

**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, October 19, 2009, 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

PROCLAMATION

Declare October 20, 2009, as "Red and Black Day" to Honor the Watertown Red and Black as Empire Football League Champions

PRIVILEGE OF THE FLOOR

PRESENTATION

Kathy Plante-Hunt, Update on Arsenal Street Cemetery Project

RESOLUTIONS

- Resolution No. 1 - Appointment to the Roswell P. Flower Memorial Library Board of Trustees, Linda C. Dittrich
- Resolution No. 2 - Accepting Bids for Water Main Project, Ferguson Waterworks
- Resolution No. 3 - Approving Change Order No. 2 with B-S Industrial Contractors, Inc., for the Black River Parks Project
- Resolution No. 4 - Authorizing Sale of Real Property, Known as VL-7 Gotham Street to Fast Lube of Watertown, Inc., 1552 State Street, Watertown, New York 13601

- Resolution No. 5 - Authorizing Sale of Real Property, Known as 329 Gotham Street to Watertown Development, LLC, 1115 Gotham Street, Watertown, New York 13601
- Resolution No. 6 - Authorizing Sale of Real Property, Known as 119 Marble Street to A. Brown Properties, LLC, 248 High Street, Watertown, New York 13601
- Resolution No. 7 - Authorizing Sale of Real Property, Known as 120 Marble Street to A. Brown Properties, LLC, 248 High Street, Watertown, New York 13601
- Resolution No. 8 - Authorizing Sale of Real Property, Known as 320 Meadow Street South to Watertown Development, LLC, 1115 Gotham Street, Watertown, New York 13601
- Resolution No. 9 - Authorizing Sale of Real Property, Known as 7 Pearl Street to Eddie F. and Annie L. Clark, 690 Fassett Street, Watertown, New York 13601
- Resolution No. 10 - Authorizing Sale of Real Property, Known as 8 Pearl Street to Eddie F. and Annie L. Clark, 690 Fassett Street, Watertown, New York 13601
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- Resolution No. 11 - Authorizing Sale of Real Property, Known as 814 Pearl Street to Lisa A. Safford, 16517 Jacobs Road, Watertown, New York 13601
- Resolution No. 12 - Authorizing Sale of Real Property, Known as 43 Pennsylvania Avenue to Benjamin Dean Butz, 215 Sterling Street, Watertown, New York 13601
- Resolution No. 13 - Authorizing Sale of Real Property, Known as 44 Pennsylvania Avenue to Benjamin Dean Butz, 215 Sterling Street, Watertown, New York 13601
- Resolution No. 14 - Authorizing Sale of Real Property, Known as 45 Pennsylvania Avenue to Benjamin Dean Butz, 215 Sterling Street, Watertown, New York 13601
- Resolution No. 15 - Authorizing Sale of Real Property, Known as 46 Pennsylvania Avenue to Jeremiah W. Murphy, P.O. Box 6082, Watertown, New York 13601

Resolution No. 16 - Authorizing Sale of Real Property, Known as 312 Waltham Street to Watertown Development, LLC, 1115 Gotham Street, Watertown, New York 13601

Resolution No. 17 - Approving Section 5311 Annual Operating Assistance Grant Applications

Resolution No. 18 - Approving the Site Plan for the construction of a 6,000 sq. ft. restaurant, a 52,601 sq. ft. hotel, and a 57,190 sq. ft. hotel located at VL-2 Gaffney Drive, Parcel Number 8-40-101.007

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

Laid Over Under the Rules - An Ordinance Authorizing the Issuance of \$295,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Hydroelectric Facility Equipment, Including a Crane Boom on a Trolley System, for Use at the Hydroelectric Facility, in and for Said City

STAFF REPORTS

1. 122 Ten Eyck Street, Infill House
2. Proposed Mid-Year Cut, NYS, AIM Funding

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, NOVEMBER 2, 2009.

October 15, 2009

To: Members of the City Council

From: Mayor Jeffrey E. Graham

Subject: Appointment to the Roswell P. Flower Memorial Library Board of Trustees,
Linda C. Dittrich

As you know, there has been a vacancy on the Flower Memorial Library Board created by the departure of Kate VanBrocklin Harrienger.

The Library Board has nominated Linda C. Dittrich to fill the term of Ms. Harrienger, which expires December 31, 2013. In addition, Barbara Wheeler is enthusiastically in support of this nomination. Ms. Dittrich is currently the Dean for Mathematics and Science at Jefferson Community College.

Ms. Dittrich is enthusiastic about joining the Library Board and would be an excellent addition to this body. She plans to attend the Council meeting on Monday, October 19.

Council consideration on this nomination is greatly appreciated.

RESOLUTION

Page 1 of 1

Appointment to the Roswell P. Flower Memorial Library Board of Trustees, Linda C. Dittrich

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

Total

YEA	NAY

Introduced by

BE IT RESOLVED that the City Council of the City of Watertown, New York, that Linda C. Dittrich, 238 Flower Avenue West, Watertown, New York, is hereby appointed to the Roswell P. Flower Memorial Library Board of Trustees, to fill the unexpired term of Kate VanBrocklin Harrienger, which term expires December 31, 2013.

Seconded by

Linda C. Dittrich
238 Flower Ave West
PO Box 731
Watertown, NY 13601

September 28, 2009

Mayor Jeffrey Graham
City Hall
245 Washington Street, Room 302A
Watertown, NY 13601



Dear Mayor Graham,

I am interested in serving on the Flower Memorial Library's Board of Trustees. I believe that the Board of Trustees' Nominating Committee has submitted my name to your office. This letter serves as an introduction.

I am currently employed as the Dean for Mathematics and Science at Jefferson Community College. As such, I am responsible for the general administration and policy implementation for the Math and Science Division. The Division is comprised of 32 full-time faculty members and 36 part-time teaching adjuncts and has a \$2.1 million budget.

Previously, I was the Executive Director of Cornell Cooperative Extension in Steuben County. There I worked closely with the Board of Directors to set policy and move the organization forward. My resume with further details is attached.

I believe that my professional experience coupled with my personal love of libraries and books make me a good candidate for the Flower Memorial Library's Board of Trustees. I am interested in giving back to the community and this seems to be a nice fit for me.

I look forward to speaking with you about this opportunity. I can be reached via telephone at 786-2323 (work) or 779-1203 (home). I may also be reached via email at ldittrich@sunyjefferson.edu.

Sincerely,

A handwritten signature in cursive script that reads "Linda C. Dittrich".

Linda C. Dittrich

261-0000
755-2540

Linda C. Dittrich

PO Box 731

Watertown, NY 13601-0731

(315) 779-1203 (home)

(315) 786-2323 (work)

WORK EXPERIENCE

Jefferson Community College

1999-Present

Dean for Mathematics & Science

Provide administrative leadership for the Math & Science Division

- ♦ Work closely with College Administration to develop vision for the organization/division
- ♦ Provide leadership in personnel and financial issues for the Division
- ♦ Provide leadership for the development and management of a \$2.1 million budget
- ♦ Overall supervision for a staff of 32 full-time staff and 36 part-time faculty
- ♦ Leadership for the division's curricular development and offerings
- ♦ Grant development and management
- ♦ Teach one course per year

Cornell Cooperative Extension

1987 - 1999

Executive Director

1992 - 1999

Steuben County

Provide administrative leadership for the organization.

- ♦ Work closely with Board of Directors to develop a vision for the organization
- ♦ Provide leadership in personnel and financial policy development
- ♦ Develop and manage up to a \$1.2 million budget
- ♦ Implement organization's personnel policies
- ♦ Overall supervision for a staff of up to 38 employees
- ♦ Leadership for development of organization's education programming
- ♦ Facilities management of up to three office locations
- ♦ Budget development and implementation
- ♦ Grant development and management
- ♦ Introduce new technology and implement technology upgrades
- ♦ Proficient in MS-Word, MS-Excel, MS-PowerPoint and communication software
- ♦ Relationship building with elected officials, community leaders, and media
- ♦ Education program responsibilities: environmental issues and community/rural development

Environmental Issues Agent

1989 - 1992

Steuben County

Specialist in solid waste management and water quality.

- ♦ Developed and implemented effective programming in environmental issues area
- ♦ Presented program goals/progress to Board of Directors, advisory committees, and elected officials
- ♦ Coordinated multi-disciplinary team to address changing needs of the community
- ♦ Marketed Extension programs through successful relationship with media
- ♦ Procured grant funding

Linda C. Dittrich

WORK EXPERIENCE

Environmental Consultant 1988 - 1989

Oneida County

- ♦ Responsible for development of solid waste educational materials

Environmental Program Assistant Summer 1988

Oneida County (seasonal position)

Summer 1987

- ♦ Responsible for day-to-day operation of nature center

Onondaga Community College 1987 - 1988

Adjunct Faculty

Jan. 1988-Dec. 1988

- ♦ Taught General Biology (Bio 101)

Tutor Feb. 1987-May 1987

- ♦ Tutored students on an individual basis in biology and mathematics

State University of New York at Cortland 1987 - 1988

Lecturer

Sept. 1987-May 1988

- ♦ Taught General Biology (Bio 110 & 111), Anatomy & Physiology (Bio 301), and Conservation of Natural Resources (Bio 405)

EDUCATION

Master of Science 1984 -1986

Concentration: Environmental Science/Environmental Communication
SUNY College of Environmental Science & Forestry, Syracuse, NY

Bachelor of Science 1977 - 1981

Concentration: Biology/Chemistry
SUNY at Albany, Albany, NY

October 14, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Accepting Bids for Water Main Project,
Ferguson Waterworks

The City Purchasing Department has advertised and received sealed bids for 800' of Ductile Iron Water Pipe and related accessories for installation by the City's Water Department on Commerce Park Drive, per our bid specifications. The City's Water Department intends to start work on the project this fall and work as long as the weather allows.

Invitations to bid were issued to four (4) prospective bidders with three (3) bids received and publicly opened and read in the City Purchasing Department on Tuesday, October 13, 2009, at 11:00 a.m. Details of the bids received, along with material lists, are attached for your reference.

City Purchasing Agent Robert J. Cleaver reviewed the bids received with Water Superintendent Gary E. Pilon, and it is their recommendation that the City accept the bids submitted and listed below, for a combined bid total of \$18,036, as the lowest qualifying bids meeting the City's specifications.

Item Group	Items	Bid Amount	Bidder
A	Fire Hydrant and Accessories	\$ 1,837	Ferguson Waterworks, 800 Starbuck Avenue, Watertown, NY
B	Pipe, Fittings, and Accessories	\$16,199	Ferguson Waterworks, 800 Starbuck Ave, Watertown, NY

Funding to support this project was contained in the Resolution approved by City Council on September 28, 2009, Readopting Fiscal Year 2009-10 Water Fund Budget, City of Watertown, New York.

A resolution approving the bids submitted by Ferguson Waterworks has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bids for Water Main Project,
Ferguson Waterworks

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

YEA	NAY

Total

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase 800' of Ductile Iron Water Pipe and related accessories for installation by the City's Water Department on Commerce Park Drive, and

WHEREAS invitations to bid were issued to four (4) prospective bidders with three (3) bids received and publicly opened and read in the City Purchasing Department on Tuesday, October 13, 2009, at 11:00 a.m., and

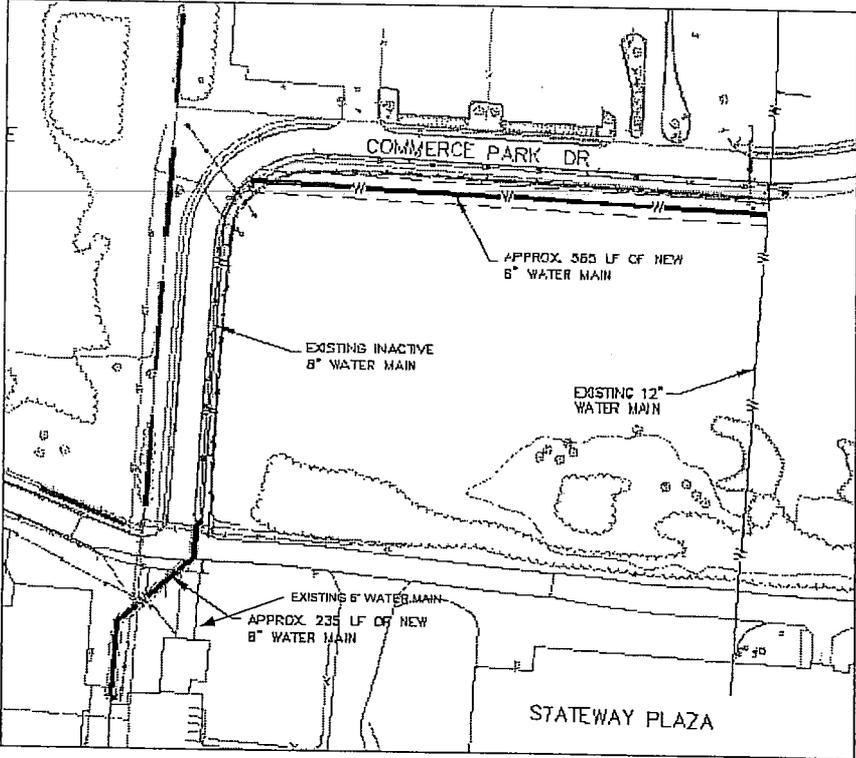
WHEREAS City Purchasing Agent Robert J. Cleaver and Water Superintendent Gary E. Pilon reviewed the bids received, and it is their recommendation that the City Council accept the bids submitted by Ferguson Waterworks, 800 Starbuck Avenue, Watertown, New York, in the amount of \$1,837 for a fire hydrant and accessories as outlined in Group A, and \$16,199 for pipe, fittings and accessories as outlined in Group B, for a combined bid total of \$18,036, as the lowest qualifying bids meeting the City's specifications, and

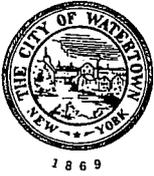
WHEREAS funding to support this project was contained in the Resolution approved by City Council on September 28, 2009,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bids for the purchase of a fire hydrant and accessories in amount of \$1,837 and for the purchase of pipe, fittings and accessories in the amount of \$16,199, for a combined bid total of \$18,036, submitted by Ferguson Waterworks as the lowest qualifying bidder meeting City specifications.

Seconded by

FISCAL YEAR 2009-2010
CAPITAL BUDGET
INFRASTRUCTURE
WATER MAIN CONSTRUCTION

PROJECT DESCRIPTION	COST
<p>Commerce Park Drive</p> <p>Installation of approximately 800 l.f. of 8" ductile iron pipe water main to provide an adequate water supply for development in the area.</p> <p>Work to be done by City Water Department personnel. Cost includes materials and rental of outside equipment.</p> 	<p>\$35,000</p>
TOTAL	\$35,000



CITY OF WATERTOWN, NEW YORK

ROOM 205, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
Tel. (315) 785-7749 • Fax (315) 782-9074

ROBERT J. CLEAVER
PURCHASING AGENT

OFFICE OF CITY MANAGER
OCT 13 2009
WAT

October 13, 2009

To: Mary Corriveau
From: Robert J. Cleaver
Subject: Commerce Drive Water Main Bid

The City's Purchasing Department advertised in the Watertown Daily Times on Wednesday, October 7, 2009 calling for sealed bids for the purchase of 800' of Ductile Iron Water Pipe and related accessories for installation by the City's Water Department on Commerce Park Drive per our bid specifications.

Invitations to bid were issued to 4 prospective bidders with 3 bids received in the Purchasing Department where they were publicly opened and read on Tuesday, October 13, 2009 at 11:00 a.m. local time. Results of those bids are as follows:

	<u>Group A – Fire Hydrants</u>	<u>Group B- Pipe, Vales & Fittings</u>
Ferguson Waterworks 800-Starbuck Avenue Watertown, N.Y. 13601	\$1,837.00	\$16,199.00
Blair Supply Corp 22320 Teal Ave Watertown, N.Y. 13601	\$1,919.00	\$16,685.28
Vellano Brothers, Inc. 7 Hemlock Street Latham, N.Y. 12110	\$1,990.00	\$17,718.00

I have reviewed the bid submittals with Water Superintendent Gary Pilon, and I concur with his recommendation that we accept the lowest qualifying bids meeting our specifications submitted by Ferguson Waterworks, Watertown, N.Y. in the amount of \$1,837.00 for Group A and \$16,199.00 for Group B for a combined bid total of \$18,036.00.

As stated in Mr. Pilon's recommendation, this was a two part bid, Group A for Fire Hydrants and Group B for Pipe, Valves and fittings. The intent was to inspire more competitive bids between those that specialize in Fire Hydrants and those that specialize in Pipe, Valves & Fittings.

If you have any questions regarding this recommendation please contact me at your convenience.

cc: Gary Pilon, Water Superintendent
Jim Mills, Comptroller
File

Watertown Water Department

Inter-office Memo



DATE: October 13, 2009

TO: Mary Corriveau, City Manager
FROM: Gary Pilon, Supt. of Water
SUBJECT: Commerce Park Drive Water Main Project
Pipe and Materials Bid

Bids were opened today for pipe and materials for the water main project on Commerce Park Drive.

The request for bids was advertised in the Watertown Daily Times and invitations to bid were sent to vendors that we routinely purchase products from.

The bid was requested in two groupings and bids were received from three (3) vendors for each grouping. Group A. includes one (1) fire hydrant and one (1) Stortz Connection for an existing fire hydrant, and Group B. includes the pipe, fittings, and accessories for the project. The reason for the split bid is to allow the vendors the option of bidding on the fire hydrants, in the event that they may not be able to supply the specified hydrant. In this particular instance, all three bidders were able to bid on the specified materials in both groups.

The breakdown and bid sheets are attached for reference.

Ferguson Waterworks, 800 Starbuck Avenue, Watertown, New York has submitted the low bid in both categories. Therefore, I recommend that Ferguson Water Works be awarded the bid for Group A., Fire Hydrants and Accessories, in the amount of \$1,837.00, and the bid for Group B., Pipe, Fittings, and Accessories, in the amount of \$16,199.00. The total amount bid for both groups for this project is \$18,036.00.

Please take steps to have this placed on the agenda for the next City Council meeting.

We intend to start the project this fall and work as long as the weather allows.

A handwritten signature in cursive script, appearing to read "Gary Pilon".

cc: Jim Mills, Comptroller
Bob Cleaver, Purchasing Agent
Cody Salisbury, Supervisor of Water Distribution System Maintenance
Julie Bailey, Principal Account Clerk

CITY OF WATERTOWN, NEW YORK - WATER DEPARTMENT

Materials List for Water Main Completion

Commerce Park Drive

Group A. Fire Hydrants and Accessories

Quantity	Unit	Description	Unit Price	Total
1	ea.	Fire Hydrant, 5.5' bury w/5" Stortz Connection	1715.00	1715.00
1	ea.	5" Stortz Connection to fit 4 1/2" NST hydrant nozzle	122.00	122.00
Total, in Numbers		\$ 1837.00		
Total, in Words		One thousand Eight hundred thirty seven	dollars, and	zero cents.

Group B. Pipe, Fittings, and Accessories

Quantity	Unit	Description	Unit Price	Total
800	l. f.	8" push-on joint, D.I.P., cement lined, cl. 52	14.65	11720.00
20	l. f.	6" push-on joint, D.I.P., cement lined, cl. 52	10.70	214.00
1	ea.	12" x 8" M.J. Tapping Sleeve (stainless)	665.00	665.00
1	ea.	8" Tapping Valve	921.00	921.00
1	ea.	8" x 6" M.J. D.I.P. Tee	144.89	144.89
2	ea.	8" R.S. M.J. Gate Valve	714.69	1429.38
1	ea.	6" R.S. M.J. Gate Valve	448.74	448.74
1	ea.	8" x 6" M.J. D.I.P. Reducer	76.09	76.09
10	ea.	8" Mega-Lug Retainer Glands	26.65	266.50
4	ea.	6" Mega-Lug Retainer Glands	17.60	70.40
2	ea.	8" MJ Solid Sleeve	88.00	176.00
1	ea.	6" MJ Solid Sleeve	67.00	67.00
Total, in Numbers		\$ 16,199.00		
Total, in Words		Sixteen thousand One hundred Ninety nine	dollars, and	zero cents.

Separate bids should be submitted for GROUP A.- FIRE HYDRANTS AND ACCESSORIES and for GROUP B. – PIPE, FITTINGS, AND ACCESSORIES. Awards will be made to the lowest qualified bidder for each of the two groups.

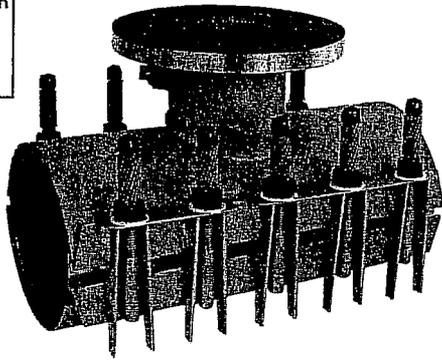
VENDORS MAY SUBMIT BIDS ON EITHER OR BOTH OF THESE GROUPS.

All materials must be supplied in accordance with the STANDARD SPECIFICATIONS FOR WATER MAIN AND WATER SERVICE MATERIALS-2009, as prepared by the City of Watertown Water Department. A copy is attached for reference.

MODEL 3480 FABRICATED STAINLESS STEEL

MULTIPLIER

NSF



FLANGE: Type 304 (18-8) Stainless Steel or A36 Carbon Steel per AWWA C115.

FABRICATIONS: Type 304 (18-8) Stainless Steel per ASTM A240.

SHELL GASKET: 1/4" thick Nitrile (Buna-N, NBR) Chek-O-Seal with multi o-ring sealing ribs from 100% new rubber to ensure performance under varying pressures with superior storage characteristics. Suitable for oils, acids, alkalies, most Hydrocarbon Fluids (aliphatic), potable water, and many chemicals within a temperature range of -40° F to +212° F. SBR may be substituted.

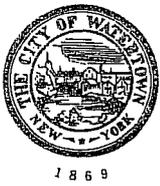
BRANCH GASKET: Hydro TwinSeal® dual o-ring design incorporating both hydrostatic and mechanical forces to affect a dynamic seal.

STUDS & NUTS: Type 304 (18-8) Stainless Steel per ASTM A193 and A194. NOTE: Hex nuts are furnished with fusion bonded coating to prevent seizing and galling.

WASHERS: Delrin per MIL-A50424.

