



Watertown City Council  
March 12, 2012

Adjourned Council Meeting Agenda

Resolution 1. Approving Lease and Service Agreement for Spare Bus Program Between the City of Watertown and Franklin County

Work Session Agenda

Discussion Items:

1. Sewall's Island Redevelopment Plan Update

Presentation by Ken Mix Planning and Community Development Coordinator

2. Watertown Local Development Corporation, Option Request.

March 8, 2012 memorandum from City Manager Mary M. Corriveau

3. Thompson Park Conservancy Lease

March 8, 2012 memorandum from City Manager Mary M. Corriveau

Res No. 1

March 6, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Lease and Service Agreement for Spare Bus Program  
Between the City of Watertown and Franklin County

Since 2002, the City has been involved in the Federal Section 5311 Rural Transit System Backup and Spare Bus Program. As you will recall, this program, administered by the State of New York strategically locates back-up and spare buses for use by small rural transit systems in communities throughout the State.

Franklin County has notified the New York State Department of Transportation of their need and desire to utilize the spare bus titled to the City of Watertown as part of this program. In accordance with the Lease Agreement, Franklin County will need to keep the vehicle registered and insured. The City of Watertown will continue to hold title to the vehicle and the vehicle will be returned to the City at the end of the Lease term. As detailed in Appendix B, Franklin County will lease this vehicle from March 13, 2012 through March 13, 2013.

Attached for your review and consideration is the Lease and Service Agreement for the Spare Bus Program that has been provided to us by the State of New York and previously reviewed by City Attorney Robert J. Slye.

A resolution authorizing this Lease Agreement has been prepared for City Council consideration.

March 12, 2012

Resolution No. 1

**RESOLUTION**

Page 1 of 1

Approving Lease and Service Agreement for Spare Bus Program Between the City of Watertown and Franklin County

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 the New York State Department of Transportation has determined that small rural transit systems generally have fewer spare and back-up vehicles to rely on when their fleet experiences mechanical failures or their buses are out of service for extended periods of time, and

WHEREAS a new Federal Section 5311 Rural Transit System Program has been designed to assist rural transit providers by strategically locating backup and spare buses for use by small rural transit systems, and

WHEREAS the City of Watertown participates in said program by housing one of the backup and spare buses, and

WHEREAS Franklin County, has notified NYSDOT of their desire to utilize the spare bus titled to the City of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Lease and Service Agreement for Spare Bus Program between the City of Watertown and Franklin County, a copy of which is attached and made a part of this resolution,

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

**Seconded by**

LEASE AND SERVICE AGREEMENT

FOR SPARE BUS PROGRAM

THIS AGREEMENT made this 13th day of March 2012 , between the City of Watertown herein after referred to as ‘Municipal Corporation’ or ‘Lessor) Franklin County (herein after referred to as ‘Lessee’)

W I T N E S S E T H:

WHEREAS, the Municipal Corporation is a grantee for certain capital equipment funded under the State Dedicated Fund program pursuant to a written Agreement with the State; and

WHEREAS, the Lessee is a grantee for projects funded under the Federal Non-Urbanized Area Public Transportation program pursuant to an approved Project Application and written Agreement with the State; and

WHEREAS, the Municipal Corporation will lease the capital equipment to the Lessee pursuant to the provisions of this Agreement; and

WHEREAS, the Lessee will utilize the capital equipment to provide certain public mass transportation services pursuant to an approved Project Application and Agreement with the State.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Municipal Corporation and the Lessee agree as follows:

1. Definitions. As used in this Agreement:

‘State’ means the State of New York.

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

‘Project Application’ means the federal Section 5311 application submitted, by the Municipal Corporation or by another Municipal Corporation which may contract with the Lessee, to and approved by the Commissioner, including all project supporting information submitted therewith.

‘Capital Equipment’ means the vehicles or other equipment obtained by the Municipal Corporation through the State Dedicated Fund program administered by the State, said equipment to be leased to the Lessee pursuant to this Agreement.

“Service Period” means the period of time set forth in Appendix B of this Agreement.

“Scope of Work” means the authorized public mass transportation services to be provided by the Lessee during the Service Period, as described in the Municipal Corporation’s approved Project Application and Appendix B of this Agreement.

“Commissioner” means the Commissioner of Transportation of the State of New York or the Commissioner’s duly authorized representatives.

