expertise related to urban forestry along with local history, project highlights and success stories from efforts in Watertown.
- April 14, 2011: Sue Gwise reported that she has met with the Master Gardeners about inventorying existing ash trees located in the City as the first step in preparing the Emerald Ash Borer (EAB) Management Plan. Sue also discussed an EAB tree tag program that will serve to educate the public about the insects. The tags will be placed on select ash trees throughout the City by Master Gardeners.
- April 27 – May 3, 2011: The City of Watertown Department of Public Works completed the City's Annual Tree Planting Project, by planting a total of 99 trees throughout the City. Tree Watertown members assisted with the sorting and numbering of the trees prior to planting.
- April 29, 2011: Tree Watertown held its 14th annual Arbor Day Observance in the Victorian Garden at the Jefferson County Historical Society. The celebration featured the planting of a Northern Catalpa tree and two apple trees in the Society's orchard. Mayor Jeffrey Graham also read an Arbor Day Proclamation and declared April 29 as Arbor Day in the City of Watertown.





Tree Watertown 2011 Annual Report

Tree Watertown Activities - December 2010 through November 2011 Continued

- April 30, 2011: Tree Watertown assisted the Watertown Noon Rotary Club with its annual tree planting project. The project featured the planting of 46 trees along Breen Avenue and 4 trees in North Watertown Cemetery.
- May 12, 2011: The summer tree watering and maintenance program began with the hiring of local college student and Tree Watertown member, Michael DeMarco. Michael will be following a watering and mulching schedule throughout the summer season. Michael currently attends the State University of New York College of Environmental Science and Forestry.
- May 12, 2011: It was reported that the ash tree inventory being conducted by Master Gardeners and members of Tree Watertown was underway.
- June 9, 2011: Bill Christopherson and Sam Thomas reported that on June 1 they had met with the city engineer, Kurt Hauk, regarding the City's Sidewalk Replacement Program. During the meeting, several concerns were raised such as root grinding, the lack of construction fencing around the driplines of the trees and keeping vehicles off the roots under the drip line to avoid root damage and soil compaction. It was hoped that the meeting would spur compliance with the City's tree ordinance by the sidewalk crew.
- June 9, 2011: An update on the summer tree watering, mulching and maintenance program was provided. Watering has been underway since mid May and the mulching started in early June.
- June 21, 2011: The final component to the City's spring tree planting project was completed with the planting of 25 trees by All Seasons Landscaping and Garden Center, LLC.
- July 14-16, 2011: Glen Roberts and Michael DeMarco attended the New York State Urban and Community Forestry Council's NY ReLeaf Conference in New Paltz, NY.
- July 25, 2011: The NYS DEC issues a press release that indicates that the City has been awarded a \$5,000 grant for tree planting through the 2009-2010 EPF Urban and Community Forestry Grant Program. The grant and City match will provide funding for the Spring 2012 Tree Planting Program.
- August 11, 2011: Michael DeMarco provided a final report to Tree Watertown on the summer watering and mulching program. He reported that in addition to watering approximately 200 spring planted trees each week, he also has mulched trees throughout the City. This summer, 581 trees were mulched in locations on streets and in parks throughout the City. It should be noted that Michael was able to work part time on weekends through the end of October. He continued to mulch trees during that time and was responsible for mulching an additional 158 trees. In total, he mulched 739 trees during his tenure.





Tree Watertown 2011 Annual Report

Tree Watertown Activities -

December 2010 through November 2011

Continued

- August 11, 2011: Members discussed and planned Tree Watertown's annual fall tree planting project. Starbuck School was selected as the site for the fall planting. The Watertown City School District was unable to provide funding for trees as they have in the past for this project, but members decided to keep the project going by purchasing trees using Tree Watertown funding. A majority of the tree purchases was made using a donation of \$600.00 to Tree Watertown that was made by the staff of Indian River Central School District in memory of the sister and nephew of Samuel Thomas, Tree Watertown member.
- August 11, 2011: Members discussed and planned the City's Fall Tree Planting Project that will utilize the 2011 Whitney Tree Planting Fund Grant.
- August 11, 2011: Tree Watertown again discussed the various tree related issues associated with the City's sidewalk replacement program. Bill Christopherson reported that following the June 1 meeting with Kurt Hauk, city engineer, a letter was sent to him outlining Tree Watertown's specific concerns. After observing another 2 months since the meeting without any changes to the sidewalk construction practices, it was decided to meet with the city manager to discuss the situation.
- August 11, 2011: Tom Walker provided an update on his work with the American Chestnut Foundation on the development of an American Chestnut orchard in the area. Tom said that genetically engineered American Chestnut tree seedlings were recently planted at Belleville-Henderson High School. The orchard was developed to support the efforts of Dr. Charles Maynard, a professor at SUNY-ESF who has been studying the American Chestnut tree and the Chestnut Blight for over 20 years. If the seedlings prove to be resistant to Chestnut Blight, it may be a significant step in reestablishing the American Chestnut as an important tree species.
- August 30, 2011: Bill Christopherson and Tom Walker met with city manager, Mary Corriveau and mayor, Jeffrey Graham regarding the various tree related issues associated with the City's sidewalk replacement program. The city manager agreed to bring the concerns of Tree Watertown to the city engineer.
- September 8, 2011: The fall tree planting projects were discussed again with Mike Lumbis noting that plans and specifications were being finalized for the Whitney Fund project. He said a site visit would be scheduled soon to determine tree planting locations at Starbuck School. Suggestions regarding tree species and planting locations were made for both projects by Tree Watertown members.