Pipe Size		By	Pipe OD Range		Branch Size		Stainless Steel Flange	Carbon Steel Flange	Weight		Port On										
in.	mm		in.	mm	in.	mm			lbs	kg											
4	100	A	4.50-4.70	114-119	X	2	50	\$913.20	\$873.20	24	11	6									
		B	4.70-4.90	119-124																	
		C	4.80-5.00	122-127																	
		D	5.10-5.30	130-135																	
		E	5.20-5.40	132-137																	
6	150	A	6.00-6.20	152-157	X	2	50	\$951.70	\$911.70	27	12	6									
		B	6.60-7.00	168-178																	
		C	6.90-7.30	175-185																	
		D	7.10-7.50	180-191																	
8	200	A	7.90-8.30	201-211	X	2	50	\$985.40	\$935.40	31	14	6									
		B	8.60-9.05	218-230																	
		C	9.05-9.45	230-240																	
		D	9.20-9.60	234-244																	
															8	150	\$1,096.00	\$1,046.00	48	22	8
					8	200	\$1,361.60	\$1,301.60	65	29	12										
10	250	A	9.90-10.30	251-262	X	2	50	\$1,070.20	\$1,030.20	32	15	6									
		B	10.70-11.10	272-282																	
		C	11.10-11.50	282-292																	
		D	11.40-11.80	290-300																	
		E	11.80-12.20	300-310																	
															10	250	\$2,442.20	\$2,342.20	78	35	12
12	300	A	11.90-12.30	302-312	X	2	50	\$1,266.20	\$1,226.20	35	16	6									
		B	12.50-12.90	318-328																	
		C	13.20-13.60	335-345																	
		D	13.40-13.80	340-351																	
		E	13.90-14.30	353-363																	
															8	150	\$1,393.10	\$1,343.10	54	24	8
															8	200	\$1,684.30	\$1,624.30	76	34	12
					10	250	\$2,652.80	\$2,652.80	81	37	12										
					12	300	\$3,160.30	\$3,030.30	108	49	14										
14	350	A	15.00-15.40	381-391	X	2	50	\$1,754.00	\$1,714.00	38	17	6									
		B	15.30-15.70	389-399																	
		C	15.90-16.30	404-414																	
		D	16.40-16.80	417-427																	
															3	80	\$1,754.00	\$1,714.00	41	19	6
															4	100	\$1,754.00	\$1,714.00	71	32	10
					6	150	\$1,923.10	\$1,873.10	75	34	10										
					8	200	\$2,527.50	\$2,467.50	94	43	12										
					10	250	\$3,421.10	\$3,321.10	99	45	12										
					12	300	\$4,052.20	\$3,922.20	133	60	14										

HOW TO ORDER: Choose the Pipe Size Letter Code corresponding to a Pipe OD Range that covers the Pipe OD to be tapped and then specify the desired branch size.
EXAMPLE: 16" Asbestos-Cement Class 150 O.D. 18.72 with 8 inch Branch. Order 3480AS or 3480CS -18B x 8.



CITY OF WATERTOWN, NEW YORK

ROOM 205, WATERTOWN MUNICIPAL BUILDING

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

(315) 785-7749

ROBERT J. CLEAVER
PURCHASING AGENT

COMPLIANCE TO LAW REQUIREMENTS

In accordance with the provisions of Section 103-A of the General Municipal Law, it is understood and agreed that upon refusal of a person when called upon before a Grand Jury to testify concerning any transactions or contracts had with the State, or any political subdivision thereof, a public authority or any public department, agency or officer of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against any subsequent criminal prosecution or to answer any relative question concerning such transaction or contract:

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids or to receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and to provide that:

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof, on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damage on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods, delivered or work done prior to the cancellation or termination shall be paid.

Section 103-d. Statement of non-collusion in bids and proposals to political subdivision of the state:

(a) 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 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 a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that he had fully informed himself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

NON-COLLUSION CERTIFICATE

EACH BID OR PROPOSAL MUST HAVE ATTACHED TO IT A NON-COLLUSION CERTIFICATE PURSUANT TO 103-D OF THE GENERAL MUNICIPAL LAW FULLY COMPLETED AND SIGNED. THE CERTIFICATE BELOW MUST BE COMPLETED AND RETURNED WITH THIS BID.

Edward Michalek

Resolved that Ferguson Enterprises, Inc d/b/a Ferguson Waterworks be authorized to sign and submit the bid or proposal of this corporation for the following project:

Materials Cost for Water Main Completion

Commerce Park Drive

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

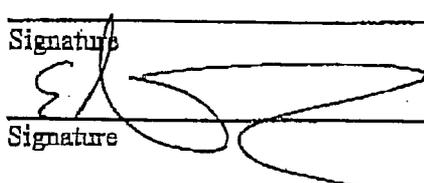
Ferguson Enterprises, Inc d/b/a Ferguson Waterworks
Corporation

at meeting of its Board of Directors held on the 14th day of February 19 2007.

Seal of Corporation.

CERTIFICATE OF SIGNATORY AUTHORITY

The undersigned Secretary of FERGUSON ENTERPRISES, INC. d/b/a FERGUSON WATERWORKS, a corporation duly organized and existing under the laws of the State of Virginia (the "Corporation"), hereby certifies that the following employees of the Corporation are authorized to execute and file on behalf of the Corporation all bids, proposals, quotations, contracts or other documentation (collectively, "Documents") related to products supplied by the Corporation to its customers.

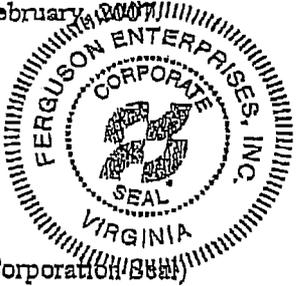
<u>Jeffrey Houser</u> Name	_____	<u>Regional Manager</u> Title
<u>Louis Schoolcraft</u> Name	_____	<u>VP of Sales</u> Title
<u>Edward Michalek</u> Name	 Signature	<u>General Manager</u> Title

The authority referred to above shall remain in full force and effect until the earliest of (i) July 31, 2008, (ii) written notice of revocation of such authority is received or (iii) the above referenced individual terminates employment with the Corporation.

Subject to the foregoing, the Corporation's customer relying on this Certificate shall be permitted to treat as authorized all Documents signed by the above referenced individual in the Corporation's name.

The provisions of this Certificate are in conformity of the Corporation's Articles of Incorporation, Bylaws, and the Board of Directors Resolution dated July 31, 2006. Only the above referenced individual, together with the Corporation's officers and all other individuals specifically authorized by the Corporation, may exercise the authority granted herein.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Corporation, this 14th day of February, 2007.



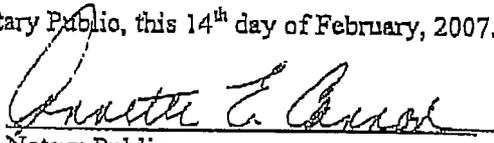
FERGUSON ENTERPRISES, INC.



David N. Meeker
Assistant Secretary

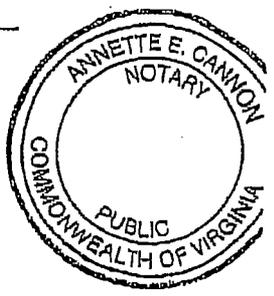
COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS

Sworn to and subscribed before me, the undersigned Notary Public, this 14th day of February, 2007.



Annette E. Cannon
Notary Public

My commission expires: January 31, 2010.



THIS CERTIFICATE IS VOID IS ALTERED IN ANY WAY

ADDENDUM No. 1
BID OPENING
WATER DEPT. PIPE & ACCESSORY BID

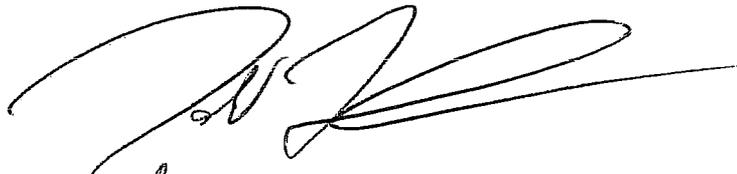
City of Watertown, New York
Robert J. Cleaver
Purchasing Agent
Dated: September 30, 2009

ALL BIDDERS

Bidders submitting proposals for the above-named project shall take note of the following changes, additions, deletions, clarifications, etc., in the Bid Documents, which shall become a part of and have precedence over anything contrarily shown or described in the Bid Documents, and all such shall be taken into consideration and be included in the Bidder's bid proposal.

CHANGE: Invitation to Bid, Page INV-1

To Read: Please bid on the following and return to Robert J. Cleaver, Purchasing Agent, Suite 205 City Hall, 245 Washington Street, Watertown, N.Y. 13601 until 11:00 am local time on Tuesday, October 13, 2009 and then at that place, date and time all bids received will be publicly opened and read aloud. Bids are to be plainly marked: "**PIPE & ACCESSORY BID**". The City of Watertown reserves the right to reject any or all bids.



Robert J. Cleaver

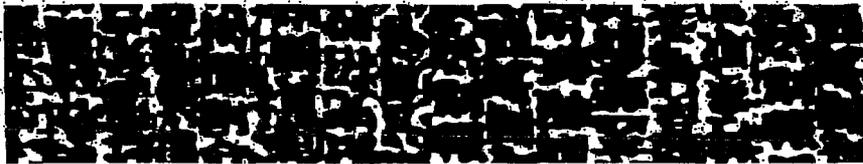
INVITATION TO BID

TO 

REMARKS
Pipe & Accessory Bid

TO Blair Supply Corp.
22320 Teal Ave
Watertown, NY 13601

Pipe & Accessory Bid

TO 

Pipe & Accessory Bid

Please quote on the following and return bid to Robert Cleaver, Purchasing Agent, Suite 205, City Hall, 245 Washington St., Watertown, NY, 13601 no later than 11:00 A.M. local time, Monday October 12, 2009 when bids will be publicly opened and read. Bids are to be plainly marked: "PIPE & ACCESSORY BID". The City of Watertown reserves the right to reject any or all bids.

**INVITATION TO BID
THIS IS NOT
AN ORDER**

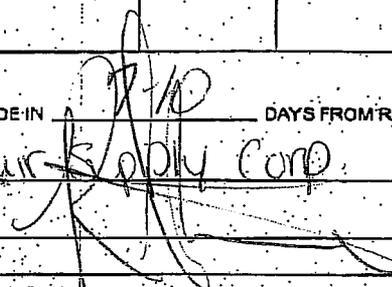
DATE ISSUED
September 30, 2009

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	LESS DISC.	NET
		PER ATTACHED SPECIFICATIONS			18604.28

WE BID ABOVE - F.O.B. WATERTOWN NY SHIPMENT CAN BE MADE IN 7-10 DAYS FROM RECEIPT OF ORDER

TERMS Net 30 days DATE 10/8/09 COMPANY Blair Supply Corp.

RETURN THIS INVITATION TO PURCHASING DEPT.
ROOM 205 - MUNICIPAL BLDG.
WATERTOWN, N.Y. 13601

OFFICIAL SIGNATURE 



CITY OF WATERTOWN, NEW YORK

ROOM 205, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
Tel. (315) 785-7749 • Fax (315) 782-9014

ROBERT J. CLEAVER
PURCHASING AGENT

September 30, 2009

REVISED

RE: ADDENDUM #1 for Following Bid
Water Department
Pipe & Accessory Bid

Gentlemen;

Please be advised that the attached ADDENDUM #1 is to be implemented regarding the above named contract, that is to be let on Monday, October 12, 2009 at 11:00A.M., local time as outlined in the ADVERTISEMENT TO BID.

Respectfully,

Robert J. Cleaver

[Faint circular stamp or logo]

ADDENDUM No. 1
BID OPENING
WATER DEPT. PIPE & ACCESSORY BID

City of Watertown, New York
Robert J. Cleaver
Purchasing Agent
Dated: September 30, 2009

ALL BIDDERS

Bidders submitting proposals for the above-named project shall take note of the following changes, additions, deletions, clarifications, etc., in the Bid Documents, which shall become a part of and have precedence over anything contrarily shown or described in the Bid Documents, and all such shall be taken into consideration and be included in the Bidder's bid proposal.

CHANGE: Invitation to Bid, Page INV-1

To Read: Please bid on the following and return to Robert J. Cleaver, Purchasing Agent, Suite 205 City Hall, 245 Washington Street, Watertown, N.Y. 13601 until 11:00 am local time on **Tuesday, October 13, 2009** and then at that place, date and time all bids received will be publicly opened and read aloud. Bids are to be plainly marked: **"PIPE & ACCESSORY BID"**. The City of Watertown reserves the right to reject any or all bids.

CITY OF WATERTOWN, NEW YORK - WATER DEPARTMENT
Materials List for Water Main Completion
Commerce Park Drive

Group A. Fire Hydrants and Accessories

Quantity	Unit	Description	Unit Price	Total
1	ea.	Fire Hydrant, 5.5' bury w/5" Stortz Connection	1790.00	1790.00
1	ea.	5" Stortz Connection to fit 4 1/2" NST hydrant nozzle	129.00	129.00
Total, in Numbers		\$ 1919.00		
Total, in Words		nineteen hundred nineteen dollars, and no cents.		

Group B. Pipe, Fittings, and Accessories

Quantity	Unit	Description	Unit Price	Total
800	l. f.	8" push-on joint, D.I.P., cement lined, cl. 52	15.15	12120.00
20	l. f.	6" push-on joint, D.I.P., cement lined, cl. 52	11.75	235.00
1	ea.	12" x 8" M.J. Tapping Sleeve (stainless)	699.00	699.00
1	ea.	8" Tapping Valve	939.00	939.00
1	ea.	8" x 6" M.J. D.I.P. Tee	143.25	143.25
2	ea.	8" R.S. M.J. Gate Valve	720.00	1440.00
1	ea.	6" R.S. M.J. Gate Valve	450.75	450.75
1	ea.	8" x 6" M.J. D.I.P. Reducer	75.39	75.39
10	ea.	8" Mega-Lug Retainer Glands	26.47	264.70
4	ea.	6" Mega-Lug Retainer Glands	17.35	69.40
2	ea.	8" MJ Solid Sleeve	89.99	179.98
1	ea.	6" MJ Solid Sleeve	68.81	68.81
Total, in Numbers		\$ 16685.28		
Total, in Words		Sixteen thousand Eight Hundred Eighty Five dollars, and twenty eight cents.		

Separate bids should be submitted for GROUP A.- FIRE HYDRANTS AND ACCESSORIES and for GROUP B. – PIPE, FITTINGS, AND ACCESSORIES. Awards will be made to the lowest qualified bidder for each of the two groups.

VENDORS MAY SUBMIT BIDS ON EITHER OR BOTH OF THESE GROUPS.

All materials must be supplied in accordance with the STANDARD SPECIFICATIONS FOR WATER MAIN AND WATER SERVICE MATERIALS-2009, as prepared by the City of Watertown Water Department. A copy is attached for reference.



CITY OF WATERTOWN, NEW YORK

ROOM 205, WATERTOWN MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 786-7749

ROBERT J. CLEAVER
PURCHASING AGENT

COMPLIANCE TO LAW REQUIREMENTS

In accordance with the provisions of Section 103-A of the General Municipal Law, it is understood and agreed that upon refusal of a person when called upon before a Grand Jury to testify concerning any transactions or contracts had with the State, or any political subdivision thereof, a public authority or any public department, agency or officer of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against any subsequent criminal prosecution or to answer any relative question concerning such transaction or contract:

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids or to receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and to provide that:

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof, on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damage on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods, delivered or work done prior to the cancellation or termination shall be paid.

Section 103-d. Statement of non-collusion in bids and proposals to political subdivision of the state:

(a) 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 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 a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that he had fully informed himself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

NON-COLLUSION CERTIFICATE

EACH BID OR PROPOSAL MUST HAVE ATTACHED TO IT A NON-COLLUSION CERTIFICATE PURSUANT TO 103-D OF THE GENERAL MUNICIPAL LAW FULLY COMPLETED AND SIGNED. THE CERTIFICATE BELOW MUST BE COMPLETED AND RETURNED WITH THIS BID.

Resolved that Kevin A. Moynihan be authorized to sign and submit the bid or proposal of this corporation for the following project

Pipe + Access

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

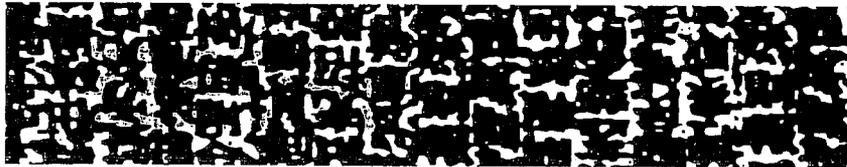
The foregoing is a true and correct copy of the resolution adopted by

Blair Supply Co
Corporation

at meeting of its Board of Directors held on the _____ day of October 19 2009.

Seal of Corporation.

TO



REMARKS

Pipe & Accessory Bid

TO



Pipe & Accessory Bid

TO

- Wellano Brothers, Inc.
- 7 Henlock St.
- Latham, NY 12110

Pipe & Accessory Bid

Please quote on the following and return bid to Robert Cleaver,
 Purchasing Agent, Suite 205, City Hall, 245 Washington St.,
 Watertown, NY, 13601 no later than 11:00 A.M. local time,
~~Monday~~ **October 13, 2009** when bids will be publicly opened
 and read. Bids are to be plainly marked:
 "PIPE & ACCESSORY BID". The City of Watertown reserves
 the right to reject any or all bids.

INVITATION TO BID

THIS IS NOT AN ORDER

DATE ISSUED
September 30, 2009

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	LESS DISC.	NET
		PER ATTACHED SPECIFICATIONS			
		RECEIVED OCT 01 2009			

WE BID ABOVE - F.O.B. Watertown SHIPMENT CAN BE MADE IN 2-14 DAYS FROM RECEIPT OF ORDER

TERMS Net 30 DATE 10/5/09 COMPANY Wellano Bros. Inc.

RETURN THIS INVITATION TO PURCHASING DEPT.
 ROOM 205 - MUNICIPAL BLDG.
 WATERTOWN, N.Y. 13601

OFFICIAL SIGNATURE Joy A. Nulian

ADDENDUM No. 1
BID OPENING
WATER DEPT. PIPE & ACCESSORY BID

City of Watertown, New York
Robert J. Cleaver
Purchasing Agent
Dated: September 30, 2009

ALL BIDDERS

Bidders submitting proposals for the above-named project shall take note of the following changes, additions, deletions, clarifications, etc., in the Bid Documents, which shall become a part of and have precedence over anything contrarily shown or described in the Bid Documents, and all such shall be taken into consideration and be included in the Bidder's bid proposal.

CHANGE: Invitation to Bid, Page INV-1

To Read: Please bid on the following and return to Robert J. Cleaver, Purchasing Agent, Suite 205 City Hall, 245 Washington Street, Watertown, N.Y. 13601 until 11:00 am local time on Tuesday, October 13, 2009 and then at that place, date and time all bids received will be publicly opened and read aloud. Bids are to be plainly marked: **"PIPE & ACCESSORY BID"**. The City of Watertown reserves the right to reject any or all bids.

CITY OF WATERTOWN, NEW YORK - WATER DEPARTMENT
Materials List for Water Main Completion
Commerce Park Drive

Group A. Fire Hydrants and Accessories

Quantity	Unit	Description	Unit Price	Total
1	ea.	Fire Hydrant, 5.5' bury w/5" Stortz Connection	1,865	1,865
1	ea.	5" Stortz Connection to fit 4 1/2" NST hydrant nozzle	125	125
Total, in Numbers		\$ 1,990		
Total, in Words		one thousand nine hundred ninety dollars, and zero cents.		

Group B. Pipe, Fittings, and Accessories

Quantity	Unit	Description	Unit Price	Total
800	l. f.	8" push-on joint, D.I.P., cement lined, cl. 52	15.99	12,792.00
20	l. f.	6" push-on joint, D.I.P., cement lined, cl. 52	12.00	240.00
1	ea.	12" x 8" M.J. Tapping Sleeve (stainless)	875.00	875.00
1	ea.	8" Tapping Valve	959	959.00
1	ea.	8" x 6" M.J. D.I.P. Tee	83.50	83.50
2	ea.	8" R.S. M.J. Gate Valve	795.00	1,590.00
1	ea.	6" R.S. M.J. Gate Valve	510.00	510.00
1	ea.	8" x 6" M.J. D.I.P. Reducer	43.50	43.50
10	ea.	8" Mega-Lug Retainer Glands	37.00	370.00
4	ea.	6" Mega-Lug Retainer Glands	27.50	110.00
2	ea.	8" MJ Solid Sleeve	52.50	105.00
1	ea.	6" MJ Solid Sleeve	40.00	40.00
Total, in Numbers		\$ 17,718.00		
Total, in Words		seventeen thousand seven hundred and eighteen dollars, and zero cents.		

Separate bids should be submitted for GROUP A.- FIRE HYDRANTS AND ACCESSORIES and for GROUP B. – PIPE, FITTINGS, AND ACCESSORIES. Awards will be made to the lowest qualified bidder for each of the two groups.

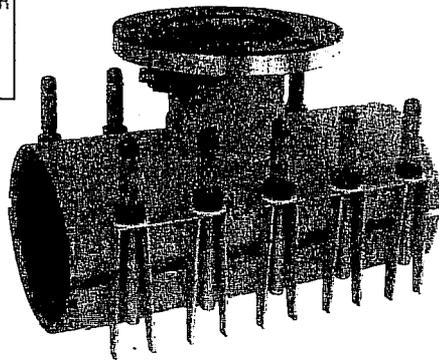
VENDORS MAY SUBMIT BIDS ON EITHER OR BOTH OF THESE GROUPS.

All materials must be supplied in accordance with the STANDARD SPECIFICATIONS FOR WATER MAIN AND WATER SERVICE MATERIALS-2009, as prepared by the City of Watertown Water Department. A copy is attached for reference.



MODEL 3480 FABRICATED STAINLESS STEEL

MULTIPLIER



FLANGE: Type 304 (18-8) Stainless Steel or A36 Carbon Steel per AWWA C115.

FABRICATIONS: Type 304 (18-8) Stainless Steel per ASTM A240.

SHELL GASKET: 1/4" thick Nitrile (Buna-N, NBR) Chek-O-Seal with multi o-ring sealing ribs from 100% new rubber to ensure performance under varying pressures with superior storage characteristics. Suitable for oils, acids, alkalies, most Hydrocarbon Fluids (aliphatic), potable water, and many chemicals within a temperature range of -40° F to +212° F. SBR may be substituted.

BRANCH GASKET: Hydro TwinSeal® dual o-ring design incorporating both hydrostatic and mechanical forces to affect a dynamic seal.

STUDS & NUTS: Type 304 (18-8) Stainless Steel per ASTM A193 and A194. NOTE: Hex nuts are furnished with fusion bonded coating to prevent seizing and galling.

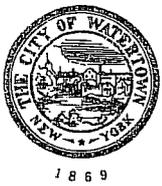
WASHERS: Delrin per MIL-A50424.