“Department” means the New York State Department of Transportation.

2. Purpose of Agreement. The purpose of this Agreement is to provide for the lease of the Capital Equipment to the Lessee and the provision of certain public mass transportation services by the Lessee utilizing said Capital Equipment, and to state the terms, conditions and mutual understandings of the parties governing said lease, and the operation and maintenance of the Capital Equipment.

3. Documents Forming the Agreement. This Agreement consists of this document and the following listed attachments:

Appendix A-- Standard Provisions for All New York State Contracts

Appendix B-- Scope of Work, Service Period and Financial Reimbursement

The Lessee agrees to comply with all applicable terms and conditions contained in the aforementioned documents, including all applicable rules, regulations and project supporting information and assurances of Section 5311 of Title 49, United States Code.

4. Use of Capital Equipment. The Lessee agrees that the Capital Equipment leased from the Municipal Corporation in accordance with this Agreement will only be used to provide public mass transportation services as these are described in an approved Project Application and Appendix B of this Agreement, and that any unauthorized use of said Capital Equipment that is not in conformance with said services as described therein shall be cause for the termination of this Agreement by the Municipal Corporation. Use of the Capital Equipment to provide charter or sightseeing transportation service is not permitted.

The Lessee shall keep accurate records with regard to the use of the Capital Equipment and shall submit to the Municipal Corporation such information or reports as the Municipal Corporation may from time to time request in connection therewith. The Lessee shall immediately notify the Municipal Corporation in all cases where any of the Capital Equipment is used in a manner substantially different from that required by this Agreement.

Further, the Lessee agrees to provide the annual certification of insurance described in Article 13. Also, the Lessee shall submit to the Municipal Corporation such reports relative to

the use of the Capital Equipment as are required by the New York State Department of Transportation.

The Capital Equipment may not, at any time, be used exclusively for the personal transportation or the private purposes of the employees, agents, representatives, clients or associates of the Municipal Corporation or the Lessee. Violation of this restriction shall be cause for the immediate termination of this Agreement by the Municipal Corporation.

5. Maintenance of Equipment. The Lessee agrees to keep the Capital Equipment in a safe and clean condition and in good working order, and to garage or store the equipment in a secure manner. The Lessee agrees to properly maintain the equipment according to the procedures described in the manufacturer's service manual and through generally accepted bus industry practices for such equipment. In addition, the Lessee agrees to comply with such other maintenance or other conditions relating to the safe and acceptable operation of the Capital Equipment, as the Municipal Corporation may from time to time require.

The Lessee agrees to have the equipment inspected by NYSDOT Motor Vehicle Inspectors, regardless of whether it would normally be exempt from the inspection requirements. Any defects found through this inspection must be corrected in a reasonable time.

The Lessee must adhere to the required scheduled routine maintenance which comes due during the period of the lease and will be responsible for all such costs. If major maintenance procedures need to be completed while a Lessee has possession of the equipment, and the costs would be eligible to be reimbursed to the Municipal Corporation by NYSDOT, then the Lessee would be eligible to be reimbursed for the expenses.

6. Contracts of the Lessee. The Lessee shall not execute any contract, amendment thereto, or change order, or obligate itself in any manner with any successor Lessee with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Municipal Corporation. The Municipal Corporation shall require the inclusion therein of such terms and conditions as they may deem necessary or desirable to effectuate the purpose of this Agreement as a pre-requisite to their approval.

7. Termination or Suspension. If the Lessee, before completion, discontinues the public mass transportation services pursuant to this Agreement or if, for any reason, the commencement, prosecution or timely completion of these services by the Lessee is rendered improbable, impossible or illegal, the Municipal Corporation, by written notice to the Lessee, may terminate any or all of the Municipal Corporation's obligations under this Agreement or may suspend any or all of its obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.

Upon receipt of any such notice of termination or suspension, the Lessee shall promptly carry out the actions required by such notice which may include any or all of the following: (1) termination or suspension of the use of Capital Equipment and such other action as the Municipal Corporation deems necessary; (2) furnishing a status report on the physical condition

of the Capital Equipment; and (3) furnishing an estimate of the current fair market value of the leased Capital Equipment.

8. Record and Documentation. The Lessee shall retain all data, reports, records, logs, and other materials and information relating to activities covered by this Agreement for a period of one (1) year following the termination date of the Service Period under this Agreement and shall make the same available to the Commissioner or his or her authorized representatives, for audit, inspection and copying, upon request.