Tree Watertown 2011 Annual Report

Tree Watertown Activities -

December 2010 through November 2011

Continued

- October 13, 2011: Details regarding the fall tree planting projects were finalized. Mike Lumbis noted that plans and specifications had been finalized for the Whitney Fund Project. He said that he and Sam Thomas had met with Mark Taylor, Starbuck Elementary Principal, to select tree planting locations around the school.
- October 13, 2011: Mike Lumbis noted that applications for the 2012 Carolyn Whitney Tree Planting Grant would be due in late January. Members began discussing project locations and ideas.
- October 13, 2011: Work continues on the ash tree inventory throughout the City. Once the inventory is complete later in the year, a draft Emerald Ash Borer Management Plan will be published.
- November 4, 2011: All Seasons Landscaping and Garden Center LLC completes the Fall 2011 City Tree Planting Project. The project featured the planting of 40 bare root trees at various locations throughout the City using funds awarded by the Northern New York Community Foundation from the Carolyn Whitney Fund. The funding allowed the City to replant in neighborhoods where mature trees have recently been removed and enabled the planting of a new tree near 28 existing ash trees, including 10 ash trees within Thompson Park. Planting near existing ash trees was done to mitigate the impacts that the Emerald Ash Borer will have on Watertown's urban forest.
- November 5, 2011: Tree Watertown completed its annual fall tree planting project on the grounds of Starbuck Elementary. The planting of 14 trees at Starbuck was a joint project between Tree Watertown, the Watertown City School District and the City of Watertown Department of Public Works (DPW). One additional tree was also planted in Thompson Park. Over 35 people were in attendance to help plant including Tree Watertown members, Master Gardeners from Cornell Cooperative Extension, students and staff from Starbuck, and local Girl Scouts.
- November 8, 2011: Tom Walker provided an update on his work with the American Chestnut Foundation. Tom said the 34 Transgenic, Chinese and natural American chestnuts that were planted in June at Belleville Henderson High School have survived the summer and have been fenced in.
- Throughout the year, Tree Watertown members provided to area residents educational information concerning tree identification, site selection requirements and other urban forestry information.





Tree Watertown 2011 Annual Report

Tree Watertown Members

- Bill Christopherson, Chairman
- Dr. Jason White, Vice-Chairman
- Joshua Carlsson, Secretary
- Michael Lumbis, Treasurer
- Jean Boldizar
- David Buszak
- Mike DeMarco
- Brian Gorman
- Sue Gwise
- Jack Parsell
- Kelly Reinhardt
- Glen Roberts
- Samuel Thomas
- Jennifer Voss
- T. Urling Walker

2011 Meeting Dates

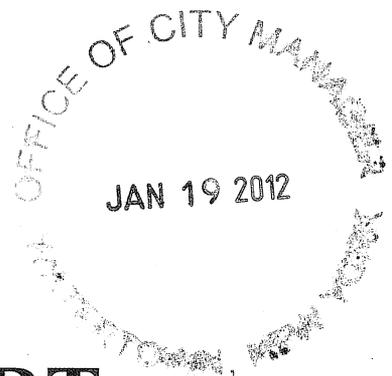
- January 13, 2011
- February 10, 2011
- March 10, 2011
- April 14, 2011
- April 29, 2011 (Arbor Day Ceremony)
- April 30, 2011 (Tree Planting)
- May 12, 2011
- June 9, 2011
- August 11, 2011
- September 8, 2011
- October 13, 2011
- November 5, 2011 (Tree Planting)
- November 10, 2011
- December 8, 2011 (Annual Meeting)

Jefferson County Dog Control

Todd L. Cummings, Supervisor



2011



ANNUAL REPORT

2011 ANNUAL REPORT

Dog Control Services To City Of Watertown

1) Enforcement Of City Dog Ordinances

Enforcement of municipal code law pertaining to dogs is a daily activity. Most enforcement is performed in response to complaints from City residents. In 2011 we received 556 trouble calls in the City. In addition to trouble calls we also conduct daily random patrols of the City and issue tickets to some owners.

A) number of dogs impounded: 214
For City Violations.

B) number of appearance tickets: 49
For City Court

2) Licensing of dogs

With the new licensing laws in effect in 2011 we now send the 10 days to license Forms to the City Clerk.

A) Number of 10 days forms: 58

The total number of dog licenses issued by the City Clerk is 1665

3) Animal Cruelty

In the year 2011 we assisted the City Police on 15 Cruelty investigations, where we ended up removing the dogs from the owners residence. We respond to animal cruelty calls when requested by City Police. Since we are not Peace Officers we do not have the authority to remove an animal without a Law Enforcement Officer present.

4) Rabies Control Program

Handling of all the dog bites and some cat bites, is performed under advisement of Jefferson County Public Health. This includes location of animals/ owners, completion of reports, inspection/evaluation of animal quarantines, and notification of confinement orders under N.Y.S..Public Health Law. Confinement of stray biting animals is also provided at the County Dog Shelter.

Number of dog bites: 77

Number of cat bites: 6

Total: 83

5) West Nile Program

We are also involved in the West Nile Program which is coordinated by the Jefferson County Public Health. Our part in this program is to collect the dead birds which people report. We bag and freeze the specimens pending their submission for testing through the N.Y.S. Health Department by way of Public Health. In 2011, we received no West Nile calls in the City.

6) Enumeration Program

Note: The City was recapped in 2011 starting with the South side and finishing with the North side. Some follow ups are still being worked on. (Note) The next enumeration is scheduled for 2013..

7) Dead Animal Disposal

We still continue to pick up dead dogs
Number of Dead Dogs Removed: 1

8) Drug Raids

We have been involved in aiding the City Police and N.Y.S. Drug Task Force in removing dogs from residences or vehicles when drug raids or arrests are being made. Often times these dogs are trained to protect their owners or drugs and can be vicious. In 2011 we did not assist with any drug raids.