Pipe Size			Pipe OD Range		By	Branch
in.	mm.		in.	mm.		in.
4	100	A	4.50-4.70	114-119	X	2
		B	4.70-4.90	119-124		3
		C	4.80-5.00	122-127		4
		D	5.10-5.30	130-135		
		E	5.20-5.40	132-137		
6	150	A	6.00-6.20	152-157	X	2
		B	6.60-7.00	168-178		3
		C	6.90-7.30	175-185		4
		D	7.10-7.50	180-191		6
8	200	A	7.90-8.30	201-211	X	2
		B	8.60-9.05	218-230		3
		C	9.05-9.45	230-240		4
		D	9.20-9.60	234-244		6
10	250	A	9.90-10.30	251-262	X	2
		B	10.70-11.10	272-282		3
		C	11.10-11.50	282-292		4
		D	11.40-11.80	290-300		6
		E	11.80-12.20	300-310		8
12	300	A	11.90-12.30	302-312	X	10
		B	12.50-12.90	318-328		12
		C	13.20-13.60	335-345		
		D	13.40-13.80	340-351		
		E	13.90-14.30	353-363		
14	350	A	15.00-15.40	381-391	X	2
		B	15.30-15.70	389-399		3
		C	15.90-16.30	404-414		4
		D	16.40-16.80	417-427		6

12 x 8 Tapping Sleeve

VELLANO BROS. INC.
7 Hemlock St.
Latham, NY 12110

HOW TO ORDER: Choose the Pipe Size Letter Code corresponding to a Pipe OD Range the
EXAMPLE: 16" Asbestos-Cement Class 150 O.D. 18.72 with 8 inch Branch. Order 3480AS



CITY OF WATERTOWN, NEW YORK

ROOM 205, WATERTOWN MUNICIPAL BUILDING

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

(315) 785-7749

ROBERT J. CLEAVER
PURCHASING AGENT

COMPLIANCE TO LAW REQUIREMENTS

In accordance with the provisions of Section 103-A of the General Municipal Law, it is understood and agreed that upon refusal of a person when called upon before a Grand Jury to testify concerning any transactions or contracts had with the State, or any political subdivision thereof, a public authority or any public department, agency or officer of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against any subsequent criminal prosecution or to answer any relative question concerning such transaction or contract:

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids or to receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and to provide that:

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof, on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damage on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods, delivered or work done prior to the cancellation or termination shall be paid.

Section 103-d. Statement of non-collusion in bids and proposals to political subdivision of the state:

(a) 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 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 a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that he had fully informed himself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

NON-COLLUSION CERTIFICATE

EACH BID OR PROPOSAL MUST HAVE ATTACHED TO IT A NON-COLLUSION CERTIFICATE PURSUANT TO 103-D OF THE GENERAL MUNICIPAL LAW FULLY COMPLETED AND SIGNED. THE CERTIFICATE BELOW MUST BE COMPLETED AND RETURNED WITH THIS BID.

Resolved that GARY A NIEBEN be authorized to sign and submit the bid or proposal of this corporation for the following project:

Materials list for Commerce Park Drive

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

[Handwritten Signature]

The foregoing is a true and correct copy of the resolution adopted by

Vellan Bros Inc.
Corporation

at meeting of its Board of Directors held on the 5th day of JANUARY 2009.

Seal of Corporation.

October 14, 2009

To: The Honorable Mayor and City Council

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

Subject: Approving Change Order No. 2 with B-S Industrial Contractors, Inc.,
for the Black River Parks Project

On March 17, 2008 the City Council approved the bid submitted by B-S Industrial Contractors, Inc., (B-S Industrial) in the amount of \$523,686, for the Black River Parks Project. The project involved riverfront park improvements at the Abe Cooper site, the Veterans Memorial Riverwalk, Whitewater Park and at the Fairgrounds.

On October 6, 2008, the City Council approved Change Order No. 1 to the contract. The change order resulted in no increase to the project cost and was a change to the scope only.

During the last several months, B-S Industrial has been completing several punch list items in an effort to finish the project. Most of those items have been completed with the exception of a lawn repair item on the west side of Whitewater Park. The contractor attempted to reseed and repair the lawn areas in June, but their timing was not quite right with the weather. The grass never really took off and what has grown does not meet the project specifications.

At this point in the year the seeding work has to wait until the spring, which will further delay the project close out. Since the project has been under construction for over a year, both the City and B-S Industrial have a desire to close out the project as soon as possible. For the City, closing out the project is critical in terms of finalizing grant reporting and reimbursement requests with the State.

In an effort to close out the project, Staff is proposing to complete the reseeding and lawn repair work with our forces next spring. The Department of Public Works has prepared the attached job cost estimate totaling \$3,508.08. The work scope by the DPW will include weed control, topsoiling, seeding, fertilizing and watering.

B-S Industrial has agreed to allow the City to complete this portion of the project so the project can be finalized. They are requesting approval of the attached change order which will issue the City a credit to cover the cost of the work. The change order will result in a credit to the City of \$3,508.08.

A resolution approving Change Order No. 2 has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 2 with B-S Industrial Contractors, Inc., for the Black River Parks Project

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

Total

YEA	NAY

Introduced by

WHEREAS on March 17, 2008, the City Council of the City of Watertown approved a bid submitted by B-S Industrial Contractors Inc., of Gouverneur, New York, in the amount of \$523,686 for the construction of the Black River Parks Project, and

WHEREAS in connection with that project, City Planning and Community Development Coordinator Kenneth A. Mix has submitted the attached Change Order No. 2 for consideration by the City Council, and

WHEREAS this change order results in a credit to the City of \$3,508.08,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 2 to the contract with B-S Industrial Contractors Inc., associated with the construction of the Black River Parks Project, a copy of which is attached and made of part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Mary M. Corriveau is hereby authorized and directed to execute the Change Order documents on behalf of the City of Watertown.

Seconded by



CONTRACT REVISION

(Before any work is completed Revision must be approved)

October 1, 2009

To: EDR
217 Montgomery Street
Suite 1000
Syracuse, New York 13202

Attention: Rob Seeley, RLA

B-S Project No.: BS-301-08
Project Description: City of Watertown
Riverview Parks

Purchase Order No.: 06069

Revision No.: 2

Dear Rob,

We request a change order for the following:

- To provide a credit to the City of Watertown, New York for lawn repair at the Hole Brothers Park west of the brewery building. The maintenance of grounds will be completed by the City of Watertown Department of Public Works based on the attached job cost estimate dated September 30, 2009.

For the lump sum cost of Three thousand five hundred eight Dollars and Eight Cents (\$3,508.08).

Please accept by signing this form and returning to us with your proper executed forms.

B-S Industrial Contractors, Inc.



280 East Main Street
Gouverneur, New York 13642
Ph: (315) 287-1090
Fax: (315) 287-1092
Email: admin@bsindustrial.com
WBE Certified - #50558-2007

A handwritten signature in cursive script, appearing to read 'Dale Coon', written over a horizontal line.

Dale Coon, Project Manager

cc: V. Reed, J. Farley

Approved By: _____

Date: _____



City of Watertown Department of Public Works Job Cost Estimate

Work Order Number A5010-497

Department Buildings & Grounds

Status Planned

Project ID:

Project Manager

Activity Maintenance Of Grounds

Details lawn repair on Newell St walkway site including weed control, top dress with screened top soil, seed, fertilize, bale chop, and irrigation

Facility Name Whitewater Park

Street Newell St

Intersecting Street Engine St

Location Description Grass area behind Transit Bld west of brew pub approx 37,000 sq ft

Notes

Priority

Labor Cost Estimated \$1,407.47

Start Date Estimated

Equipment Cost Estimated \$751.11

Duration Estimated

Material Cost Estimated \$1,099.50

Start Date Actual

Other Cost Estimated \$250.00

Stop Date Actual

Total Cost Estimated \$3,508.08

Labor (Estimate)

Job Title	Activity	Total Hours	Cost
Crew Chief	Maintenance Of Grounds	11.00	\$373.90
Laborer	Maintenance Of Grounds	18.00	\$269.37
MEO Light	Hauling	2.00	\$71.29
Municipal Wkr 1	Maintenance Of Grounds	18.00	\$522.48
Parks/Rec Maint Wkr	Maintenance Of Grounds	2.00	\$67.38
Parks/Rec Maint Wkr	Maintenance Of Grounds	3.00	\$103.05
		Labor Cost	\$1,407.47

Equipment (Estimate)

ID	Description	Activity	Total Usage	Cost
1-023	Pickup Crewcab Flatbed 4x2	Maintenance Of Grounds	18.00	\$297.00
1-012	Dump Truck TA	Maintenance Of Grounds	2.00	\$150.00
3-032	Top Dresser	Maintenance Of Grounds	2.00	\$10.00
1-046	Pickup 4x4	Maintenance Of Grounds	11.00	\$181.50
3-002	Tractor Utility Loader	Maintenance Of Grounds	3.00	\$75.00
1-129	Trailer Equipment	Maintenance Of Grounds	1.00	\$6.61
3-008	Vehicle, Small	Maintenance Of Grounds	2.00	\$16.00
3-026	Aerifier	Maintenance Of Grounds	1.00	\$3.00
1-112	Mulcher Bale Chopper	Maintenance Of Grounds	1.00	\$12.00
			Equipment Cost	\$751.11

Material (Estimate)

ID	Notes	Quantity	Cost
fertilizer		50.00 lb	\$22.00
Hay Bales	Hay Bales	20.00 ea	\$80.00

Work Order Number A5010-497

Grass Seed	Grass Seed	150.00 lb	\$247.50
Topsoil	Screened Topsoil	30.00 yd	\$750.00
Material Cost			\$1,099.50

Other (Estimate)

Account	Activity	Notes	Cost
A5010	Maintenance Of Grounds	weed spray	\$250.00
Other Cost			\$250.00

Estimate Comments

*** JOB COST ESTIMATE***

The weed & feed will be done by 9/30/09

As soil temperatures reach desired level in the Spring the area will be aerated, top dressed, seeded, and bale chopped.

Area will be irrigated 3 times per week, or as needed, for three weeks

October 14, 2009

To: The Honorable Mayor and City Council
 From: James E. Mills, City Comptroller
 Subject: Sale of City Property

On October 14th the City Comptroller's Office held a public auction of several City owned properties. The results of the auction are as follows:

Parcel Number	Address	Bid Amount	Bidder Name
12-26-103.000	VL-7 Gotham Street	\$ 1,500	Fast Lube of Watertown, Inc.
11-02-107.000	329 Gotham Street	\$ 250	Watertown Development, LLC
4-27-403.000	119 Marble Street	\$ 500	A.Brown Properties, LLC
4-27-402.000	120 Marble Street	\$ 250	A.Brown Properties, LLC
9-02-106.000	320 Meadow St. South	\$1,000	Watertown Development, LLC
4-19-907.000	7 Pearl Street	\$ 450	Eddie F. and Annie L. Clark
4-19-908.000	8 Pearl Street	\$ 250	Eddie F. and Annie L. Clark
4-19-610.000	814 Pearl Street	\$ 4,300	Lisa A. Safford
5-12-225.000	43 Pennsylvania Avenue	\$ 250	Benjamin Dean Butz
5-12-226.000	44 Pennsylvania Avenue	\$ 650	Benjamin Dean Butz
5-12-227.000	45 Pennsylvania Avenue	\$ 550	Jeremiah W. Murphy
5-12-228.000	46 Pennsylvania Avenue	\$ 250	Jeremiah W. Murphy
7-07-306.000	312 Waltham Street	\$ 1,000	Watertown Development, LLC

The required 10% deposit has been received for each parcel. Resolutions authorizing the sale of each property are attached for City Council consideration. All of the above high bidders are current with property taxes and have no outstanding issues with Code Enforcement.

The following parcels did not receive bids:

Parcel Number	Location	Assessment	Lot size	Zoning
1-10-124.000	89 Alexandria Avenue	\$ 400	30' x 70'	Residential B
1-10-125.000	90-93 Alexandria Avenue	\$ 1,200	120' x 70'	Residential B
1-10-307.000	100 Alexandria Avenue	\$ 500	30' x 70'	Residential B
1-10-308.000	101 Alexandria Avenue	\$ 500	30' x 70'	Residential B
1-10-310.000	103 Alexandria Avenue	\$ 500	30' x 70'	Residential B
8-05-104.002	VL-6 Arsenal Street	\$ 600	8' x 76'	Commercial
3-06-404.000	M30 Charles Street	\$ 100	30' x 95'	Residential A
3-06-403.000	M32 Charles Street	\$ 300	50' x 100'	Residential A

3-06-405.000	M31 Cleveland Street	\$ 100	70' x 30'	Residential A
8-34-218.000	335 Clover Street	\$ 1,200	50' 100'	Residential A
7-03-301.000	220 Coffeen Street	\$ 4,900	85' x 60'	Planned Development
11-12-130.001	VL Flower Avenue East	\$1,400	14' x 145'	Residential B
8-34-220.000	333 Kendall Avenue North	\$ 1,400	50' x 125'	Residential A
8-34-219.000	334 Kendall Avenue North	\$ 1,200	50' x 100'	Residential A
7-11-216.000	111 Rear Scio Street	\$ 1,600	.12 acre	Residential C
3-06-406.000	33 BK Stuart Street	\$ 300	50' x 100'	Residential A
3-06-407.000	35 Stuart Street	\$ 300	50' x 100'	Residential A
3-09-101.000	36 Stuart Street	\$ 100	36' x 52'	Residential A
1-24-202.000	59 Woodley Street	\$ 1,200	50' 73'	Residential A
1-24-201.000	60 Woodley Street	\$ 1,200	50' 73'	Residential A

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as VL-7 Gotham Street to
Fast Lube of Watertown , Inc.,
1552 State Street, Watertown, New York 13601

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

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as VL-7 Gotham Street, approximately 1.72 acres in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 12-26-103.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1,500.00 submitted by Fast Lube of Watertown, Inc. for the purchase of Parcel No. 12-26-103.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Fast Lube of Watertown, Inc. upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as VL-7 Gotham Street to
Fast Lube of Watertown , Inc.,
1552 State Street, Watertown, New York 13601

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

Total

YEA	NAY

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

Seconded by

Page 1 of 2

Authorizing Sale of Real Property,
Known as 329 Gotham Street to
Watertown Development, LLC,
1115 Gotham Street,
Watertown, New York 13601

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

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 329 Gotham Street, approximately 30' x 90' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 11-02-107.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$250.00 submitted by Watertown Development, LLC for the purchase of Parcel No. 11-02-107.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Watertown Development, LLC upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

Page 2 of 2

Authorizing Sale of Real Property,
Known as 329 Gotham Street to
Watertown Development, LLC,
1115 Gotham Street,
Watertown, New York 13601

Council Member BURNS, Roxanne M.

Council Member BURTO, Jason R.

Council Member BUTLER, Joseph M. Jr.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 119 Marble Street to
A . Brown Properties, LLC, 248 High Street,
Watertown, New York 13601

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

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 119 Marble Street, approximately 110' x 110' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 4-27-403.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$500.00 submitted by A. Brown Properties, LLC for the purchase of Parcel No. 4-27-403.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to A. Brown Properties, LLC upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 119 Marble Street to
A . Brown Properties, LLC, 248 High Street,
Watertown, New York 13601

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

Total

YEA	NAY

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 120 Marble Street to
A . Brown Properties, LLC, 248 High Street,
Watertown, New York 13601

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

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 120 Marble Street, approximately 55' x 150' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 4-27-402.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$250.00 submitted by A. Brown Properties, LLC for the purchase of Parcel No. 4-27-402.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to A. Brown Properties, LLC upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 120 Marble Street to
A . Brown Properties, LLC, 248 High Street,
Watertown, New York 13601

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

Total

YEA	NAY

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 320 Meadow Street South to
Watertown Development, LLC,
1115 Gotham Street,
Watertown, New York 13601

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

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 320 Meadow Street South, approximately 79' x 165' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 9-02-106.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1,000.00 submitted by Watertown Development, LLC for the purchase of Parcel No. 9-02-106.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Watertown Development, LLC upon receipt of the above mentioned sum of

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 320 Meadow Street South to
Watertown Development, LLC,
1115 Gotham Street,
Watertown, New York 13601

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

Total

YEA	NAY

money in cash only by the City Comptroller, and

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 7 Pearl Street to
Eddie F. and Annie L. Clark,
690 Fassett Street, Watertown, New York 13601

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

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 7 Pearl Street, approximately 55' x 100' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 4-19-907.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$450.00 submitted by Eddie F. and Annie L. Clark for the purchase of Parcel No. 4-19-907.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Eddie F. and Annie L. Clark upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 7 Pearl Street to
Eddie F. and Annie L. Clark,
690 Fassett Street, Watertown, New York 13601

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

Total

YEA	NAY

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 8 Pearl Street to
Eddie F. and Annie L. Clark,
690 Fassett Street, Watertown, New York 13601

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

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 8 Pearl Street, approximately 51' x 100' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 4-19-908.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$250.00 submitted by Eddie F. and Annie L. Clark for the purchase of Parcel No. 4-19-908.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Eddie F. and Annie L. Clark upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 8 Pearl Street to
Eddie F. and Annie L. Clark,
690 Fassett Street, Watertown, New York 13601

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

Total

YEA	NAY

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 814 Pearl Street to
Lisa A. Safford, 16517 Jacobs Road,
Watertown, New York 13601

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

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 814 Pearl Street, approximately 55' x 100' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 4-19-610.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$4,300.00 submitted by Lisa A. Safford for the purchase of Parcel No. 4-19-610.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Lisa A. Safford upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 814 Pearl Street to
Lisa A. Safford, 16517 Jacobs Road,
Watertown, New York 13601

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

Total

YEA	NAY

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 43 Pennsylvania Avenue to
Benjamin Dean Butz, 215 Sterling Street,
Watertown, New York 13601

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

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 43 Pennsylvania Avenue, approximately 50' x 140' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 5-12-225.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$250.00 submitted by Benjamin Dean Butz for the purchase of Parcel No. 5-12-225.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Benjamin Dean Butz upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 43 Pennsylvania Avenue to
Benjamin Dean Butz, 215 Sterling Street,
Watertown, New York 13601

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

YEA	NAY

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 44 Pennsylvania Avenue to
Benjamin Dean Butz, 215 Sterling Street,
Watertown, New York 13601

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

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 44 Pennsylvania Avenue, approximately 50' x 125' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 5-12-226.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$650.00 submitted by Benjamin Dean Butz for the purchase of Parcel No. 5-12-226.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Benjamin Dean Butz upon receipt of the above mentioned sum of money in

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 44 Pennsylvania Avenue to
Benjamin Dean Butz, 215 Sterling Street,
Watertown, New York 13601

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

Total

YEA	NAY

cash only by the City Comptroller, and

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 45 Pennsylvania Avenue to
Jeremiah W. Murphy, P.O. Box 6082,
Watertown, New York 13601

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

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 45 Pennsylvania Avenue, approximately 50' x 110' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 5-12-227.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$550.00 submitted by Jeremiah W. Murphy for the purchase of Parcel No. 5-12-227.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Jeremiah W. Murphy upon receipt of the above mentioned sum of money in

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 45 Pennsylvania Avenue to
Jeremiah W. Murphy, P.O. Box 6082,
Watertown, New York 13601

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

YEA	NAY

cash only by the City Comptroller, and

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 46 Pennsylvania Avenue to
Jeremiah W. Murphy, P.O. Box 6082,
Watertown, New York 13601

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

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 46 Pennsylvania Avenue, approximately 50' x 100' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 5-12-228.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$250.00 submitted by Jeremiah W. Murphy for the purchase of Parcel No. 5-12-228.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Jeremiah W. Murphy upon receipt of the above mentioned sum of money in

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 46 Pennsylvania Avenue to
Jeremiah W. Murphy, P.O. Box 6082,
Watertown, New York 13601

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

Total

YEA	NAY

cash only by the City Comptroller, and

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 312 Waltham Street to
Watertown Development, LLC,
1115 Gotham Street,
Watertown, NY 13601

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

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 312 Waltham Street, approximately 35' x 61' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 7-07-306.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1,000.00 submitted by Watertown Development, LLC for the purchase of Parcel No. 7-07-306.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Watertown Development, LLC upon receipt of the above mentioned sum of

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 312 Waltham Street to
Watertown Development, LLC,
1115 Gotham Street,
Watertown, NY 13601

Council Member BURNS, Roxanné M.
Council Member BURTO, Jason R.
Council Member BUTLER, Joseph M. Jr.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

money in cash only by the City Comptroller, and

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

Seconded by

October 15, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Section 5311 Operating Assistance
Grant Agreement with New York State

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 2009-2010, in the amount of \$116,400, and for 2010-2011 in the amount of \$124,600. As a comparison for fiscal years 2007-08 and 2008-09, the City received \$103,600 and \$108,800, respectively. 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 this assistance, the City must make a grant application to the State of New York under the existing Continuing Grant Agreement between the City of Watertown and the State of New York. The term of the current Continuing Agreement began on July 1, 2002 and terminates June 30, 2012.

A resolution authorizing the City Manager, Mary M. Corriveau, to execute the grant application on behalf of the City of Watertown has been prepared for City Council consideration.

Approving Section 5311 Annual Operating Assistance Grant Applications

- Council Member BURNS, Roxanne M.
- Council Member BURTO, Jason R.
- Council Member BUTLER, Joseph M. Jr.
- 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 is submitting a request for a grant of funds to the New York State Department of Transportation, pursuant to Section 5311 to provide public mass transportation service for the City of Watertown and its environs for the 2009-11 Fiscal Years, and

WHEREAS the City of Watertown has entered into a continuing agreement with the State of New York, with a term from July 1, 2002 through June 30, 2012,

NOW THEREFORE BE IT RESOLVED that City Manager Mary M. Corriveau is authorized and directed to execute the Section 5311 Operating Assistance Application on behalf of the City of Watertown, 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 this public transportation project.

Seconded by

APPLICATION FOR FEDERAL ASSISTANCE
NON-URBANIZED AREA PUBLIC TRANSPORTATION PROGRAM
OPERATING ASSISTANCE

2009 (2009-2010)

(Section 5311 of Title 49, United States Code)

PART I. APPLICATION COVER SHEET

1. Name and address of Applicant (County, City, Indian Reservation or Regional Transportation Authority):

City of Watertown
245 Washington Street
Watertown, New York 13601

For Office Use Only
PIN _____
Approved By _____
Date _____

2. Applicant (Municipal) Contact Person Responsible for Application	3. System Manager or Third Party Operator Contact Person (Add additional pages if needed)
Name <input type="text" value="Kathy Webster"/>	Name <input type="text" value="Jeffrey Lieberman"/>
Title <input type="text" value="Transit Supervisor"/>	Title <input type="text" value="Transit Supervisor"/>
Address <input type="text" value="544 Newell Street"/>	Operator <input type="text" value="Guilfoyle Ambulance Service, Inc."/>
<input type="text" value="Watertown, New York 13601"/>	Address <input type="text" value="P.O. Box 88 438 Newell Street"/>
Phone <input type="text" value="315-785-7772"/> Fax <input type="text" value="315-755-9379"/>	<input type="text" value="Watertown, New York 13601"/>
E-mail <input type="text" value="kwebster@watertown-ny.gov"/>	Phone <input type="text" value="315-788-8105"/> Fax <input type="text" value="315-785-9112"/>
	E-mail <input type="text" value="jlieberman@guilfoyleems.com"/>

4. Description of Proposed Project:

Operating assistance for public transportation service during
7/1/2009 to 6/30/2010

Area to be Served by Proposed Project (List the specific municipalities included in the service area and list current method of operator's authority, e.g. NYSDOT Case Number, municipal authority, intermunicipal agreements. Please use additional sheets if necessary):

City of Watertown, including Salmon Run Mall and Seaway Plaza. The City of Watertown has no existing agreements. In the best interest of the City, we provide service to the 2 major largest shopping plazas adjacent to corporate limits.