9. Lessee 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 Lessee to enter into this Agreement, or to undertake the public mass transportation services, or to observe, assume, or carry out any of the provisions of this Agreement, the Lessee will initiate and complete such action as is so required.

10. Lessee Liability. The Lessee will be responsible for all damage to life and property due to activities of the Lessee, his subcontractors, agents or employees in connection with the utilization of the Capital Equipment leased from the Municipal Corporation pursuant to this Agreement. The Lessee shall indemnify and hold harmless the Municipal Corporation and the State and their employees from any and all claims, actions, suits, proceedings, costs, expenses, judgments, damages, and liabilities, including reasonable attorneys' fees, arising out of or resulting from acts or omissions of the Lessee, its contractors, subcontractors, agents or employees, relating to the utilization of the Capital Equipment.

11. Insurance. The Lessee agrees to procure and maintain at his own expense, insurance of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the state Department of Transportation, covering all operations under this Agreement, whether performed by him or by subcontractor. Before operating the Capital Equipment, the Lessee shall furnish to the Municipal Corporation a certificate or certificates in a form satisfactory to the Municipal Corporation or showing that he has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Municipal Corporation. The kinds and amounts of insurance required are as follows:

(a) Worker's Liability Insurance: Policy or policies covering the obligations of the Lessee in accordance with the provisions of any applicable worker's liability insurance including for the state of New York, Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949; this Agreement shall be void and of no effect unless the Lessee procures such policy or policies and maintains the same in force.

(b) Bodily Injury and Property Damage: Policies of bodily injury liability and property damage liability insurance in accordance with applicable State laws and regulation covering the Lessee, the Municipal Corporation and the State of New York, shall be provided by

the Lessee at adequate limits for the protection of all parties and subject to the approval of the Municipal Corporation.

(c) Theft, Fire and Collision Losses: The Lessee shall maintain, at all times, collision and comprehensive insurance so as to assure recovery of the actual cost value of the Capital Equipment, in the event of theft, damage or complete loss from fire or collision. The collision insurance may contain a deductible provision amounting to \$1,000. The Lessee agrees to return to the Municipal Corporation, the State shares of the proceeds of any settlement on theft, fire and/or collision losses.

12. Inspection. During the term of this agreement, the Lessee shall permit, and require its subcontractors to permit, the Chief Executive Officer of the Municipal Corporation, the Commissioner, or their authorized representatives, to inspect the condition of the Capital Equipment and the operation of said Capital Equipment in public mass transportation service and to inspect all data, records and accounts maintained by the Lessee that are required pursuant to this agreement, at any time during the normal business hours of the Lessee.

13. Terms of Agreement. The term of this Agreement shall be the entire Service Period specified in Appendix B of this Agreement, with the provisions of Article 9 of this Agreement remaining in effect as specified therein.

IN WITNESS, WHEREOF, the Municipal Corporation and the Lessee have executed this Agreement by and through their respective authorized representatives, effective the day and year first above written:

FOR THE CITY OF WATERTOWN:

BY \_\_\_\_\_

TITLE \_\_\_\_\_

FOR THE COUNTY OF \_\_\_\_\_ :

BY Tonka \_\_\_\_\_

TITLE County Manager \_\_\_\_\_

## APPENDIX A

### STANDARD PROVISIONS FOR ALL NEW YORK STATE 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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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 621 S of the Education Law), if this contract exceeds \$10,000 (\$20,000 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, 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.

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.** The contractor agrees to comply with all applicable Federal State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work 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 or 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.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contract or warrants, under penalty of perjury, this its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants 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 there under. 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 (2 NYCRR 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 setoff 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) years or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct and 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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.**

All invoices or New York State standard vouchers submitted for payment for the sale of goods of services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, 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 other 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 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 New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN:** In accordance with Section 312 of the Executive Law, 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 or 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 Governor's Office 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 XI-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 State 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.

## APPENDIX B

### Scope of Work, Service Period and Financial Reimbursement

Scope of Work: The Municipal Corporation agrees to lease the following Capital Equipment to the Lessee for the Service Period of this Agreement: 2010 Ford E-450 Starcraft Allstar Type 3 bus.