5. Total Project Cost and Amount of Federal Section 5311 Funds Requested:

Total Estimated Project Cost \$ (Page 1, Item 6)

Federal Section 5311 Amount \$ (Page 2, Item 9)

6. Certification by Chief Elected or Designated Official of Applicant:

I certify that the accompanying data in this application are true and correct to the best of my knowledge and belief and are supported by our records:

Signature of Chief Elected or Designated
Appointed Municipal Official

(Date of Signature)

Name & Title of Chief Elected or Designated
Appointed Municipal Official

APPLICATION FOR FEDERAL ASSISTANCE
 NON-URBANIZED AREA PUBLIC TRANSPORTATION PROGRAM
 OPERATING ASSISTANCE
 2010 (2010-2011)
 (Section 5311 of Title 49, United States Code)

PART I. APPLICATION COVER SHEET

For Office Use Only
PIN _____
Approved By _____
Date _____

1. Name and address of Applicant (County, City, Indian Reservation or Regional Transportation Authority):

City of Watertown
245 Washington Street
Watertown, New York 13601

2. Applicant (Municipal) Contact Person Responsible for Application

Name	Kathy Webster
Title	Transit Supervisor
Address	544 Newell Street
	Watertown, New York 13601
Phone	315-785-7772
Fax	315-755-9379
E-mail	kwebster@watertown-ny.gov

3. System Manager or Third Party Operator Contact Person (Add additional pages if needed)

Name	Jeffrey Lieberman		
Title	Transit Supervisor		
Operator	Guilfoyle Ambulance Service, Inc		
Address	P.O.Box 88 438 Newell Street		
	Watertown, New York 13601		
Phone	315 788-8105	Fax	315-785-9112
E-mail	jlieberman@guilfoyleems.com		

4. Description of Proposed Project:

Operating assistance for public transportation service during the period
 7/01/2010 to 6/30/2011

Area to be Served by Proposed Project (List the specific municipalities included in the service area and list current method of operator=s authority, e.g. NYSDOT Case Number, municipal authority, intermunicipal agreements. Please use additional sheets if necessary):

City of Watertown, including Salmon Run Mall and Seaway Plaza. The City of Watertown has no existing agreements. In the best interest of the City, we provide service to the 2 major largest shopping plazas adjacent to corporate limits.

5. Total Project Cost and Amount of Federal Section 5311 Funds Requested:

Total Estimated Project Cost \$ 585,595 (Page 1, Item 6)
 Federal Section 5311 Amount \$ 124,600 (Page 2, Item 9)

6. Certification by Chief Elected or Designated Official of Applicant:

I certify that the accompanying data in this application are true and correct to the best of my knowledge and belief and are supported by our records:

 Signature of Chief Elected or Designated
 Appointed Municipal Official

 (Date of Signature)

Mary M. Corriveau, City Manager

 Name & Title of Chief Elected or Designated
 Appointed Municipal Official

PART II - 5311 Operating Assistance Application for 2009 & 2010 (2009-10 & 2010-11) With Annual Report Submittal for 2008 (2008-09).
 INSTRUCTIONS: Fill in all "WHITE BOXES" with Operational Data. All YELLOW and GREEN boxes are formula driven and require no entry. GREEN boxes will be determined from entry on worksheet page 2. THIS PAGE MUST BE COMPLETED, IF NO ENTRY IS REQUIRED, ENTER ZERO.

1	REPORT YEAR	2008 ANNUAL REPORT	% CHANGE	2009 ESTIMATED BUDGET	% CHANGE	2010 ESTIMATED BUDGET
2	OPERATING EXPENSES					
a	Transit Management Salaries & Wages		0%			
b	Operating Personnel Salaries & Wages	\$313,452	2%	\$320,509	2%	\$326,919
c	Vehicle Maintenance Salaries & Wages		0%			
d	Total Salaries & Wages	\$313,452	2%	\$320,509	2%	\$326,919
e	Fringe Benefits	\$148,119	-10%	\$133,477	11%	\$148,727
f	Total Salaries, Wages, and Fringe	\$461,571	-2%	\$453,986	5%	\$475,646
g	Fuel and Lubricants	\$80,646	-15%	\$68,368	3%	\$70,419
h	Parts and Repairs	\$42,172	74%	\$73,390	3%	\$75,592
i	Other Materials and Supplies	\$3,821	-42%	\$2,200	3%	\$2,266
j	Transit Utilities and Leases	\$9,938	-3%	\$9,550	3%	\$9,936
k	Vehicle and other Insurance					
l	Purchase of Transp. Service Agreements/contracts (if this section is used, fill out the worksheet on page 2, item 1)	\$16,244	-8%	\$14,921	3%	\$15,369
m	Marketing, Advertising and Printing	\$69,905	6%	\$74,274	6%	\$78,731
n	Other Contracted Services	\$5,565	-46%	\$3,000	3%	\$3,090
o	Audit Fee	\$12,254	43%	\$17,558	3%	\$18,085
p	Other Operating Expenses (Show detail of these expenses on the worksheet on page 2, item 2)	\$7,235	-9%	\$6,550	3%	\$6,740
3	TOTAL EXPENSES	\$709,251	2%	\$723,797	4%	\$755,774
4	REVENUE FROM TRANSIT SERVICES (STOA eligible)					
a	Number of fare paying passengers	159,937	2%	163,135	2%	166,300
b	Fares collected	\$112,906	46%	\$165,000	3%	\$170,179
c	Total third party Passengers (Fill out worksheet on page 2, item 3)	0	0%	0	0%	0
d	Total third party per passenger reimbursement (Fill out worksheet on page 2, item 3)	\$0	0%	\$0	0%	\$0
e	Total STOA Eligible Riders	159,937	2%	163,135	2%	166,300
f	Total passenger revenue	\$112,906	46%	\$165,000	3%	\$170,179
5	ALLOWANCE FOR PROFIT- TOTAL PASSENGER REVENUE(4f x .0638 (private for profit operators only, if profit is not included in 2(i))		0%		0%	
6	NET OPERATING DEFICIT	\$596,345	-6%	\$558,797	5%	\$585,595
7	OTHER SUBSIDIES & REVENUES					
a	Auxiliary Transit Revenue, mail, advert., leases etc.	\$10,195	-2%	\$10,000	0%	\$10,000
b	Voluntary donations received from passengers (upon boarding)		0%		0%	
c	Contract Revenue (fill out the worksheet on page 2, item 4)	\$0	0%	\$0	0%	\$0
d	STOA 18-b (requiring local match)	\$23,810	1%	\$24,000	0%	\$24,000
e	STOA Dedicated (not requiring local match)	\$249,586	-42%	\$146,000	0%	\$146,000
f	Local funds to match 18b (government)	\$23,810	1%	\$24,000	0%	\$24,000
g	Local funds to match 18b (third party operator)		0%		0%	
h	Other Revenue Sources (Federal) (fill out the worksheet on page 2, item 5)	\$0	0%	\$0	0%	\$0
i	Other Revenue Sources (State) (fill out the worksheet on page 2, item 5)	\$4,088	2%	\$4,170	2%	\$4,253
j	Other Revenue Sources (Local Government) (fill out the worksheet on page 2, item 5)	\$176,056	33%	\$234,227	8%	\$252,742
k	Other Revenue Sources (fill out the worksheet on page 2, item 5)	\$0	0%	\$0	0%	\$0
l	Total Other Revenue Sources	\$180,144	32%	\$238,397	8%	\$256,995
m	TOTAL REVENUE & SUBSIDIES	\$487,545	-9%	\$442,397	4%	\$460,995
8	UNFUNDED DEFICIT	\$108,800	7%	\$116,400	7%	\$124,600
9	PRELIMINARY MAXIMUM AMOUNT OF 5311 FUNDS PAYABLE	\$0	0%	\$0	0%	\$0
10	SURPLUS / DEFICIT? This should equal zero. If there is a surplus it will carry forward to the next year. If there is a deficit, show on Worksheet Page 2 Section 5 additional revenue to zero out the budget.	-\$108,800	0%	-\$116,400	7%	-\$124,600

PART III - OPERATIONAL INFORMATION

FARE INFORMATION		2008	2009	2010
a	Base Fare (Fixed Route)	\$1.00	\$1.50	\$1.50
b	Base Fare (Route Deviation)			
c	Base Fare (Paratransit)	\$2.00	\$3.00	\$3.00
d	Base Fare (Dial-A-Ride)			
e	Base Fare (Commuter)			
f	Transfer (Fixed Route)			
g	Transfer (Route Deviation)			
h	Transfer (Paratransit)			
i	Transfer (Dial-A-Ride)			
j	Transfer (Commuter)			
k	Other (Fixed Route)			
l	Other (Route Deviation)			
m	Other (Paratransit)			
n	Other (Dial-A-Ride)			
o	Other (Commuter)			

METHOD USED TO COUNT PASSENGERS (Place an "X" next to appropriate box)	Daily Trip Sheets	Sampling	Farebox
Other			

METHOD USED TO DETERMINE MILES (Place an "X" next to appropriate box)	Daily Trip Sheets	Sampling	Hubometer Odometer
Other			

PEAK AND TOTAL FLEET INFORMATION

a	PEAK FLEET (Fixed Route)	3	0%	3	0%	3
b	PEAK FLEET (Route Deviation)		0%		0%	
c	PEAK FLEET (Paratransit)	2	0%	2	0%	2
d	PEAK FLEET (Dial-A-Ride)		0%		0%	
e	PEAK FLEET (Commuter)	5	0%	5	0%	5
f	PEAK FLEET					
g	TOTAL FLEET (Fixed Route)	5	0%	5	0%	5
h	TOTAL FLEET (Route Deviation)		0%		0%	
i	TOTAL FLEET (Paratransit)	3	0%	3	0%	3
j	TOTAL FLEET (Dial-A-Ride)		0%		0%	
k	TOTAL FLEET (Commuter)		0%		0%	
l	TOTAL FLEET	8	0%	8	0%	8

OPERATIONAL INFORMATION

a1	Revenue Riders (STOA eligible)	150221	2%	153225	2%	156290
a2	Revenue Riders (STOA eligible) (Fixed Route)		0%		0%	
a3	Revenue Riders (STOA eligible) (Route Deviation)	9,716	2%	9,910	2%	10,108
a4	Revenue Riders (STOA eligible) (Paratransit)		0%		0%	
a5	Revenue Riders (STOA eligible) (Dial-A-Ride)		0%		0%	
a5	Revenue Riders (STOA eligible) (Commuter)		0%		0%	
b1	Revenue transfer (STOA Eligible) (Fixed Route)		0%		0%	
b2	Revenue transfer (STOA Eligible) (Route Deviation)		0%		0%	
b3	Revenue transfer (STOA Eligible) (Paratransit)		0%		0%	
b4	Revenue transfer (STOA Eligible) (Dial-A-Ride)		0%		0%	
b5	Revenue transfer (STOA Eligible) (Commuter)	159,937	2%	163,135	2%	166,398
c	TOTAL STOA ELIGIBLE RIDERS					
d1	Non-Revenue Riders (Non-STOA Eligible) (Fixed Route)		0%		0%	
d2	Non-Revenue Riders (Non-STOA Eligible) (Route Deviation)		0%		0%	
d3	Non-Revenue Riders (Non-STOA Eligible) (Paratransit)		0%		0%	
d4	Non-Revenue Riders (Non-STOA Eligible) (Dial-A-Ride)		0%		0%	
d5	Non-Revenue Riders (Non-STOA Eligible) (Commuter)		0%		0%	
e1	Non-Revenue Transfers (Non-STOA Eligible) (Fixed Route)		0%		0%	
e2	Non-Revenue Transfers (Non-STOA Eligible) (Route Deviation)		0%		0%	
e3	Non-Revenue Transfers (Non-STOA Eligible) (Paratransit)		0%		0%	
e4	Non-Revenue Transfers (Non-STOA Eligible) (Dial-A-Ride)		0%		0%	
e5	Non-Revenue Transfers (Non-STOA Eligible) (Commuter)	0	0%	0	0%	0
f	TOTAL NON STOA ELIGIBLE RIDERS					
g	TOTAL STOA / NON STOA ELIGIBLE RIDERS	159,937	2%	163,135	2%	166,398

TOTAL STOA / NON STOA ELIGIBLE RIDERS

h1	Revenue Vehicle Miles (STOA Eligible) (Fixed Route)	110,774	0%	110,774	0%	110,774
h2	Revenue Vehicle Miles (STOA Eligible) (Route deviation)		0%		0%	
h3	Revenue Vehicle Miles (STOA Eligible) (Paratransit)	30,547	0%	30,547	0%	30,547
h4	Revenue Vehicle Miles (STOA Eligible) (Dial-A-Ride)		0%		0%	
h5	Revenue Vehicle Miles (STOA Eligible) (Commuter)	141,321	0%	141,321	0%	141,321
	TOTAL VEHICLE MILES (STOA Eligible)					
i1	Non Revenue & Deadhead Miles (Non-STOA Eligible) (Fixed Route)	2,040	0%	2,040	0%	2,040
i2	Non Revenue & Deadhead Miles (Non-STOA Eligible) (Route deviation)		0%		0%	
i3	Non Revenue & Deadhead Miles (Non-STOA Eligible) (Paratransit)	4,923	0%	4,923	0%	4,923
i4	Non Revenue & Deadhead Miles (Non-STOA Eligible) (Dial-A-Ride)		0%		0%	
i5	Non Revenue & Deadhead Miles (Non-STOA Eligible) (Commuter)	6,963	0%	6,963	0%	6,963
	TOTAL VEHICLE MILES (NON-STOA Eligible)					

Charter/School/Contract Miles (Non-STOA-Eligible)

i6	Charter/School/Contract Miles (Non-STOA-Eligible)	148,284	0%	148,284	0%	148,284
j	TOTAL VEHICLE MILES	9,864	0%	9,864	0%	9,864
k1	Revenue Vehicle Hours (STOA Eligible) (Fixed Route)	9,864	0%	9,864	0%	9,864
k2	Revenue Vehicle Hours (STOA Eligible) (Route deviation)		0%		0%	
k3	Revenue Vehicle Hours (STOA Eligible) (Paratransit)	5,676	-5%	5,376	6%	5,676
k4	Revenue Vehicle Hours (STOA Eligible) (Dial-A-Ride)		0%		0%	
k5	Revenue Vehicle Hours (STOA Eligible) (Commuter)		0%		0%	

Non-Revenue & Deadhead Hours (Non-STOA Eligible)

L1	Non-Revenue & Deadhead Hours (Non-STOA Eligible) (Fixed Route)	461	0%	461	0%	461
L2	Non-Revenue & Deadhead Hours (Non-STOA Eligible) (Route Deviation)		0%		0%	
L3	Non-Revenue & Deadhead Hours (Non-STOA Eligible) (Paratransit)	1,070	0%	1,070	0%	1,070
L4	Non-Revenue & Deadhead Hours (Non-STOA Eligible) (Dial-A-Ride)		0%		0%	
L5	Non-Revenue & Deadhead Hours (Non-STOA Eligible) (Commuter)		0%		0%	

Charter/School/Contract Hours (Non-STOA Eligible)

L6	Charter/School/Contract Hours (Non-STOA Eligible)	17,071	-2%	16,771	2%	17,071
m	TOTAL HOURS					

CERTIFICATION BY MUNICIPAL OR REGIONAL TRANSPORTATION AUTHORITY
FINANCIAL OFFICER OF 2008 (2008-09) ANNUAL REPORT

MUNICIPALITY: **City of Watertown**

PROJECT YEAR: **2008-2009**

FEDERAL CATALOG #: 20.509

I certify that the data contained in the Annual Report is true and accurate to the best of my knowledge and belief, and is supported by our records.

Signature

City Comptroller

Title

Date

A copy of the Annual Report must be filed with the municipality or authority auditor completing a federal Single Audit for the project year.

EXHIBIT 1 CHECKLIST

MUNICIPALITY:

City of Watertown

DOCUMENTATION OF PUBLIC PARTICIPATION AND COORDINATION REQUIREMENTS

Complete and submit this checklist along with all documentation to insure that all requirements necessary for public participation have been met.

- G Completed description of Section 5311 Coordination Efforts With Locally Developed, Coordinated Public Transit Human Services Transportation Plans (please fill-in attached)
- G Copy of Public Notice paid advertisement(s)
- G List of 1) private bus and taxi companies, 2) public transportation operators, and 3) human service agencies to whom Public Notice was sent
- G Copies of comments, proposals, or other communications received in response to the Public Notice or paid ad from operators, the public, human service agencies or any other respondents
- G Copies of your responses to any comments or proposals received and any follow-up documentation, including a hearing record (if one was held)

OR

- G If no comments were received, the following certification should be signed:

I certify, on behalf of the applicant, that no comments or responses to the Public Notice were received.

Kathy Webster, Transit Supervisor

Name and Title of Official Certifying the Above

Kathy Webster
Signature

10/14/09
Date

**SECTION 5311 COORDINATION EFFORTS WITH LOCALLY DEVELOPED,
COORDINATED PUBLIC TRANSIT
HUMAN SERVICES TRANSPORTATION PLANS**

COORDINATION. Three Federal Transit Administration (FTA) formula programs—Elderly Individuals and Individuals with Disabilities Program (Section 5310), Job Access and Reverse Commute (JARC) (Section 5316), and New Freedom (Section 5317)—require that projects must be derived from a locally developed, public transit-human services transportation plan. FTA requires public transit systems funded under the Section 5311 formula program to participate in the local planning process for coordinated public transit-human service transportation in those areas applying for funds under Sections 5310, 5316, or 5317.

Beyond the specific coordinated planning requirements for the three specialized FTA programs listed above, Section 5311 also requires coordination with transportation assistance under other Federal programs. The Section 5311 program of projects must provide “the maximum feasible coordination of public transportation service [assisted under Section 5311] with transportation assisted by other Federal sources.”

Describe how the municipality and/or the transit system are participating in the local planning process:

Continue to work with Jefferson County and St. Lawrence County to coordinate services and share facilities when needed.

What is the status of the current Plan and has an update occurred in your geographic area? Please submit an electronic copy or describe how and where can it be accessed (e.g. MPO, website, etc.)?

The current Plan in Jefferson County is available for your review and a copy will be sent per your request.

What efforts are made to coordinate services with human service or other agencies in your geographic area?

The City of Watertown coordinates services with Jefferson and St. Lawrence County . The City of Watertown currently is contracting with Jefferson County Office for Aging to provide services for the elderly. The City of Watertown currently provides services to Jefferson County Human Service patrons.

OPERATING ASSISTANCE PUBLIC NOTICE

Public notice is hereby made that the City of Watertown is applying for federal financial assistance to provide public transportation service as follows: Fixed route service including complimentary Paratransit service for 2 fiscal years, July 1, 2009 to June 30, 2010 and July 1, 2010 to June 30, 2011, serving the City of Watertown, Salmon Run Mall and Seaway Plaza. The transportation service will be available to the general public during all hours of operation. The project is expected to be financed by federal Section 5311 public transportation funds, with additional funds to be provided from the State of New York and the City of Watertown. The total federal share is expected to be \$ 241,000.

Comments on the proposed project are invited from the general public, private bus and taxi companies, other public transportation providers and human service agencies. Interested parties may comment on the project or obtain more details about the project by writing to:

Watertown CitiBus System

544 Newell St.

Watertown, N.Y. 13601

Attn: Kathy Webster, Transit Supervisor

(315) 785-7772

Human service agencies that receive assistance from other Federal agencies for non-emergency transportation services are encouraged to participate and coordinate with the provider in the planning, design and delivery of transportation services. Agencies may obtain copies of the service proposal and submit proposals for service coordination. Private bus and taxi operators may request copies of the project service description from the above named person and may submit comments on the service as described.

If you wish to comment on any aspect of the proposed project, submit a proposal or a request for service coordination or attend a public hearing on this project, you must make your interest known in writing within 10 days of the date of this publication and provide your comments within ten days of your receipt of the project service description. Your requests and/or comments must be forwarded to the above person.

September 11, 2009

Exhibit 1

Public Notice Mailing List To Operators and Agencies

Private Bus and Taxi Companies

Public Transportation Companies

Yellow Cab of Watertown
95 Public Square
Watertown, NY 13601

N/A

Fat Man's Cab
1109 Washington Street
Watertown, NY 13601

Mom's Taxi
P.O. Box 372
Calcium, NY 13616

Trailways Bus Lines
540 State Street
Watertown, NY 13601

Freeman Bus Corporation
1067 Marble Street
Watertown, NY 13601

Drum Cab
23743 NYS Rt. 37
Watertown, N.Y. 13601

Bernie Bus Services, Inc.
PO Box 630
7944 Upper W. Thomas St.
Rome, N.Y. 13442-0630

Exhibit 1 (Continued)

Pubic Notice Mailing List to Operators and Agencies

Human Service Agencies

Jefferson County Office for the Aging
250 Arsenal Street
Watertown, NY 13601

Jefferson County Department of Social Services
250 Arsenal Street
Watertown, NY 13601

Samaritan Keep Home
Transportation Department
133 Pratt Street
Watertown, NY 13601

Community Action Planning Council
518 Davidson Street
Watertown, NY 13601

Jefferson County Rehabilitation Center
P.O. Box 51
Gaffney Drive
Watertown, NY 13601

Mercy of Northern NY
218 Stone Street
Watertown, NY 13601

Volunteer Center of Jefferson County
203 N.Hamilton St.
Watertown, New York 13601

EXHIBIT 2

**FEDERAL FISCAL YEAR 2009 CERTIFICATIONS AND ASSURANCES FOR FEDERAL
TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

Name of Applicant:

City of Watertown

(Eligible local public body who is the subrecipient of 5311 funds being applied for through NYSDOT)

The Applicant agrees to comply with applicable provisions of Categories 01. - 24.:

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category Description

- | | | |
|-----|--|-------|
| 01. | Assurances Required For Each Applicant. | _____ |
| 02. | Lobbying. | _____ |
| 03. | Procurement Compliance. | _____ |
| 04. | Protections for Private Providers of Public Transportation. | _____ |
| 05. | Public Hearing. | _____ |
| 06. | Acquisition of Rolling Stock for Use in Revenue Service. | _____ |
| 07. | Acquisition of Capital Assets by Lease. | _____ |
| 08. | Bus Testing. | _____ |
| 09. | Charter Service Agreement. | _____ |
| 10. | School Transportation Agreement. | _____ |
| 11. | Demand Responsive Service. | _____ |
| 12. | Alcohol Misuse and Prohibited Drug Use. | _____ |
| 13. | Interest and Other Financing Costs. | _____ |
| 14. | Intelligent Transportation Systems. | _____ |
| 15. | Urbanized Area Formula Program. | _____ |
| 16. | Clean Fuels Grant Program. | _____ |
| 17. | Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. | _____ |
| 18. | Nonurbanized Area Formula Program for States. | _____ |
| 19. | Job Access and Reverse Commute Program. | _____ |
| 20. | New Freedom Program. | _____ |
| 21. | Paul S. Sarbanes Transit in Parks Program. | _____ |
| 22. | Tribal Transit Program. | _____ |
| 23. | Infrastructure Finance Projects. | _____ |
| 24. | Deposits of Federal Financial Assistance to a State Infrastructure Banks. | _____ |

FEDERAL FISCAL YEAR 2009 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: City of Watertown
(Eligible local public body who is the subrecipient of 5311 funds being applied for through NYSDOT)

Name and Relationship of Authorized Representative: Mary M. Corriveau, City Manager

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2009.

FTA intends that the certifications and assurances the Applicant selects, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2009.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date: _____

Name: Mary M. Corriveau, City Manager
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

(Each Applicant for FTA financial assistance and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity.)

For: City of Watertown
Name of Applicant

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____ Date: _____

Name: Robert J. Slye
Attorney for Applicant

IF APPLICABLE, THIRD PARTY REQUIRED SIGNATURE

FEDERAL FISCAL YEAR 2009 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT (Third Party Operator)

Name of Applicant: Guilfoyle Ambulance Service, Inc.
(Third party operator under contract to the eligible local public body who is the subrecipient of 5311 funds)

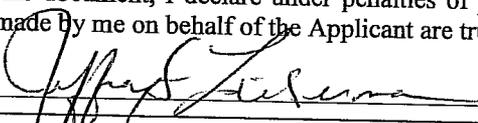
Name and Relationship of Authorized Representative: Jeffrey Lieberman, Transit Supervisor

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2009.

FTA intends that the certifications and assurances the Applicant selects, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2009.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature  Date: 10/14/09

Name: Jeffrey Lieberman, Transit Supervisor

Authorized Representative of Applicant

NOTE: ONLY PAGES 1, 2 (AND 3, IF APPLICABLE) SHOULD BE RETURNED TO NYSDOT WITH THE APPLICATION. A COPY OF THESE CERTIFICATIONS AND ASSURANCES SHOULD BE KEPT ON FILE BY THE APPLICANT AND ANY THIRD PARTY OPERATORS

**FEDERAL FISCAL YEAR 2009 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

PREFACE

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2009. Category 01 applies to all Applicants. Category 02 applies to all applications for Federal assistance in excess of \$100,000. Categories 03 through 24 will apply to and be required for some, but not all, Applicants and projects. An Applicant may select a single certification that will cover all the programs for which it anticipates submitting an application. FTA requests the Applicant to read each certification and assurance carefully and select all certifications and assurances that may apply to the programs for which it expects to seek Federal assistance.

FTA and the Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project for which FTA provides Federal financial assistance through a Grant Agreement or Cooperative Agreement. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of FTA's enabling legislation currently in effect.

The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA (15) for Federal Fiscal Year 2009 at the FTA Web site <http://www.fta.dot.gov/documents/15-Master.pdf>. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of an Applicant, we strongly recommend that each Applicant, including a State, that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the Grant Agreement or Cooperative Agreement for the project, and the applicable Master Agreement/or its project, applicable, incorporated therein by reference. Each Applicant is ultimately responsible for compliance with the provisions of the certifications and assurances applicable to itself or its project irrespective of participation in the project by any subrecipient. The Applicant understands and agrees that when it applies for FTA assistance en behalf of a consortium, joint venture, partnership, or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances the Applicant selects.

01. ASSURANCES REQUIRED FOR EACH APPLICANT

Each Applicant for FTA assistance must provide all assurances in this Category "01." Except to the extent that FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under

applicable State, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement with FTA issued for its project. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

C. Intergovernmental Review Assurance

Except if the Applicant is an Indian tribal government seeking assistance authorized by 49 U.S.C. 5311 (c)(1), the Applicant assures that each application for Federal assistance it submits to FTA has been submitted or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Applicants for Federal assistance under FTA 'S Tribal Transit Program, 49 U. S.C. 5311 (c) (1).

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient,

transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

F. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

F. U.S. Office of Management and Budget (OMB) Assurances

Consistent with OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;
- (5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to

- nondiscrimination on the basis of drug abuse;
- (1) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 *et seq.*, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and
 - (i) Any other nondiscrimination statute(s) that may apply to the project;
- (6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable State and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:
- (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
 - (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;
 - (c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;
 - (d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c) (3);
 - (e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
 - (f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;
 - (g) The Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;
 - (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and
 - (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted projects;
- (8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 401 2a (a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

- (9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 483 1(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;
- (10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;
- (11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
- (12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
- (13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the State;
- (14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:
 - (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
 - (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
 - (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
 - (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
 - (e) Assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;
 - (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;
 - (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
 - (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
 - (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);
 - (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and
 - (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;
- (15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;
- (16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part II, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;

- (17) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations. "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;
- (18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and
- (19) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
 - (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
 - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100, 000 for each such failure.

03. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g) (3)(ii), each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system fail to comply with Federal laws or regulations in accordance with applicable Federal directives.

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent FTA has expressly approved otherwise in writing.

04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

Each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under State or local law to the company for any franchise or property acquired.

05. PUBLIC HEARING

An Applicant seeking Federal assistance authorized under 49 USC. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. FTA may not award Federal assistance for a capital project of that type until the Applicant provides this certification by selecting Category "05."

As required by 49 U.S.C. 5323(b), for a proposed capital project that will substantially affect a community or the public transportation service of a community, the Applicant certifies that it has, or before submitting its application, it will have:

- A. Provided an adequate opportunity for public review and comment on the proposed project;
- B. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the community.

06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock for use in revenue service is required to provide the following certification. FTA may not award any Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category "06."

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA-LU when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

An Applicant that intends to request the use of Federal assistance authorized under 49 U.S.C. chapter 53 to acquire capital assets by lease is required to provide the following certifications. FTA may not provide Federal assistance to support those costs until the Applicant provides this certification by selecting Category "07."

As required by FTA regulations, "Capital Leases," 49 CFR part 639, at 49 CFR 639.15(b) (1) and 49 CFR 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

- (1) It will not use Federal assistance authorized 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and it will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and
- (2) It will not enter into a capital lease for which FTA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

08. BUS TESTING

An Applicant for Federal assistance appropriated or made available for 49 U.S.C. chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification. FTA may not provide Federal assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category "08."

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. The bus model will have been tested at FTA's bus testing facility; and
- B. The Applicant will have received a copy of the test report prepared on the bus model.

09. CHARTER SERVICE AGREEMENT

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."

- A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.4, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier 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.
- B. The Applicant understands and agrees that:
 - (1) The requirements of FTA regulations, "Charter Service," 49 CFR part 604, will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,
 - (2) The definitions of FTA regulations, "Charter Service," 49 CFR part 604, will apply to this Charter Service Agreement, and
 - (3) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of remedies, including barring the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has engaged in that pattern of violations from receiving FTA financial assistance, or withholding an amount of Federal assistance as set forth in FTA regulations, "Charter Service," 49 CFR part 604, Appendix D.

10. SCHOOL TRANSPORTATION AGREEMENT

An Applicant that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following

School Transportation Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U. S.C. 133 or 142 for such projects until the Applicant enters into this School Transportation Agreement by selecting Category "10."

- A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands and agrees that:
 - (1) The requirements of FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,
 - (2) The definitions of FTA regulations, "School Bus Operations," 49 CFR part 605 will apply to this School Transportation Agreement, and
 - (3) If there is a violation of this School Transportation Agreement, FTA will bar the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has violated this School Transportation Agreement from receiving Federal transit assistance in an amount FTA considers appropriate.

11. DEMAND RESPONSIVE SERVICE

An Applicant that operates demand responsive service and applies for direct Federal assistance authorized for 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. FTA may not award direct Federal assistance authorized for 49 U. S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category "11."

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Applicant is required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations. FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "12."

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

13. INTEREST AND OTHER FINANCING COSTS

An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Paul S. Sarbanes Transit in Parks Program is required to provide the following certification. FTA may not provide Federal assistance to support interest or other financing costs until

the Applicant provides this certification by selecting Category "13."

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Applicant certifies that it will not seek reimbursement for interest or other financing costs unless it is eligible to receive Federal assistance for those costs and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

14. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provide this assurance by selecting Category "14. "An Applicant for FTA assistance/or an ITS project that fails to provide this assurance, without providing other documentation assuring the Applicant's commitment to comply with applicable Federal ITS standards and protocols may be determined ineligible/or award of Federal assistance for the ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

- A. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, apart from certain exceptions, "intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [shall] conform to the national architecture, applicable standards or provisional standards, and protocols developed under [SAFETEA-LU, section 5307] subsection (a)." To facilitate compliance with SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing.
- B, With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

15. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C... 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If, however a "Designated Recipient" as defined at 49 US. C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications and assurances.

Each Applicant is required by 49 U.S.C. 5307(d (1 (J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Applicant has certified that such expenditures are not necessary, Information about the Applicant is' intentions will be recorded in the "Security" tab page of the TEAM- Web "Project Information" "window when the Applicant enters its Urbanized Area Formula Program application in TEAM-Web.

FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM- Web or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects.

FTA may not award Federal assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "15."

As required by 49 U.S.C. 5307(d) (1), the Applicant certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d) (1) (B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d) (i) (c), the Applicant will adequately maintain the Project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d) (1) (F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has assured or will assure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

- I. In compliance with 49 U.S.C. 5307(d) (i) (I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- J. In compliance with 49 U.S.C. 5307(d)(I)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
- K. In compliance with 49 U.S.C. 5307(d)(I)(K), if the Applicant is a Designated Recipient serving an urbanized area with a population of at least 200,000, (1) the Applicant certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this Federal fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the total amounts the Designated Recipients receive each Federal fiscal year under 49 U.S.C. 5307, and (2) either the Applicant has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Applicant's urbanized area has listed or will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding Federal fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(i)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Applicant's certifications and assurances.

16. CLEAN FUELS GRANT PROGRAM

Each Applicant for Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the Clean Fuels Grant Program until the Applicant provides these certifications by selecting Category "16."

As required by 49 U.S.C. 5308(d) (I), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d) (I), the designated recipient or the recipient serving as the Applicant on behalf of the designated recipient, or the State or State organization serving as the Applicant on behalf of the State, certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(I)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(I)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d) (I) (C), the Applicant will adequately maintain the project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(I)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more than fifty (50) percent of the peak

- hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - F. In compliance with 49 U.S.C. 5307(d) (1) (F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
 - G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
 - H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
 - I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and
 - J. The Applicant certifies will operate vehicles purchased with Federal assistance provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.

17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM

Before FTA may award Elderly Individuals and Individuals with Disabilities Formula Grant Program assistance and, if applicable, Elderly Individuals and Individuals with Disabilities Pilot Program assistance to a State, the US Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5310. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant, may participate in that project. consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5310 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Elderly Individuals and Individuals with Disabilities Formula Grant Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by 49 U.S.C. 5310 and Section 3012 of SAFETEA-LU, respectively. The State is thus requested to select Category "(17)."

- A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly

Individuals and Individuals with Disabilities Formula Grant Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(I), the State or State organization serving as the Applicant (State) and that administers, on behalf of the State, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, certifies and assures on behalf of itself and its subrecipients as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (5) The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by section 3012(b) (3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
 - (6) In compliance with 49 U.S.C. 5307(d) (1) (H), the Applicant will comply with:
 - (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.
 - C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.
 - D. In compliance with 49 U.S.C. 5310(d)(2)(A) and section 3012(b)(2), the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;
 - E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU will be distributed on a fair and equitable basis; and
 - F. In compliance with 49 U.S.C. 5310(d)(2)(B) and Subsection 3012(b)(2) of SAFETEA-LU, the State certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

18. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program for States do not impose, as a pre-condition of award, any explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program assistance. Separate certifications and assurances have been established in Category 22 for an Indian tribe that is an Applicant for Tribal Transit Program assistance

authorized by 49 U.S.C. 5311(c)(1).

Before FTA may award Nonurbanized Area Formula Program assistance to a State, the US. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5311. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications and assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 USC 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Non urbanized Area Formula Program authorized by 49 USC. 5311. The State is thus requested to select Category "(18)."

The State or State organization serving as the Applicant and that administers, on behalf of the State (State) the Nonurbanized Area Formula Program for States authorized by 49 U.S.C. 5311, assures on behalf of itself and its subrecipients as follows:

- A. The State has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- B. The State has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. The State assures that the project equipment and facilities will be adequately maintained;
- D. In compliance with 49 U.S.C. 5311(b)(2)(C)(i), the State's program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State;
- E. In compliance with 49 U.S.C. 5311(b)(2)(C)(ii), the State's program provides or will provide the maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;
- F. The projects in the State's Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;
- G. The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- H. In compliance with 49 U.S.C. 5311(f), the State will expend not less than fifteen (15) percent of its Federal assistance authorized under 49 U.S.C. 5311 to develop and support intercity bus transportation within the State, unless the chief executive officer of the State, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the State are being adequately met.

19. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting category "19."

- A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316 certifies on behalf of itself and its subrecipients, if any, as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (6) In compliance with 49 U.S.C. 5316(f)(1) and 49 U.S.C. 5307(d)(1)(F), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct a statewide solicitation for applications, and make awards on a competitive basis; and that these activities will be carried out in a manner that complies with or will comply with 49 U.S.C. 5307(c);
 - (7) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(h) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
 - (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:
 - (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); and
 - (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and
 - (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).
- B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;
- D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services;
- E. In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public; and

- F. In compliance with 49 U.S.C. 5316(c)(3), before the Applicant uses funding apportioned under 49 U.S.C. 5316(c)(1)(B) or (C) for projects serving an area other than that specified in 49 U.S.C. 5316(2)(B) or (C), the Applicant certifies that the chief executive officer of the State, or his or her designee will have certified to the Federal Transit Administrator, apart from these certifications herein, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived.

20. NEW FREEDOM PROGRAM

Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA, FTA may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "20."

- A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (5) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:
 - (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;
- D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of

- financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and
- E. In compliance with 49 U.S.C. 5317(f) (3), the Applicant certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

21. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Each State, tribal area, or local government authority that is an Applicant for Paul S. Sarbanes Transit in Parks Program assistance (Applicant,) authorized by 49 U.S.C. 5320, is required to provide the following certifications. FT4 may not award assistance for the Paul S. Sarbanes Transit in Parks Program to the Applicant until the Applicant provides these certifications by selecting Category "21."

- A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to the Paul S. Sarbanes Transit in Parks Program to the extent the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including the safety and security aspects of that project;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d) (1) (C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E) in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C. 5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the Paul S. Sarbanes Transit in Parks Program, 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
 - (6) In compliance with 49 U.S.C. 5307(d) (1) (H), the Applicant will comply with:
 - (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil);
 - (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).
 - (7) In compliance with 49 U.S.C. 5307(d) (1) (I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation.
- B. In compliance with 49 U.S.C. 5320 (e) (2) (A), (B), and (D), the Applicant assures that it will:
- (1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;
 - (2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and
 - (3) Consult with the appropriate Federal land management agency during the planning process.

22. TRIBAL TRANSIT PROGRAM

Each Applicant for Tribal Transit Program assistance must provide all certifications and assurances set forth below. Except to the extent that FTA determines otherwise in writing, FTA may not award any Federal assistance under the Tribal Transit Program until the Applicant provides these certifications and assurances by selecting Category "22."

In accordance with 49 U.S.C. 5311(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to Indian tribal governments, the Applicant certifies and assures as follows:

- A. The Applicant assures that:
 - (1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
 - (2) It has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) The project equipment and facilities will be adequately maintained; and
 - (4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources.
- B. In accordance with 49 CFR 18.36(g) (3) (ii), the Applicant certifies that its procurement system will comply with the requirements of 49 CFR 18.36, or will inform FTA promptly that its procurement system does not comply with 49 CFR 18.36.
- C. To the extent applicable to the Applicant or its Project, the Applicant certifies that it will comply with the certifications, assurances, and agreements in Category 08 (Bus Testing), Category 09 (Charter Bus Agreement), Category 10 (School Transportation Agreement), Category 11 (Demand Responsive Service), Category 12 (Alcohol Misuse and Prohibited Drug Use), and Category 14 (National Intelligent Transportation Systems Architecture and Standards) of this document.
- D. If its application exceeds \$100,000, the Applicant agrees to comply with the certification in Category 02 (Lobbying) of this document.

23. INFRASTRUCTURE FINANCE PROJECTS

Each Applicant for Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6 is required to provide the following certifications. FTA may not award Infrastructure Finance assistance to the Applicant until the Applicant provides these certifications by selecting category "23."

- A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
 - (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d) (1) (B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d) (1) (C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6, not more than fifty (50) percent of the peak hour fare;
 - (5) In compliance with 49 U.S.C. 5307(d) (1) (E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6:
 - (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4)

will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for Infrastructure Finance assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;

(7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

(8) In compliance with 49 U.S.C. 5307(d)(1)(H), (1) the Applicant will comply with: 49 U.S.C. 5307(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

(9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

(10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of a Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

(11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each Federal fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that Federal fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.

- B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

24. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

The State organization that administers the State Infrastructure Bank (SIB) Program on behalf of a State (State) and that is also (in Applicant for Federal assistance authorized under 49 U.S.C. chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself its SIB, and each subrecipient. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications 017(1 assurances that involve the compliance of its SIB and prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. FTA may not award Federal assistance for the SIB Program to the State until the State provides these assurances by selecting Category "24."

The State organization, serving as the Applicant (State) for Federal assistance for its State Infrastructure Bank (SIB) Program authorized by section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, agrees and assures the agreement of its SIB and the agreement of each recipient of Federal assistance derived from the SIB within the State (subrecipient) that each public transportation project financed with Federal assistance derived from SIB will be administered in accordance with:

- A. Applicable provisions of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181;
- B. The provisions of the FHWA, FRA, and FTA or the FHWA and FTA cooperative agreement with the State to establish the State's SIB Program; and
- C. The provisions of the FTA grant agreement with the State that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or section 1511 of TEA-2 1, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or Federal guidance pertaining to the SIB Program, the provisions of the cooperative agreement establishing the SIB Program within the State, or the provisions of the FTA grant agreement.
- D. The requirements applicable to projects of 49 U.S.C. 5307 and 5309, as required by 49 U.S.C. 5323(o); and
- E. The provisions of any applicable Federal guidance that may be issued as it may be amended from time-to-time, unless FTA has provided written approval of an alternative procedure or course of action.

Exhibit 3

Section 5333(b) (formerly Section 13(c)) Documentation
and
Agreement by Recipient to Terms and Conditions of
the Special Section 5333(b) Warranty

1. Name and Address of Project Applicant (Municipality):

City of Watertown
245 Washington Street
Watertown, New York 13601

2. Project Description(s):

Operating assistance for public transportation service during the 2 year period of
 to

Purchase of vehicles, and/or other capital equipment.

3. County and Service Area of Project:

City of Watertown including Salmon Run Mall and Seaway Plaza County
(Watertown is in Jefferson County)

4. List of all **current operators of public transportation** (including your system) and **intercity operators** and **corresponding labor organizations** (if applicable) representing the employees of the providers in the above service area that are **eligible or potentially eligible** recipients of federal Section 5311 funding assistance even if they are not currently recipients. **Exclude** human service agency providers from this list unless they provide transportation to the general public; **exclude** taxi operators unless they provide shared-ride transportation on a regular and continuing basis: **See Attachments 10 and 10a for a list of intercity operators who may be operating in your area.**

<u>Public Transportation Operators</u>	<u>Labor Organization (or N/A)</u>
City of Watertown	CSEA Local #823
Trailways	Teamsters
Freeman Bus	N/A

5. Name and Address of Recipient of Section 5311 Project Funds If the Applicant (the municipality) is also the Operator of the public transportation service, then the municipality name and address should be listed below. If a third party is the Operator of the public transportation service, then either the municipality or the third party operator may be designated as the Recipient, at the discretion of the municipality.

City of Watertown

245 Washington Street Watertown, New York 13601

6. Certification I certify for the Recipient that, with respect to the subject Section 5311 project, I have reviewed the Special Section 5333(b) Warranty for the Section 5311 program including the Model Agreement which is a part thereof, and with full knowledge of the terms and conditions of said Warranty and Model Agreement, I certify that the Recipient agrees to comply with the terms and conditions of said Warranty and Model Agreement for the duration of the Section 5311 project and, further, that these terms and conditions will be a part of any and all agreements and contracts between or among the Federal Government, the State of New York, the Project Applicant and the Recipient, entered into with respect to the subject Section 5311 project.

Also, I acknowledge that, for the purposes of the Special Section 5333(b) Warranty for the Section 5311 Program, the State of New York is neither the legally nor financially responsible party under the Special Warranty, and the State assumes no special obligations under the Special Warranty that are not otherwise part of its normal obligations as a grant administering agency.

Signature of Official designated as the Recipient

Date

Mary M. Corriveau, City Manager

(Name and Title of Authorized Official of Recipient)

EXHIBIT 4
Title VI/DBE Activities Assurance

1. Name and Address of Applicant:

City of Watertown
245 Washington Street
Watertown, New York 13601

2. Project Description and Duration:

Operating assistance for public transportation service during the period:

Purchase of vehicles and/or other related capital equipment.

Title VI Update

a. ~~The above named applicant certifies that it has filed with NYSDOT the FTA Certifications and Assurances for FTA Assistance that include the Nondiscrimination Assurance (included in this application as Exhibit 2).~~

b. In the past three (3) years, has there been any investigation, lawsuit or complaint alleging discrimination in service delivery been filed against the applicant or any sub-recipient with respect to the service funded under this application?

YES NO

If yes, please attach a concise description of the investigation, lawsuit or complaint and give the status or outcome of each.

c. In the past three (3) years, have any Civil Rights Compliance Review Activities or investigations been conducted with respect to the service funded under this application?

YES NO

If yes, please attach a summary of those activities.

DBE Update

The FTA requires NYSDOT and its sub-recipients to report DBE contracting activities for FTA funded planning, capital and/or operating assistance projects. NYSDOT sub-recipients receiving \$250,000 or more in capital, planning or operating assistance (exclusive of transit vehicle purchases) within the same fiscal year contract period must submit semi-annual reports on its DBE contracting activities to NYSDOT.

Sub-recipients who receive less than \$250,000 in combined capital and operating assistance within the same fiscal year contract period must submit annual reports on its DBE contracting activities.

The above required reports should be submitted to

Title VI Coordinator
Civil Rights Bureau
50 Wolf Road, Sixth Floor
Albany, New York 12232

FTA reserves the right to require quarterly reports from a state or sub-recipient which fails to achieve its approved goal or which is implementing a major construction project.