The Lessee agrees to utilize the above Capital Equipment to provide public transportation service according to the terms and conditions specified in its approved Section 5311 Project Application and Agreement.

Service Period: The Service Period of this Agreement shall commence on March 13, 2012 and continue for the period agreed to by the Lessee and the Municipal Corporation as follows: March 13, 2012 to March 13, 2013

Financial Reimbursement: The Municipal Corporation agrees to lease the Capital Equipment described herein to the Lessee for the Service Period described above for the sum of one dollar (\$1.00). All expenses incurred in the operation and routine maintenance of the Capital Equipment shall be paid by the Lessee.

March 8, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

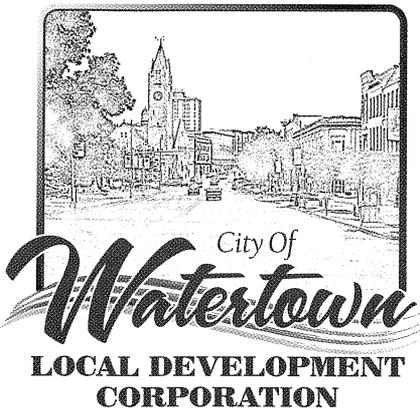
Subject: Sewall's Island Option Agreement, Watertown  
Local Development Corporation

The attached letter from Donald W. Rutherford, CEO of the Watertown Local Development Corporation (WLDC) was received this in my office today. As you can see, the WLDC is interested in entering into an Option Agreement with the City of Watertown on the Sewall's Island Property. The Brownfield cleanup work on Sewall's Island has been completed and we are now in a position to move forward with marketing the property for development.

The WLDC has a similar agreement with the City for the marketing and development of the City's Industrial Park, and has over the years done a tremendous job working with prospects and developing the Industrial Park. They have gone out on the limb and constructed two spec buildings that were initially leased, then sold to businesses interested in doing business in the City of Watertown.

Prior to discussing this matter, Planning and Community Development Coordinator Ken Mix will make a presentation to the City Council on the status of Sewall's Island and the proposed reuse of the sites. At the conclusion of that presentation, Staff will be looking for direction from the Council on how you want to proceed with the request from the WLDC.

Donald W. Rutherford, CEO



March 6, 2012

Mrs. Mary Corriveau  
City Manager  
City of Watertown  
245 Washington Street  
Watertown, New York 13601

Dear Mrs. Corriveau:

The Watertown Local Development Corporation (WLDC) Board of Directors has authorized me to request an option agreement on the Sewall's Island property. We request that the option agreement be structured in a similar fashion to the City Center Industrial Park option. The intent is for the WLDC to market the property to developers with a focus on market rate multi-unit residential. The WLDC attorney is currently working on the option agreement and will get it to you upon completion. If you need any addition information please let me know.

Sincerely,

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

Donald W. Rutherford  
CEO

DWR:kst

Cc Watertown City Council Members  
W. James Heary, Esq.

March 8, 2012

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Thompson Park Conservancy Lease

Earlier this week I had an opportunity to meet with representatives from the Thompson Park Conservancy regarding their desire to continue their Lease Agreement with the City of Watertown. As the Council is aware, in 1988, the concept of the "Thompson Park Conservancy" grew from a grassroots organization to assume the primary responsibility for a new, habitat based, indigenous species zoo at Thompson Park. During that same year, the City Council voted to allocate \$750,000 to begin construction of a new zoo at Thompson Park.

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

Last year, the City Council limited the term of the Lease Agreement with the Conservancy to one year to provide the Conservancy with an opportunity to address concerns raised by Council Member Roxanne M. Burns, following the July 2010 concert in the park. I believe that the concerns raised by Council Member Burns were addressed by the Conservancy this past year.

Our current Lease Agreement with the Thompson Park Conservancy expires on June 30, 2012. During our discussions, John Wright, Executive Director of the New York State Zoo at Thompson Park requested that the City consider a longer term lease upon renewal this year. At the same time, it is recommended by both entities that the expiration date of the lease be changed to December 31<sup>st</sup> which coincides with the Conservancy's fiscal year and also will allow for more deliberate planning for events like the Symphony in the Park, as the Lease won't be expiring within days of the event, as it currently does.

Unless the Council has concerns regarding an extended term or changing the expiration date of the Lease Agreement, Staff will move forward with negotiating the terms of a new agreement.