Local recipients who receive less than the \$250,000 threshold amount for both capital and operating and therefore are not required to submit a DBE program, must make “good faith efforts” to insure the maximum utilization of DBE pursuant to Section 26.53 of the DOT regulation. Local recipients also have the obligation to track and report DBE participation levels achieved, including sufficient documentation in the recipient's, sub-recipient's, or contractor's files to substantiate efforts undertaken to meet these obligations annually.

At a minimum, the “good faith efforts” include:

- (1) Identification of all contracting opportunities, if any, associated with the FTA assistance. The overall project budget might serve as the overall source document for this step.
- (2) Analysis of DBE availability (known and projected) to provide the products or services identified for contracting at either the prime or subcontract levels. This step includes making contact with organizations which may be expected to have information regarding availability including at a minimum, the Small Business Administration and the Minority Business Development Agency (U.S. Department of Commerce).
- (3) Establishment of contract goals for all FTA-assisted contracts based upon the availability analysis.
- (4) Use of good faith efforts to achieve the contract goals established. Good faith efforts criteria are described in 49 CFR Part 26, Appendix A.

- (5) Use of DBE firms certified under the eligibility criteria of 49 CFR Part 26.
- (6) Recordkeeping and reporting sufficient for verification of steps taken and participation achieved.

Signature of Chief Elected or Designated Official

Date

Mary M. Corriveau, City Manager

Name & Title of Chief Elected or Designated Official

IF APPLICABLE: THIRD PARTY REQUIRED SIGNATURE

The Guilfoyle Ambulance Service, Inc. hereby certifies, as a
(Name of Third Party Contractor)

condition of receiving federal assistance for the above project under Section 5311, of Title 49, United States Code, that compliance is required with Exhibit 4, Title VI/DBE Activities Assurance.

The Guilfoyle Ambulance Service, Inc. hereby certifies or affirms the
(Name of Third Party Contractor)

truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable.



Signature of Chief Official for Third Party Contractor

Date

10/14/07

Jeffrey Lieberman, Transit Supervisor

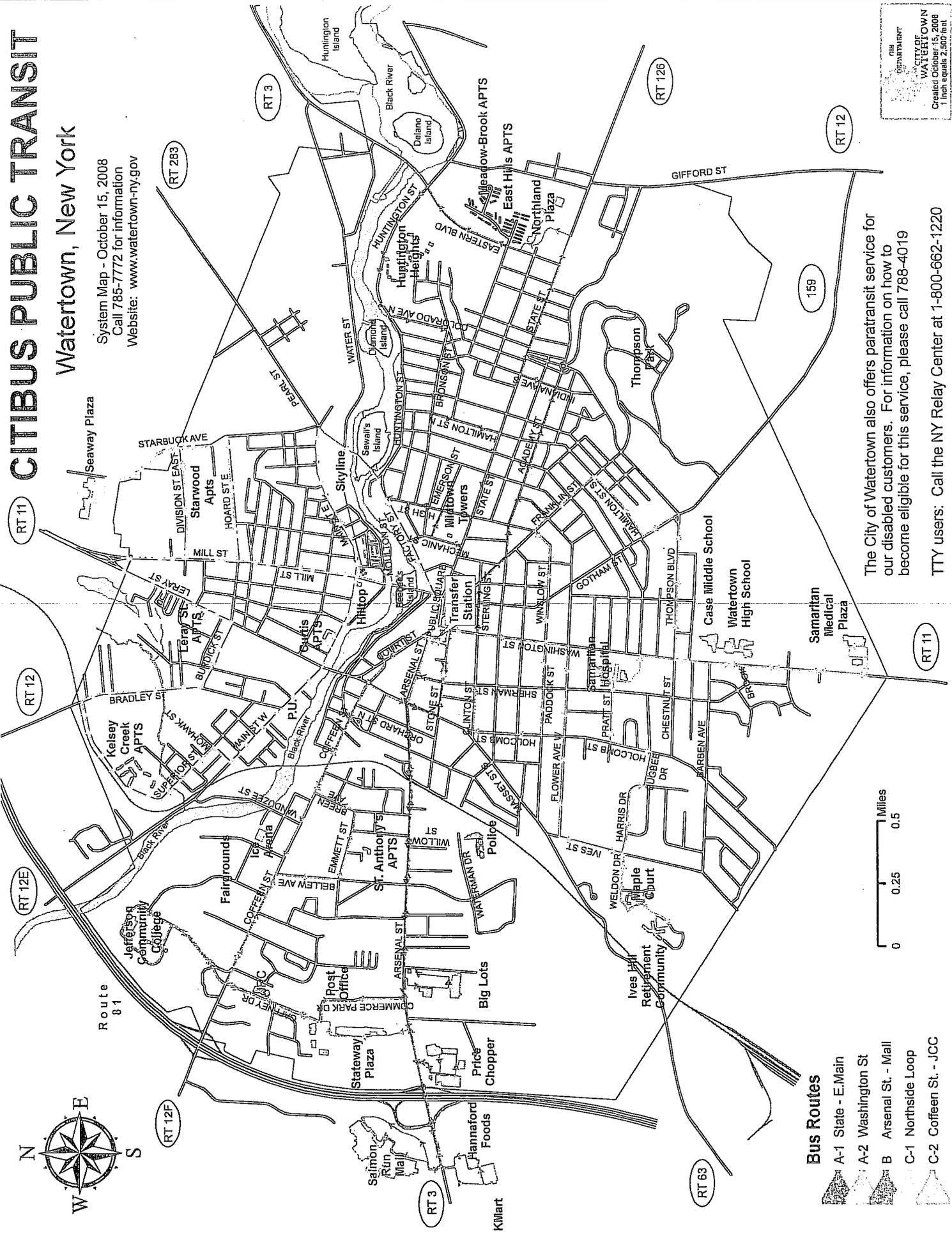
Name & Title of Chief Official For Third Party Contractor

CITIBUS PUBLIC TRANSIT

Watertown, New York

System Map - October 15, 2008
 Call 785-7772 for information
 Website: www.watertown-ny.gov

THE
 COUNTY OF
 WATERLOO
 CITY OF
 WATERTOWN
 Created October 15, 2008
 1 Inch equals 2,500 feet



Bus Routes

- A-1 State - E>Main
- A-2 Washington St
- B Arsenal St. - Mail
- C-1 Northside Loop
- C-2 Coffeen St. - JCC

The City of Watertown also offers paratransit service for our disabled customers. For information on how to become eligible for this service, please call 788-4019

TTY users: Call the NY Relay Center at 1-800-662-1220

CITIBUS PUBLIC TRANSIT



BUS SCHEDULE

ROUTE A-1 STATE-E. MAIN

Leave Transfer Site	Northland Plaza	Huntington Heights	Midtown Towers	Skyline Apts	Arise Transfer Site
7:00	7:10	7:15	7:20	7:25	7:35
8:20	8:30	8:35	8:40	8:45	8:55
*9:40	9:50	9:55	10:00	10:05	10:15
11:00	11:10	11:15	11:20	11:25	11:35
12:20	12:30	12:35	12:40	12:45	12:55
1:40	1:50	1:55	2:00	2:05	2:15
3:00	3:10	3:15	3:20	3:25	3:35
*4:20	4:30	4:35	4:40	4:45	4:55
5:40	5:50	5:55	6:00	6:05	6:15

ROUTE A-2 WASHINGTON

Leave Transfer Site	Weldon Jewell	Samaritan Keep	Brook Washington	Franklin Winlaw	Arise Transfer Site
7:40	7:45	7:50	7:55	8:05	8:15
9:00	9:05	9:10	9:15	9:25	9:35
*10:20	10:25	10:30	10:35	10:45	10:55
11:40	11:45	11:50	11:55	12:05	12:15
1:00	1:05	1:10	1:15	1:25	1:35
2:20	2:25	2:30	2:35	2:45	2:55
3:40	3:45	3:50	3:55	4:05	4:15
*5:00	5:05	5:10	5:15	5:25	5:35



* Saturday service:

First bus leaves Arcade @ 9:40 AM

Last bus leaves Arcade @ 5:00 PM

* Sunday & Holiday Service:

No Bus Service on Sundays or on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

PASSENGER INFORMATION

ALL Buses are equipped with front wheelchair lifts, bike racks and air conditioning. PLEASE leave exact fare ready. Drivers do NOT carry change. PLEASE pay fares as you board the bus. DRIVERS are not allowed to charge fares or accept checks.

CHILDREN, when accompanied by an adult: one (1) child under six (6) is allowed to ride for free.

TRANSFERS:

- (1) Are issued upon request when boarding the bus en route only
- (2) Are to be issued when transferring to another bus only. They cannot be used to get back on the same bus from which they were issued.
- (3) Will be accepted at the Arcade only and not on route
- (4) Will NOT be issued to persons who board at the Arcade and ride the entire route back to the Arcade. An additional fare will be charged to continue riding on any bus or route.

PLEASE pull the chimes card in ample time prior to a full stop.

ROUTE C-1 NORTHSIDE LOOP

Leave Transfer Site	Seaway Plaza	LeRay Apts	Kelsey Crealt	Factory St	Arise Transfer Site
7:00	7:10	7:15	7:20	7:30	7:35
8:20	8:30	8:35	8:40	8:50	8:55
*9:40	9:50	9:55	10:00	10:10	10:15
11:00	11:10	11:15	11:20	11:30	11:35
12:20	12:30	12:35	12:40	12:50	12:55
1:40	1:50	1:55	2:00	2:10	2:15
3:00	3:10	3:15	3:20	3:30	3:35
*4:20	4:30	4:35	4:40	4:50	4:55
5:40	5:50	5:55	6:00	6:10	6:15

ROUTE C-2 COFFEEH JOG

Leave Transfer Site	Coffeeh VanDuzee	JOG	Stakeway Plaza	Coffeeh Meesey	Arise Transfer Site
7:40	7:45	7:50	8:00	8:10	8:15
9:00	9:05	9:10	9:20	9:30	9:35
*10:20	10:25	10:30	10:40	10:50	10:55
11:40	11:45	11:50	12:00	12:10	12:15
1:00	1:05	1:10	1:20	1:30	1:35
2:20	2:25	2:30	2:40	2:50	2:55
3:40	3:45	3:50	4:00	4:10	4:15
*5:00	5:05	5:10	5:20	5:30	5:35



Have a Safe & Pleasant Trip!

STROLLERS are to be folded before boarding the bus.

PROHIBITED: eating, drinking, smoking and disruptive behavior & foul language

FARE INFORMATION:

Base Fare	\$1.50
Children Under 12	0.50
Transfer	No Charge
COUPON BOOKS	
REGULAR (10 rides) (GREEN BOOK)	\$10
REGULAR (20 rides) (BLUE BOOK)	\$20

Project No.
Contract No.

"THIRD PARTY AGREEMENT"

for

Federal Section 5311 Operating Assistance

THIS AGREEMENT made this day of , by and between

City of Watertown

(Municipal Corporation) (herein after referred to as "Municipal Corporation")

AND

Guilfoyle Ambulance Service, Inc.

(Carrier) (herein after referred to as "Carrier")

W I T N E S S E T H

WHEREAS, Section 5311, Title 49, United States Code, provides for the payment of Federal financial assistance for public transportation in rural and small urban areas through a formula grant program administered by the states; and

WHEREAS, this Non-Urbanized Area Public Transportation Program is administered by the Department of Transportation of the State of New York; and

WHEREAS, the Municipal Corporation is a grantee under said Program pursuant to an approved project application and a written agreement with said Department; and

WHEREAS, the Carrier will provide certain public mass transportation services as part of this Program.

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

1. Definitions. As used in this Agreement:

"State" means the State of New York.

"Project" means the provision of certain public mass transportation services specified in the Municipal Corporation's approved Project Application and summarized in Appendix C.

"Project Application" means the federal Section 5311 operating assistance project

application submitted by the Municipal Corporation to, and as approved by the Commissioner for the Project described in Appendix C of this Agreement, including all project supporting information submitted therewith.

"Commissioner" means the Commissioner of Transportation of the State of New York or the Commissioner's duly authorized representative.

2. Purpose of Agreement. The purpose of this Agreement is to provide for the rendition of certain public transportation services by the Carrier, and for the payment by the Municipal Corporation to the Carrier of certain reimbursable operating expenses of the Carrier associated with the rendition of such services.

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

- Appendix A -- Standard Provisions for New York State Contracts
- Appendix B-- Federal Clauses
- Appendix C -- Project Description, Term, Funding and Payment Procedures

This Agreement also consists of the following documents, which are incorporated by reference:

- (a) Municipal Corporation's Project Application
- (b) Agreement between Municipal Corporation and the State

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

4. Payment to the Carrier. The Municipal Corporation agrees to pay to the Carrier the Federal Share specified in Appendix C of this Agreement for the Carrier's reimbursable Operating Expenses incurred in carrying out the Project, subject to any limitations applicable to such payments contained in the attachments hereto, or to laws, rules and regulations applicable thereto.

5. Records and Documentation.

(a) The Carrier shall establish and maintain, in accordance with requirements established by the Municipal Corporation, separate account(s) for the Project, either independently or within its existing accounting system, to be known as the Project Account.

(b) All costs charged to the Project Account 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.

(c) Any check or order drawn by the Carrier with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed

voucher then on file in the office of the Carrier 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.

(d) With respect to the public mass transportation services specified in Appendix C, the Carrier shall submit reports to the Municipal Corporation in a manner and form consistent with the reporting requirements stated in the Municipal Corporation's Agreement with the State for the Project for each year for which federal assistance is to be paid hereunder.

(e) The Carrier shall also 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 to the Carrier under this Agreement, and shall make the same available to the Commissioner, 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.

6. Approval by Commissioner. This Agreement shall not be effective unless approved in writing by the Commissioner.

7. Termination or Suspension. If the Carrier, before completion, discontinues the Project or project services, or if, for any reason, the commencement, prosecution or timely completion of the Project by the Carrier is rendered improbable, impossible or illegal, the Municipal Corporation, by written notice to the Carrier, 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 Carrier 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 Municipal Corporation deems necessary in order to minimize the cost basis for 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 costs.

If the Carrier 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 the Municipal Corporation may impose.

8. Annual Report and Audit. Upon completion of the Project, the Carrier shall complete and furnish to the Municipal Corporation such operating, service and financial data as may be requested by the Municipal Corporation in order to fulfill the annual reporting and other certification reporting requirements of the State or the federal Single Audit Act of 1984. Receipt of such data is a condition of the Carrier receiving the final payment for the project.

MUNICIPAL CORPORATION:

CARRIER:

MUNICIPAL CORPORATION:

CARRIER:

BY _____

BY _____

TITLE: CITY MANAGER

TITLE: C.E.O

DATE _____

DATE _____

APPENDIX A: STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (herein after, "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 6218 of the Education Law), if this contract exceeds \$15,000 (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 \$30,000 (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 nondiscrimination 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.

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 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 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) **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 or 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 its 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 Page 3 October 2006 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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 Empire State Development Corporation's Division of Minority and Women's Business Development (MWBD) 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 State Finance Law §165. (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

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
<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. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

23. CONTRACT TERMINATION PROVISION. The State reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with the requirements contained in State Finance Laws §139j and §139k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.

24. PERSONAL INFORMATION SECURITY. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

APPENDIX B: U.S. 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.

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 final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., 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 Service Operations – Applicability – Operational Service Contracts

Contractor shall comply with 49 USC 5323(d) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under these exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations – Applicability – Operational Service Contracts

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

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

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

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.

Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 [to be codified at 2 USC 1601, et seq.] – Applicability – Construction/Architectural & Engineering/Rolling Stock/Professional Service Contracts/Operational Service Contracts/Turnkey Contracts

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal 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 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act (1995) who has made lobbying contacts on its behalf with non-Federal funds with respect to the Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records – Applicability – As shown below

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(j)(11).
FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts

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 of 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.

Recovered Materials – Applicability – All contracts over \$10,000 for items designated by the EPA

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 Obligation by the Federal Government - Applicability – All contracts

(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 – Applicability – All contracts

(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 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 complete 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 or 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) – Background and Applicability - In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000.

These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Suspension and Debarment

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

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 – Applicability – All contracts

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.

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

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

(a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, contractor shall carry out transit operations work on the underlying contract in compliance with terms and conditions determined by USDOL to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and USDOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in USDOL's letter of certification to FTA applicable to the municipal corporation's project from which FTA assistance is provided to support work on the underlying contract. Contractor shall carry out that work in compliance with the conditions stated in that USDOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with FTA assistance either for projects for elderly individuals and individuals with disabilities authorized by 49 USC 5310(a)(2), or for projects for nonurbanized areas authorized by 49 USC 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) **Transit Employee Protective Requirements for Projects Authorized by 49 USC 5310(a)(2) for Elderly Individuals & Individuals with Disabilities** - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5310(a)(2), and if USDOT has determined or determines in the future that the employee protective requirements of 49 USC 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, contractor shall carry out the Project in compliance with the terms and conditions determined by USDOL to meet the requirements of 49 USC 5333(b), USDOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in USDOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. Contractor shall perform transit operations in connection with the underlying contract in compliance with the conditions stated in that USDOL letter.

(c) **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 agreed to by USDOT and USDOL, dated May 31, 1979, and the procedures implemented by USDOL or any revision thereto.

(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) 49 CFR 26 – Applicability – Contracts over \$250,000 (exclusive of transit vehicle purchases)

To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBE) in the Project and assures that each subrecipient, lessee, and third party contractor at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore: (1) The Recipient agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26. (2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the

requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the Recipient's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Recipient of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts

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 4220.1E, 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 Testing – Applicability – Operational service contracts

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 29, Subpart F, as modified by 41 U.S.C. §§§§ 702 *et seq.* b. Alcohol Misuse and Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

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 in compliance with Sec. 5206(e) of TEA-21, 23 USC 502, and FHWA/FTA's "Transportation Equity Act for the 21st Century; Interim Guidance on Conformity with the National Intelligent Transportation Systems (ITS) Architecture and Standards" 63 Federal Register 70443 *et seq.* Dec. 21, 1998, and other subsequent Federal directives that may be issued.

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 4220.1E, 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 5010.1B Chapter I-7(b), and FTA Master Agreement, Sec. 19 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," 66 *Fed. Reg.* 6733 *et seq.*, January 22, 2001.

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

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

OMB Circular A-133 as to Federal-aid recipient's responsibilities regarding identification and accounting for awards and expenditures by CFDA 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) program is 20.509.

APPENDIX C

PROJECT DESCRIPTION, TERM, FUNDING AND PAYMENT PROCEDURES

This project consists of operating assistance for public transportation service in
The City of Watertown and Environs

provided by the Carrier during the time period of service commencing
7/1/09 and terminating on 6/30/2011.

The Federal Share of the Carrier's reimbursable operating expenses to be paid by the Municipal Corporation to the Carrier is estimated in each of the Municipal Corporation's annual Project Applications. The actual amount of the Federal Share shall be determined by an annual report which the Carrier shall complete and furnish to the Municipal Corporation and shall not exceed \$ 74,274 2009 and \$ 78,730 2010, which represents the amount estimated in the Municipal Corporation's approved Project Application.

Payment Procedures:

The contracted service for the time period above for the Para Transit Service is \$74,274 for the year listed in the contract. The City pays twelve monthly payments of \$6,189.50 during the term of agreement. The City reserves the right to extend the contract for additional one-year periods after the expiration of the contract on June 30, 2010, up to a maximum of two years. Annual increase shall not exceed 6% for that year of extension.

*Jefferson County
Coordinated
Transportation
Plan for Mobility Services*

*Compiled by the Jefferson County Planning Department
on behalf of the local non-profit mobility services providers.*



May 2008
FINAL

Jefferson County
Coordinated Transportation Plan for Mobility Services

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Executive Summary

On August 10, 2005, the President signed into law the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). With guaranteed funding for highways, highway safety, and public transportation totaling \$244.1 billion, SAFETEA-LU represents the largest surface transportation investment in our Nation's history.

SAFETEA-LU addresses the many challenges facing our transportation system today – challenges such as improving safety, reducing traffic congestion, improving efficiency in freight movement, increasing intermodal connectivity, and protecting the environment – as well as laying the groundwork for addressing future challenges. SAFETEA-LU promotes more efficient and effective Federal surface transportation programs by focusing on transportation issues of national significance, while giving State and local transportation decision makers more flexibility for solving transportation problems in their communities.

SAFETEA-LU requires the establishment of a “**locally developed, coordinated public transit-human services transportation plan**” for all Federal Transit Administration programs for underserved populations: the **Elderly Individuals and Individuals with Disabilities program (Section 5310)**; the **Job Access and Reverse Commute program (Section 5316)**; and the **New Freedom program (section 5317)**.

The purpose of this plan is to help improve the coordination of transportation services for persons with disabilities, older residents, and individuals with lower incomes. The provisions ensure that communities and organizations coordinate transportation resources provided through multiple Federal programs. A coordinated plan for human services transportation enhances transportation access, minimizes duplication of Federal services, and encourages the most cost-effective transportation possible.

Through this plan, local transportation partnerships can coordinate various solutions, such as shared vehicles, funding, maintenance, training, information technology, dispatch services, and intelligent transportation services. Periodic updates, led by area providers, will be required to reflect changes in the needs of local populations, and to coordinate innovative and efficient solutions to maximize the level of mobility services in Jefferson County.

This plan has been compiled on behalf of local mobility services transportation providers, including the Volunteer Transportation Center, Watertown CitiBus, River Hospital, Paynter Senior Center, Jefferson Rehabilitation Center, Wilna Champion Transportation Center, and the Jefferson County Department of Social Services.

Introduction

What is a “Locally Developed, Coordinated Public Transit-Human Services Transportation Plan”

The purpose of this plan is to identify the transportation needs of individuals with disabilities, elderly individuals, and low income individuals and hopefully improve the availability of services in the Jefferson County area. It will also provide strategies for meeting those local needs, and prioritize transportation services for funding and implementation. The plan will provide a framework for the development of projects that will address the transportation needs of the target population, by ensuring the human service agencies coordinate the resources offered through various Federal Transit Administration (FTA) programs.

At the request of the New York State Department of Transportation, the County has reached out to the various local agencies that provide transportation to special needs populations to facilitate the development of this plan. Through a series of meetings with interested parties the plan has become a collaborative effort of many agencies. Although the County Planning Department has compiled the plan, information has been gathered from all involved parties in order to develop a complete picture of all transportation needs for the specific populations listed above. This effort is in response to SAFETEA-LU requirements, which were adopted into law in August 2005.

The end result of this plan will be to allow agencies throughout our community the ability to apply for federally funded transportation programs involving Job Access and Reverse Commute (JARC, Section 5316), New Freedom (Section 5317) funding, and Elderly and Individuals with Disabilities (Section 5310) funding. The ultimate goal is to utilize transportation resources in a more efficient manner, which will result in enhanced access for clients, minimized duplication of service, and more cost-effective service. The coordination process includes the identification of gaps in transportation service, based on a demographic and demand assessment profile, and an assessment on how to fill those gaps with appropriate transportation projects/services. The plan is intended to be flexible and dynamic allowing agencies the convenience to join at any time. This plan is subject to change as federal guidelines become clearer, and as local entities' needs change.

The Programs

Elderly Individuals and Individuals with Disabilities Program (Section 5310):

FTA formula program for public transportation and non-profit capital projects planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities. (49 U.S.C. 5310)

Jobs Access Reverse Commute (5316):

FTA formula program for projects relating to the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income individuals to and from jobs and activities related to their employment. Additionally, to a public transportation project designed to transport residents of urbanized areas and non-urbanized areas to suburban employment opportunities.

New Freedom Program (Section 5317):

FTA formula grant program for new public transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) that assist individuals with disabilities with transportation, including transportation to and from jobs and employment support services. (49 U.S.C. 5317)

Currently, several local non-profit transportation providers in Jefferson County access the funds from the Section 5310 program. No providers are currently applying for Section 5316 or 5317 funds, although some have expressed interest in these programs.

Demographic Analysis

Jefferson County is located in the northern tier of New York State at the juncture of Lake Ontario and the St. Lawrence River. The County borders Lake Ontario and the St. Lawrence River on the west and north, respectively. To the northeast is St. Lawrence County; to the east, Lewis County; and south, Oswego County. Jefferson County is also located directly south of the Province of Ontario, Canada. The largest nearby U.S. population center is Syracuse, New York, located 70 miles to the south.

According to the U.S. Bureau of the Census, the population of Jefferson County in 2000 was 111,738. At that time the County's rate of increase had substantially leveled off from the 26% increase noted between 1980 and 1990, which was largely a result of the assignment of the U.S. Army's 10th Mountain Division (Light) at Fort Drum. The latest population estimate issued by the Census Bureau is for July, 2007. This recent estimate places the County's population at 117,162, an increase of 5,424 since the 2000 Census.

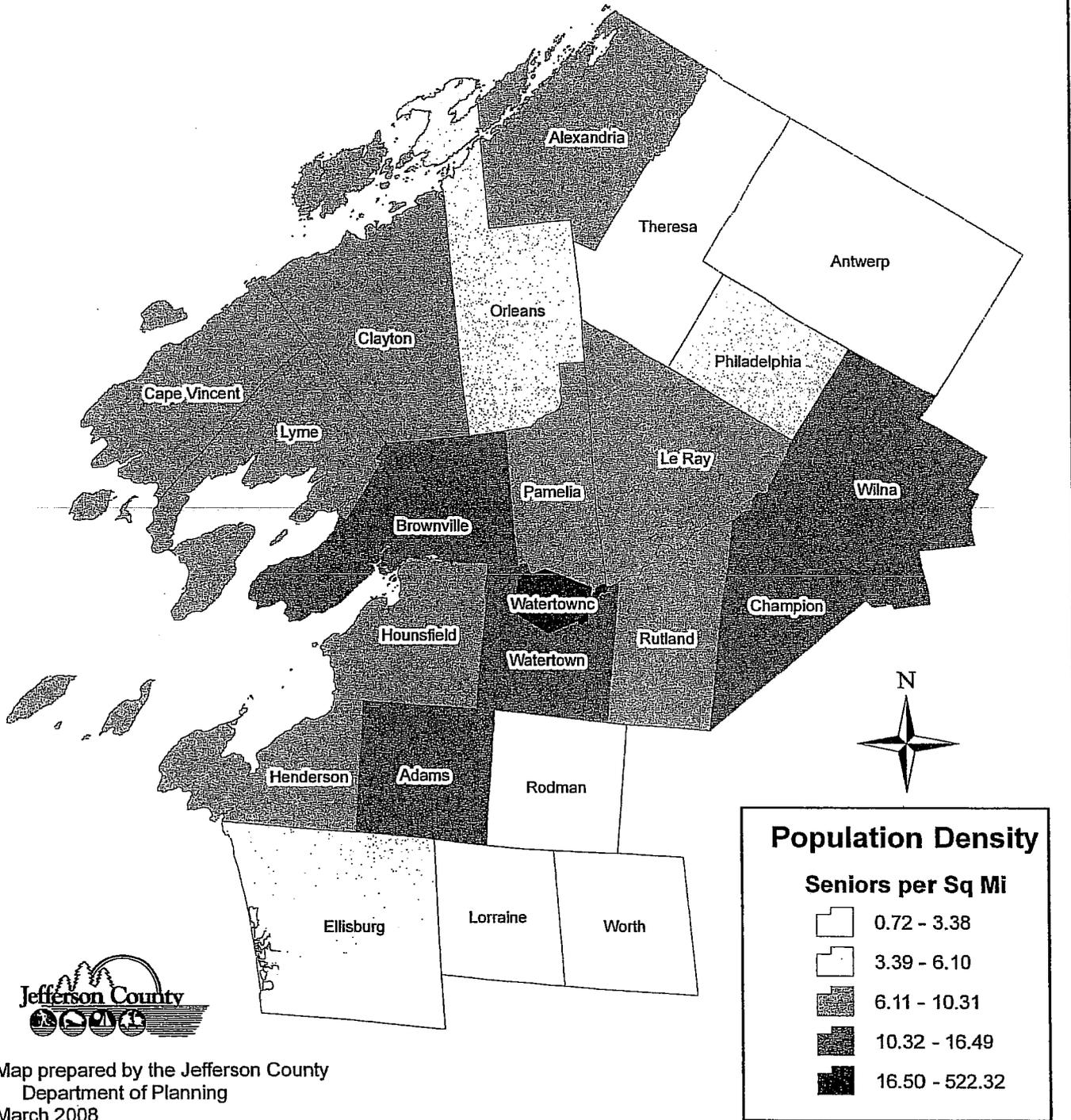
Starting in the Spring of 2004, over 6,000 additional military personnel and 6,000 military dependents began being assigned to Fort Drum as part of a 3rd Brigade transformation, which will clearly provide a dramatic increase in population by the end of 2008. In December 2007, Fort Drum announced that another 1,400 military personnel will be assigned to the base by the end of 2013. Future comparisons for this recent period will likely show the County as having one of the largest population growth rates for all rural counties in the State.

The population of the County is generally well distributed among 22 towns, 20 incorporated villages, and one city. The largest population centers are the City of Watertown and the Town of LeRay. The Town of LeRay includes a portion of Fort Drum, and is the home for thousands of on-base and off-base military soldiers and dependants. The City of Watertown is centrally located, with no part of the County being over 28 miles, by radius, away from the City. Major U.S. and Canadian cities, such as Buffalo, Albany, Scranton, Montreal, Toronto, and Ottawa are located within a 250-mile radius of Watertown.

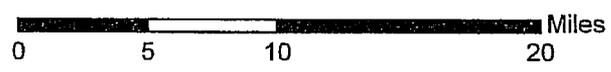
<u>Population Analysis by Age:</u>		<u>Employment Status:</u>	
Age 18 or less	26.50%	Population over 16 in labor force	83,401
18 to 24	11.80%	Population Unemployed	5,107 (6.1%)
25 to 44	31.30%		
45 to 64	19.10%	<u>Disabled Population:</u>	
65 and older	11.30%	Number of disabled	17,257 (15%)
<u>Median Age & Income:</u>			
The median age	32 years.		
The median income	\$34,006,		
<u>Poverty Level:</u>			
Below Poverty level	13.30%		
<i>The poverty threshold, or poverty line, is the minimum level of income deemed necessary to achieve an adequate standard of living.</i>		Source: US Census Bureau, Census 2000	

Jefferson County

Population Aged 62 Years and Older per Square Mile by Town

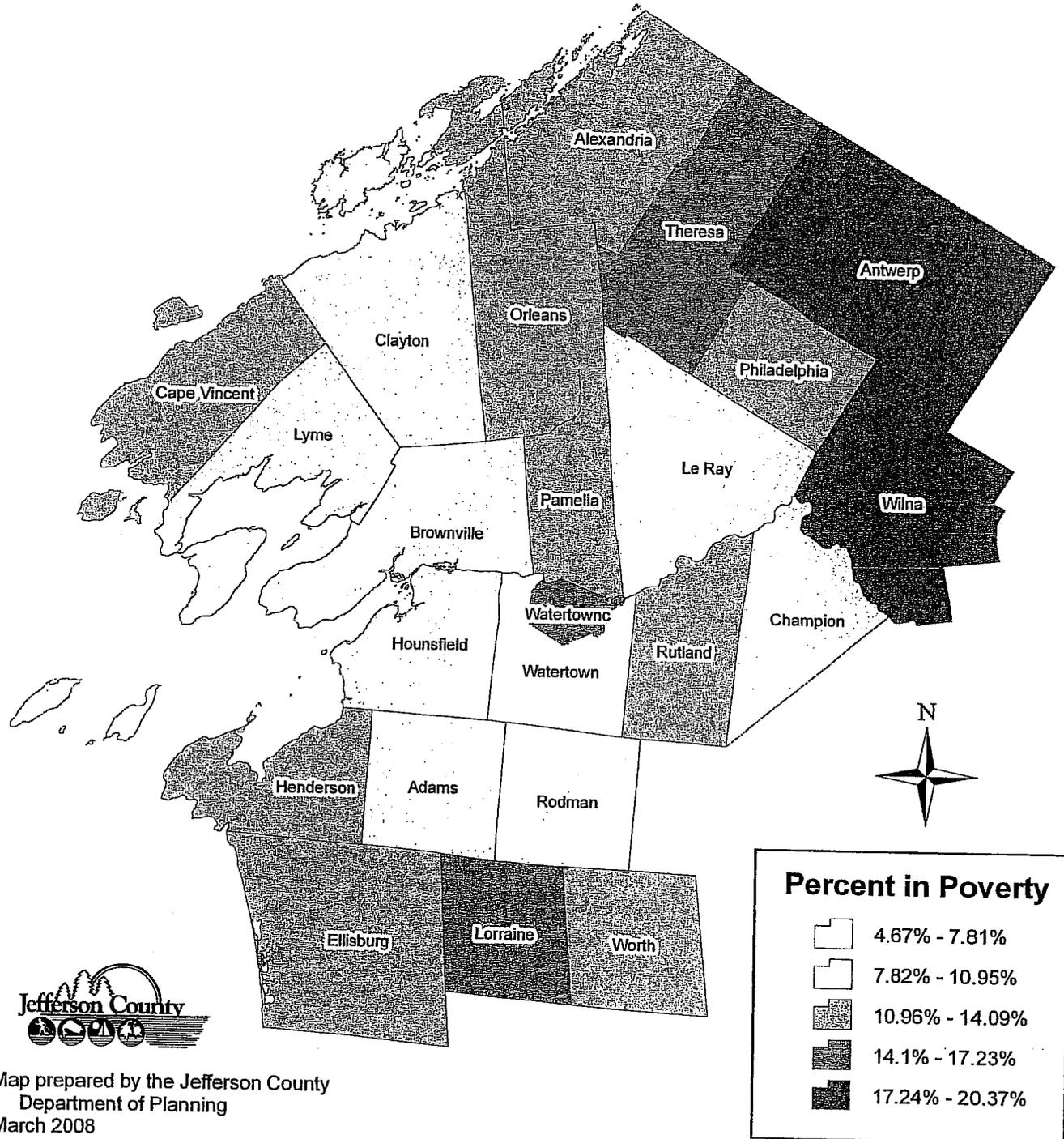


Map prepared by the Jefferson County
 Department of Planning
 March 2008
 Data Sources: US Census Bureau, 2000
 Jefferson County Real Property Tax Services
 Jefferson County Department of Planning



Jefferson County

Percent of Population Living Below Poverty Level by Town



Map prepared by the Jefferson County
 Department of Planning
 March 2008

Data Sources: US Census Bureau, 2000
 Jefferson County Real Property Tax Services
 Jefferson County Department of Planning

0 5 10 20 Miles

Existing Services in the County

Jefferson County's mobility needs exist on several levels: medical, disabled, work related and senior related rides. Public transit is one mode of transportation currently assisting with these rides, but only within the City of Watertown. However, human service and private providers play a big role in the overall mobility picture. An assessment of most providers has allowed for a view of the existing mobility structure. Providing possible alternatives through partnering and ride sharing to coordinate services could very well utilize resources better and improve mobility as a whole in Jefferson County. The following service profiles were prepared by local providers.

CitiBus

Contact: Kathy Webster

Address: 544 Newell Street, Watertown, NY 13601

Phone: 315-785-7772

Fax: 315-755-9379

Email: kwebster@watertown-ny.gov

Website: www.watertown-ny.gov

The City of Watertown provides affordable public transportation for all, and offers discount fares to the elderly, individuals with disabilities, students and children.

The City of Watertown CitiBus System works to partner with organizations and provide affordable mobility for individuals with lower incomes and meet the transportation needs of its passengers. It represents the only local mass transit provider in the County. CitiBus provides both Fixed Route and Paratransit services within the City of Watertown and as well as two neighboring plazas just outside of the City, the Salmon Run Mall and Seaway Plaza. The bus provides service to all elderly and affordable housing locations within the City of Watertown.

The City of Watertown has contracted services with the Jefferson County Office for the Aging to provide transportation for the elderly. The Jefferson County Department of Social Services also uses Watertown CitiBus for the transport of its clients to their workplace or for employment searching activities.

In the fiscal year 2006-2007 Watertown CitiBus provided 134,944 one way rides on fixed route buses. 2006-2007 Paratransit services provided 6,214 one way rides.

The City of Watertown CitiBus currently receives some funding through the Section 5311 program, (NYS Operating Assistance).

Attachment II of this plan is a complete CitiBus schedule and route map, including fees. Please note that the schedule and fees are subject to change.

Jefferson County Department of Social Services

Contact: Laura Cerow, John Shelmidine

Address: 250 Arsenal St., Watertown, NY 13601

Phone: 315-782-9030

Email: John.Shelmidine@dfa.state.ny.us

Website: <http://www.co.jefferson.ny.us/Jefflive.nsf/socialse>

While it appears that the Jefferson County Department of Social Services will not directly benefit from 5310, 5316 or 5317 funds, the Department joins with the other agencies involved in agreeing that any enhancement to transportation services within their jurisdiction is crucial to the well being of the rural population in general, and critical to the aged and disabled residents, in particular.

The Department of Social Services recognizes the mobility needs of its program participants to include primarily transportation to medical services and employment opportunities, along with mandated and non-mandated family preservation and counseling efforts. As such, they have been able to tap funding streams provided by the Medicaid, Title IVE, Title XX and TANF (Temporary Assistance for Needy Families) programs to provide for these needs.

Historically, the State Department of Health had recognized that while Medicaid could provide for the health of those qualifying for this program, accessibility to medical services, particularly in rural areas of the state, remained an unmet need. As a result, Title 18 NYCRR Section 505.10 regulations were promulgated, permitting transportation to approved medical services to be considered a viable Medicaid program expense.

As Social Services cases have become more complex and demonstrated greater needs, with increased court involvement, caseworkers have been able to shift some portions of their case management burden. Transportation needs, with respect to these cases, in instances of counseling or child-family visitations, have been shifted to their transportation network where appropriate. Primarily, these transports utilize either volunteer drivers or taxi services. Social Services adult services caseworkers also make use of this program. Primarily, these non-medical trips utilize Title IV E, Title XX or other Services funding streams.

A major goal of financial assistance programs within this Department continues to be the identification of individuals physically able to become gainfully employed members of the workforce, thereby reducing the local shared financial burden, while benefiting our communities with their collective productivity. To this end, TANF funds have been utilized to assist with transporting these individuals to retraining and employment opportunities.

The combined transportation system used by the Department of Social Services currently involves both ambulatory and non-ambulatory resources. With respect to the ambulatory population that is served, DSS utilizes Yellow Cab within city limits and the Volunteer Transportation Center, with its pool of volunteer drivers, for transportation needs outside of those limits. For clientele confined to wheelchairs or certain stretcher patients, the Department primarily utilizes Guilfoyle Ambulance Ambulette, Cleveland Services, Samaritan Keep Ambulette and Lundy Services coaches. In rare instances where an elderly or disabled individual requesting non-emergency medical transportation

requires substantial life support equipment or personnel, ambulance transports would be considered. These trips are almost exclusively provided by Guilfoyle Ambulance Service. The least restrictive mode of transport is always utilized, with a "medical evaluation form" being required to document the need for alternative forms (ambulette or non-emergency ambulance) of transport. Public transportation systems are currently utilized by their employable population, with this Department purchasing bus tokens for transport of these individuals to retraining or employment opportunities, or utilizing cab services. Arrangements are in place with the Volunteer Transportation Center for transport of DSS employables to employment opportunities outside of city limits.

Within the past two years, the Jefferson County Department of Social Services has entered into a three-phase approach to meeting its member transportation needs. For some time prior to that, this Department had recognized that the mission of their agency has always been primarily to provide temporary financial and service support to needy individuals within the population. DSS recognizes that this is where their strength lies. Since the Department's expertise is not in transportation management, and they do not have adequate or expert staff available to divert to maintaining this network, several districts across the state came to similar realizations and afforded models for them to examine for movement of this system to an external entity.

The process began in April 2006, when Phase I was initiated with the Volunteer Transportation Center taking over the Department's pool of volunteer drivers, which had been developed by DSS over the years. (There are currently approximately sixty (60) drivers available with the Volunteer Transportation Center, for transport of DSS members.) At that point, DSS continued to intercept and evaluate requests for transport as to medical necessity, appropriate mode and eligibility for transportation services. Rosters of ambulatory, out-of-city requests deemed appropriate were transmitted to the Volunteer Transportation Center. The VTC would then match these individuals to available drivers for trips. The Volunteer Transportation Center was also charged with maintaining and enhancing this driver pool with respect to their certification and recertification. During this phase, the Department continued to entertain requests for other, more restrictive modes of non-emergent medical transportation and dispatch these requests to their taxi, ambulette or ambulance partners as appropriate.

The Department entered Phase II of this process in June 2007 when, following an extensive search, review and rating process, Coordinated Transportation Solutions was identified as the transportation agent to provide call center functions, transport eligibility and mode verification, provider trip assignments, provider recruitment and maintenance, payment authorization and processing, financial auditing, provider spot checks and data collection, warehousing and reporting, among other things. The agent became the coordinator of all transportation providers within the aforementioned modes. CTS is currently charged with managing non-emergency medical, as well as Services, transporting. At this point, some employability programs are included under this umbrella.

Jefferson Rehabilitation Center

Contact: Paul Nutting

Address: 380 Gaffney Drive, PO Box 41, Watertown, NY 13601

Phone: 315-788-2730

Fax: 315-788-8557

Email: pjnutting@jeffrehabcenter.org

Website: www.jeffrehabcenter.org

Jefferson Rehabilitation Center (JRC) is a non-profit agency dedicated to enhancing the quality of life and maximizing the potential of persons with disabilities. The main treatment facility and Administration building is located on Gaffney Drive in Watertown, New York. There are also 32 residential facilities located throughout the County for program participants.

JRC has 11 dedicated bus runs throughout Jefferson County leaving between 6:00am and 7:30 am Monday through Friday. There are also 2 runs within the City of Watertown, which are fixed, dedicated routes. The buses pick up at most of the JRC residences and also do door to door pickup of individuals attending JRC programs. After being picked up the participants are dropped off at one of the program site facilities which include the Day Habilitation Program on VanDuzee Street, the Day Treatment program site on Gaffney Drive and the Production Unlimited work site on West Main Street in Watertown. Each evening they are picked up at each of these sites and returned to their home or one of JRC's community residential program sites.

JRC currently has 17 buses for the purpose of transporting participants on a daily basis for 13 dedicated bus runs between their program sites; 13 buses are used on daily runs and 4 are kept as spares.

Paynter Senior Center

Contact: Rose Reff

Address: 914 Strawberry Lane, Clayton, NY 13624

Phone: 315-686-3553

The Paynter Senior Center's mission is to provide a variety of activities, education and meals that are designed to meet the needs of the handicapped and senior citizens of the area. They serve as a place for seniors to be able to communicate with their friends while also receiving a nutritious meal through the nutrition program provided through the Jefferson County Office for the Aging.

The PSC provides transportation in the River communities connected with Center activities and for medical and nutritional needs, traveling once weekly to Watertown. The transportation program is primarily for seniors with disabilities, older adults and low income individuals within the community. The Paynter Center is a non-profit organization that operates almost entirely on donations at this time, although they do have a contract with the Jefferson County Office for the Aging to provide some funds for the transport of their senior population. There are plans in the future to seek funding through the Section 5310 program for a new bus.

River Hospital

Contact: Cynthia Nelson

Address: 4 Fuller Street, Alexandria Bay, NY 13607

Phone: 315-482-1135

Fax: 315-482-4981

Email: cnelson@riverhospital.org

Website: www.riverhospital.org

River Hospital is an acute care hospital located in Alexandria Bay, New York, they also have an Adult Day Care program and a Skilled Nursing Facility. The Adult Day Care program is a medical model program that promotes individual wellness and provides care for individuals over 18 years old who are in need of special medical care on a daily basis. This program operates five days per week and offers care planning to help the participants remain independent. River Hospital's Skilled Nursing Facility is the home to 27 residents. There are times when it is necessary to transport residents for medical appointments for services not offered at River Hospital. Of the three vehicles owned by River Hospital to provide transportation to its residents and program participants, there is a need to replace two of the handicap accessible buses. This current fleet is used for transporting River Hospital's residents and Adult Day Care program participants within a twenty-five mile radius of the hospital.

River Hospital is a small rural Critical Access Hospital that has very limited resources. Short of fund raising and soliciting donations, grant funding is very important in capital equipment purchases. Specifically, River Hospital would benefit from Section 5310 program funding toward the purchase of a new vehicle with appropriate accessibility for elderly and disabled individuals as there are currently very limited alternatives. In addition, the implementation of a coordinated transportation plan could benefit the residents of this community and improve health care access.

Volunteer Transportation Center

Contact: Donald Drew

Address: 203 North Hamilton Street, Watertown, NY 13601

Phone: 315-788-0422

The Volunteer Transportation Center of Jefferson County began its first transports in 1993 at the request of the Jefferson County Office for the Aging (OFA). It was the necessity of transporting seniors to critically needed appointments that prompted the partnership with OFA and the Volunteer Center in establishing the Senior Transportation Program (STP). Of their five (5) programs, the senior program has the largest number of clients. In 1997, a second program was added and supported by the Association for the Blind and Visually Impaired (AFBVI) in partnership with the eight Lions Clubs in Jefferson County. This program, Project Wings (PW), provides much needed transportation to individuals who are blind or visually impaired. A third program evolved through a grant made possible by the Developmentally Disabled Planning Council entitled Persons with Disabilities (PWD). Individuals with disabilities are provided transportation to non-emergency medical appointments and other critical needs, to achieve inclusion in their communities. Unfortunately, after the second successful year of transports, the grant was not renewed, but the clients had nowhere else to turn. The fourth program, The Other Peoples Transportation Program (OPT), was established to insure that individuals who have no other means of transportation available would receive transportation to

medical and other crucial appointments. In 2005 the VTC was asked by the Renal Dialysis of Northern New York organization to transport three clients from Lewis County. They have continued their conversations to provide this life giving service through a partnership human service organization in Lewis County because of the demand. There is no other type of public transportation other than the Volunteer Transportation Center to provide transportation in Jefferson and Lewis Counties.

In May of 2006, the Volunteer Transportation Center was granted a contract to provide coordination and management of the volunteer drivers from Department of Social Services. This is partially funded by Medicaid and is ongoing.

Volunteers, utilizing their own vehicles, drive people who have no other way to get to the doctor and dentist appointments, dialysis treatments and sometimes just to the drug store or market. The VTC recruits volunteers and matches them with persons in need. The Center works closely with partner organizations such as the Jefferson County Office for the Aging, and the Association for the Blind and Visually Impaired to identify people who need this assistance. Drivers are reimbursed 45 cents per mile. In 2007, the VTC volunteers drove over 400,000 miles to complete requests for transportation, an 26% increase over 2006.

Funds are raised through various fund raising events, with the Annual Chili Cook-off being the primary fund raiser. Other major sources of funding are the United Way of Northern New York and an appeal letter to local citizens and the medical/dental community.

Wilna Champion Transportation Association

Contact: Larry Hall

Address: 222 State Street, Carthage, NY 13619

Phone: (315) 493-3449

The purpose of the Wilna Champion Transportation Association is to provide transportation to the senior citizens and disabled persons living in the Towns of Wilna, Champion and surrounding areas. WCTA is a non-profit organization that operates on a shoestring budget whose main function is to provide ride to the grocery store, pharmacy and doctors office.

Although the WCTA cannot charge a fee for the rides they provide, they are allowed to accept donations. The Jefferson County Office for the Aging provides some funds for the transport of their senior population, however this does not cover all of their client population. All clients are handed an envelope as they board the bus in which they may deposit a donation if they choose. The envelopes are put in a bag when the clients exit the bus and the driver counts the money at the end of the day. No person is ever refused regardless of their ability to pay.

Plan Development Overview

The steps taken to develop this plan are outlined below:

- 1) In 2007, an initial meeting was held involving local human service agencies, local public transportation providers, private & non-profit agencies, County and state agencies. Representatives from the New York State Department of Transportation gave a presentation on the new mandate requiring a Coordinated Plan.
- 2) A follow-up meeting was held in the County Planning Department with all involved agencies. Local strategies for writing and implementing the plan were established. During the meeting a list of other agencies who should be involved was established. Deadlines were given to each of the agencies to write a narrative of their services and submit it to the Planning Department for inclusion in the plan.
- 3) Outreach through phone calls and mailings was done to inform other agencies in the County that may want to be included in the plan. Those interested were asked to send a narrative to the County Planning Department describing their transportation services and needs.
- 4) A draft plan was prepared by the County Planning Department with input from all involved agencies.
- 5) The final plan will be kept on file at the Jefferson County Planning Department and available to all agencies seeking funding through the Federal programs. As requested by the local service providers, the plan will be updated to reflect new needs, services, and coordinated strategies.

Needs Gap Analysis

Note: The following comments regarding mobility service needs were provided by local transportation providers

Introduction

Hundreds of Jefferson County residents are unable to drive themselves, cannot afford any other means of transportation, nor have access to adequate public transportation, and are essentially home bound. Public transportation is very limited in Jefferson County other than in the City of Watertown.

Lack of transportation for mobility purposes has historically been a problem throughout most of Jefferson County given its rural nature. This creates challenges for many of the providers. Implementing coordinated transportation routes would aid to serve the senior and disabled residents throughout the community by offering regular reliable means of transportation for the area residents to access medical care and daily personal needs.

Analysis

With the recent expansion of Fort Drum and the population growth in the area, Citibus, the only mass transit provider in the County, is currently working with local officials exploring the needs and costs of expanding their current transit operations. The City of Watertown planner and CitiBus Transit Supervisor have met with planners at Fort Drum and are currently working with a number of other agencies in outlining the needs for regional transportation. One focus will be the coordination of mobility services without overlapping other agency's service areas.

Numerous affordable housing and commercial developments are currently under construction outside of the current CitiBus routes, therefore partnering with surrounding Towns would give hope to providing affordable mobility to these new service areas.

Likewise, in assessing the transportation needs of the Jefferson Rehabilitation Center it was determined that there are unmet needs of the population that is served by JRC. However, given the current resources available to the agency, they are only able to fulfill the pre-determined need for people with disabilities living either independently or in a JRC community residential site and all attending JRC programs. That is, they can only transport the people they serve to and from three daytime program sites on Gaffney Drive, VanDuzee St., and W. Main St, in the City of Watertown.

However, there is a fairly large population of the people JRC serves who are finding it quite difficult to find transportation to fit their needs. These people live throughout Jefferson County and are trying to get transportation to Fort Drum and other points of the County. These groups of people with disabilities who work in competitive employment within our community are experiencing great difficulty in obtaining transportation outside the city limits to get to work, appointments, and shopping. There is a historic and ongoing problem of a lack of transportation from all points of the County. There is a need not only during day time hours, but also for expanding evening, overnight, and weekend hours. Currently, JRC can document an average of 13 people utilizing cabs for their daily transportation needs, which is financially difficult for them. Although it is difficult to determine exact numbers, JRC is aware of many perspective employment opportunities that have been lost due to transportation limitations.

Jefferson County has over 266 miles of shoreline, making it a popular destination for summer residents. These residents often come from outside of the County, and many of them bring with them individuals that attend JRC or senior programs while they are here. Thus, the number of individuals requiring rides greatly increases during the summer season. Likewise, many of the individuals living in Jefferson County may have summer residences along the lake or river, which changes pre-determined routes that agencies may already have.

The Jefferson County Department of Social Services is currently working to streamline their transportation process with the use of their new transportation call center. They have now moved into Phase III of their transportation plan. This involves examining the data which the call center continues to collect on the number and types of rides that are needed. In this data mining process, they will identify efficiencies to reduce cost as well as improve service to the population. This will involve enhancement of the transportation network. One of the areas that they will be studying, for example, is the network's current practice of providing portal-to-portal, on-demand transportation. Despite the rural nature of Jefferson County, in this day and age, this is neither efficient nor realistic. Certainly there are those aged and disabled members of the population who require this level of service; however the identification of corridor routes with respect to recurring transportation, coordination of appointment times with respect to available transportation, and the introduction of schedules and higher occupancy vehicles to accommodate commonly requested medical destinations present promise for system efficiencies. Once enough relevant data has been collected to establish an experience rating, DSS will be able to move forward with their transportation partners on further identification of these efficiencies. The involvement of an outside transportation agent with this level of expertise in data collection and analysis is critical to implementing future positive changes and identifying unmet needs and gaps in service, as well as implementing efficiencies.

Gaps Identified

Limited public transit service areas

Limited transport options for the developmentally disabled for work, healthcare, and commerce needs.

Seasonal changes in transportation needs based on the presence of seasonal residents.

Strategies

Jefferson County is a very rural area. In order to improve transportation access for the entire County's senior, disabled, and lower income populations, preliminary steps for the following strategies should be implemented:

Ride Coordination

The first of the changes would be to coordinate rides between agencies to maximize utilization of existing vehicles and service hours. The most efficient way to do this would be to use the transportation call center that the Department of Social Services is currently using for all of the transportation agencies in the County. Essentially, incorporating the use of the transportation call center currently being used by the Department of Social Services would serve to centralize all requests for mobility transportation. The call center would then assign transportation requests to each agency based on location of the request to ensure the most efficient use of services. In the case where an agency already has a fixed route, requests for pick-ups from the call center could be incorporated into the route without having to send another driver out to that area. By building more flexibility into each agency's current routes, it would provide for the accommodation of more portal-to-portal pick-ups countywide.

Corridor Routes

Likewise, making use of corridor routes, such as those to popular destinations may also help to lessen trip counts. Creating a system whereby a bus travels these popular corridor routes (ex. Interstate 81, US Route 11, etc.) on a scheduled basis may help to get people to common destinations (ex. physicians offices) without making a separate trip for each individual. In conjunction with the corridor route system, a "demand responsive" system could be setup that still allows for portal-to-portal pick-up of individuals, who would then be transported to common areas where they could catch the bus traveling the corridor routes.

Shared Transportation Equipment

Jefferson Rehabilitation Center has also volunteered the use of their spare buses when they are not in use. If another agency can use the buses for routes that are not currently being served, JRC would be willing to loan out a spare bus for use by another agency. Also, the City of Watertown participates in the Federal Spare Bus Program and may have a spare bus available in the coming months. This bus is eligible for use by any non-profit agency that would like to use it to transport seniors or disabled persons.

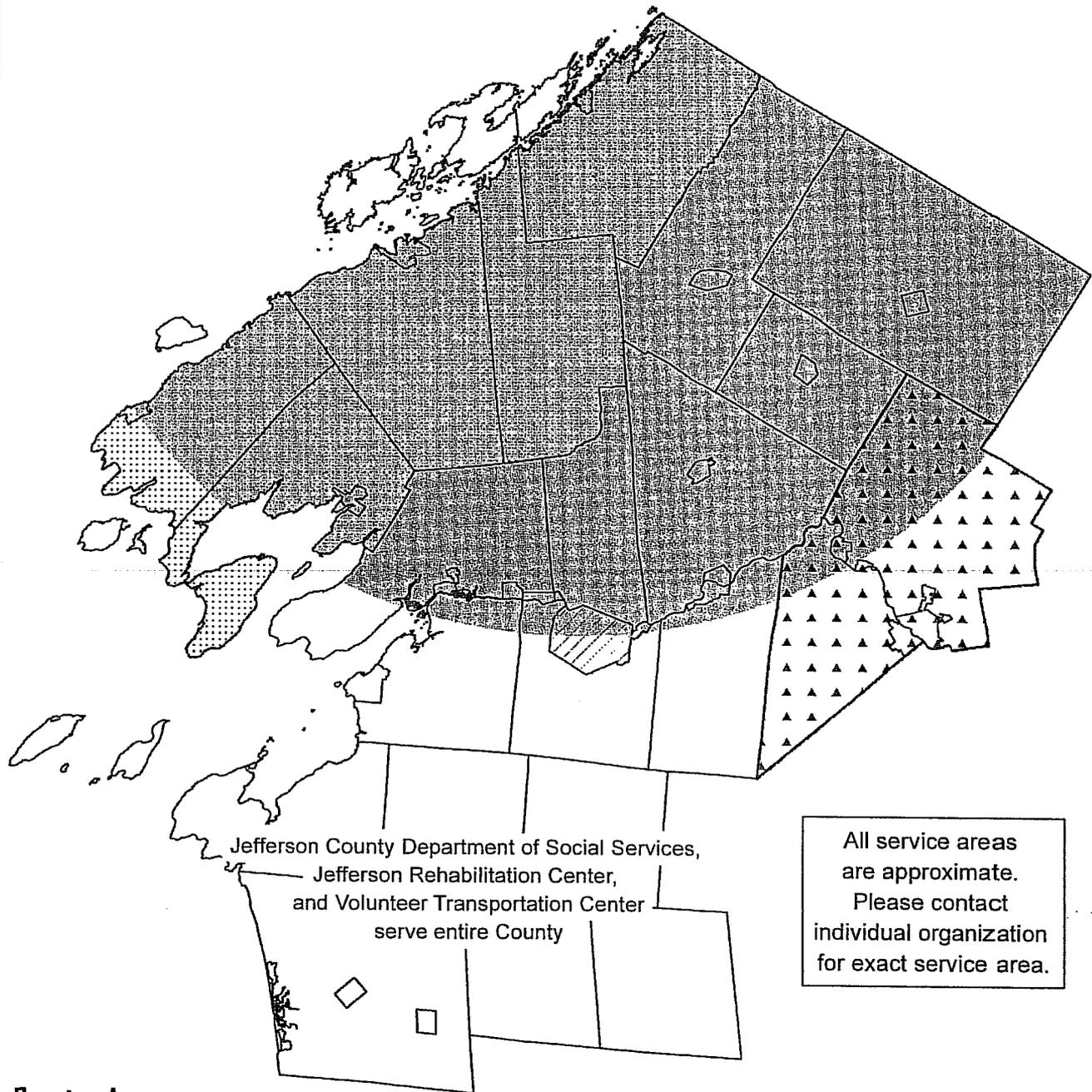
Maximize Hours of Use

Many of the buses currently being used by the non-profit agencies are generally only used during business hours. Therefore, during the idle periods (including evenings and weekends), the organizations could rent the vehicles to other programs serving seniors and persons with disabilities to provide transportation for recreational events, and personal needs (e.g., grocery shopping, hair dresser,

medical appointments). This would serve to maximize the use of existing vehicles as well as providing a broader range of mobility services to these populations.

The following page shows a map of the current routes being served by providers in Jefferson County. Currently, there are three agencies who serve the entire County. By building in these strategies for coordination of services, a more efficient system for mobility transportation can be provided to serve all residents of Jefferson County.

Mobility Transportation Service Areas



Jefferson County Department of Social Services,
 Jefferson Rehabilitation Center,
 and Volunteer Transportation Center
 serve entire County

All service areas
 are approximate.
 Please contact
 individual organization
 for exact service area.

Service Areas

-  CitiBus
-  Paynter Senior Center
-  River Hospital
-  Wilna-Champion Transportation Association



Created by Jefferson County Planning Department
 May 2008

Sources: Jefferson County Coordinated Transportation Plan
 Jefferson County Real Property Tax Services

ATTACHMENT I



Federal Interagency Coordinating Council on Access and Mobility

Vehicle Resource Sharing

FINAL POLICY STATEMENT

Policy:

Federal Executive Order 13330 on Human Service Transportation Coordination directs Federal agencies funding human services transportation services to undertake efforts to reduce transportation service duplication, increase efficient transportation service delivery, and expand transportation access for seniors, persons with disabilities, children, low-income persons and others who cannot afford or readily use automobile transportation. Consistent with this presidential directive, members of the Federal Interagency Coordinating Council on Access and Mobility (CCAM) adopt the following policy statement:

“Member agencies of the Federal Coordinating Council on Access and Mobility resolve that Federally-assisted grantees that have significant involvement in providing resources and engage in transportation should coordinate their resources in order to maximize accessibility and availability of transportation services”.

Background:

Often Federal grantees at the State and local levels restrict transportation services funded by a Federal program to clients or beneficiaries of that Federal program. Some grantees do not permit vehicles and rides to be shared with other federally-assisted program clients or other members of the riding public. Federal grantees may attribute such restrictions to Federal requirements. This view is a misconception of Federal intent. In too many communities, this misconception results in fragmented or unavailable transportation services and unused or underutilized vehicles. Instead, federally assisted community transportation services should be seamless, comprehensive, and accessible to those who rely on them for their lives, needs, and livelihoods.

Purpose:

This policy guidance clarifies that Federal cost principles do not restrict grantees to serving only their own clients. To the contrary, applicable cost principles enable grantees to share the use of their own vehicles if the cost of providing transportation to the community is also shared. This maximizes the

use of all available transportation vehicles and facilitates access for persons with disabilities, persons with low income, children, and senior citizens to community and medical services, employment and training opportunities, and other necessary services. Such arrangements can enhance transportation services by increasing the pool of transportation resources, reducing the amount of time that vehicles are idle, and reducing or eliminating duplication of routes and services in the community.

Applicable Programs:

This policy guidance applies to the programs listed at the end of this document, as well as any other Federal program that allows funds to be used for transportation services. Any specific arrangements would be subject to the rules and policies of participating program(s). This guidance pertains to Federal program grantees that either directly operate transportation services or procure transportation services for or on behalf of their clientele.

Federal Cost Principles Permit Sharing Transportation Services:

A basic rule of appropriations law is that program funds must only be used for the purposes intended. Therefore, if an allowable use of a program's funds includes the provision of transportation services, then that Federal program may share transportation costs with other Federal programs and/or community organizations that also allow funds to be used for transportation services, as long as the programs follow appropriate cost allocation principles. Also, if program policy permits, vehicles acquired by one program may be shared with or used by other Federal programs and/or community organizations to provide transportation services to their benefiting population.¹

Federal agencies are required to have consistent and uniform government-wide policies and procedures for management of Federal grants and cooperative agreements – i.e., a “Common Rule.” Federal agencies are also required to follow uniform cost principles for determining allowable costs found in OMB circulars, the guidance which the Office of Management and Budget (OMB) developed on these matters.

These circulars set forth the standard Federal cost principles for determining allowable costs. For example, the allowability of costs incurred by State, local or federally-recognized Indian tribal governments is determined in accordance with the provisions in OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*. The allowability of costs incurred by non-profit organizations is determined in accordance with the provisions in OMB Circular A-122, *Cost Principles for Nonprofit Organizations*. The allowability of costs incurred by education institutions is determined in accordance with the provisions in OMB Circular A-21, *Cost Principles for Education Institutions*. The OMB Circulars are available at <http://www.whitehouse.gov/omb/circulars/index.html> .

OMB also required Federal agencies that administer grants and cooperative agreements to State, local and Tribal governments to put the uniform standards into their respective regulations. The table below illustrates where in the Code of Federal Regulations (CFR) you may find the uniform management and financial standards for applicable programs by responsible department.

¹ Program funds mean Federal funds. To the extent allowable under the applicable program's statutory and regulatory provisions, program funds also mean any State or local funds used to meet the Federal program's matching or cost-sharing requirement.

Department	Grants Management Common Rule (State & Local Governments)	OMB Circular A-110 (universities & non- profit organizations)
Agriculture	7 CFR 3016	7 CFR 3019
Commerce	15 CFR 24	15 CFR 14
Defense	32 CFR 33	32 CFR 32
Education	34 CFR 80	34 CFR 74
Energy	10 CFR 600	10 CFR 600
Health & Human Services	45 CFR 92	45 CFR 74
Housing & Urban Development	24 CFR 85	24 CFR 84
Interior	43 CFR 12	43 CFR 12
Justice	28 CFR 66	28 CFR 70
Labor	29 CFR 97	29 CFR 95
State	22 CFR 135	22 CFR 145
Transportation	49 CFR 18	49 CFR 19
Treasury	--	--
Veterans Affairs	38 CFR 43	--

OMB established Title 2 of the CFR as the single location where the public can find both OMB guidance for grants and cooperative agreements (subtitle A) and the associated Federal agency implementing regulations (subtitle B). To date, the provisions of OMB Circular A-110 have been codified at 2 CFR Part 215; OMB Circular A-21 at 2 CFR Part 220; OMB Circular A-87 at 2 CFR Part 225; and, OMB Circular A-122 at 2 CFR Part 230. Once the consolidation project has been completed, title 2 of the CFR will serve as a “one stop-shop” for grant policies and governmental guidance on applicable financial principles and single audit policy.

None of the standard financial principles expressed in any of the OMB circulars or associated Federal agency implementing regulations preclude vehicle resource sharing, unless the Federal program’s own statutory or regulatory provisions restrict or prohibit using program funds for transportation services. For example, one common financial rule states the following. “The grantee or sub grantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing that such use will not interfere with the work on the project or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate. Notwithstanding the encouragement to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.”² Hence, this directive clearly signals Federal policy calling for multiple and full use of equipment purchased with grant funds. Grantees may even charge reasonable user fees to

²

Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments, in the regulations shown in column two of the above table. For example, these provisions appear in the Department of Agriculture’s regulation at 7 CFR 3016.32 and in the Department of Health and Human Services’ regulation at 45 CFR 92.32. These provisions also appear in the Uniform Administrative Requirements for Grants and Agreements with Institution of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110) at 2 CFR 215.34.

defray program costs. Program income includes income from fees for services performed and from the use or rental of real or personal property acquired with program grant funds. As a general matter, each program would use its share of the income in accordance with the program's regulations or the terms and conditions of the award

In summary, allowability of costs is determined in accordance with applicable Federal program statutory and regulatory provisions and the cost principles in the OMB Circular that applies to the entity incurring the costs. Federal cost principles allow programs to share costs with other programs and organizations. Program costs must be reasonable, necessary, and allocable. Thus, vehicles and transportation resources may be shared among multiple programs, as long as each program pays its allocated (fair) share of costs in accordance with relative benefits received.

A limited number of Federal block grant programs are exempt from the provisions of the OMB uniform standards and the OMB cost principles circulars. Excluded programs in the U.S. Department of Health and Human Services include the Community Services Block Grant program, the Social Services Block Grant program, the Community Mental Health Services Block Grant program, and the Substance Abuse Prevention and Treatment Block Grant program. The State Community Development Block Grant program under the U.S. Department of Housing and Urban Development (HUD) is also an excluded program. State fiscal policies apply to grantees and their subrecipients under these programs. Unless Federal law or any applicable implementing program regulations restrict or prohibit the use of Federal program funds for transportation services, we believe that it is unlikely that a State's fiscal policies would impede vehicle sharing.

Of course, all recipients (e.g., grantees, subgrantees and subrecipients) of Federal program funds must use the funds in ways that meet all applicable programmatic requirements, together with any limitations, restrictions, or prohibitions.

Possibilities for Meeting Transportation Needs:

- Partner with other program agencies. For example, a program serving the aging population owns and operates shuttle buses that provide transit services for senior citizens in several rural communities. The agency partnered with other programs to expand service to provide transportation for persons with disabilities working in community rehabilitation programs (CRPs), to provide transportation to key employment locations, and to provide Medicaid non-emergency medical transportation. This was done via a cost-sharing arrangement.
- Maximize use. For example, a for-profit organization receiving Federal Head Start funds purchased specially equipped buses to transport children to and from their Head Start facility. Generally, the buses are only used during specific hours of the day. During the idle periods (including evenings and week-ends), the organization rents the vehicles to another program serving seniors and persons with disabilities to provide transportation for recreational events, and personal needs (e.g., grocery shopping, hair dresser, medical appointments). The rental contract includes payment for extra costs incurred, such as expanded insurance coverage and additional fuel expenses. While this extra service is not allowable with Head Start funds, the income generated by the use of the buses during idle periods may be viewed as incidental to the primary use of the buses, as long as such use does not interfere with regular Head Start transportation services.

- Pool resources. For example, a community action and economic development agency, another non-profit organization, and a community mental health center receiving Community Service Block Grant funds, Community Development Block Grant funds, Social Service Block Grant funds, Community Mental Health Block Grant funds and/or Substance Abuse Prevention and Treatment Block Grant funds teamed up with the State agency that administers the Temporary Assistance for Needy Families (TANF) program and the State's Labor Department. Each funding source provided an allocable amount of seed money to start a shuttle operation service in the local service areas with high unemployment and no public transportation services. Each funding source also pays its fair share of allowable ongoing costs in accordance with the benefit received by each party. The operation is based on fixed routes that connect individuals to job and training sites, outpatient mental health services, and substance abuse treatment and counseling services in the area. The operation also provides a feeder service to connect clientele to public transportation that goes into the downtown area.
- Partner with non-profit or other community organizations. For example, several agencies contracted with a local organization that operates a van service to provide door-to-door service for their clientele, transporting them to key places in the area. Such places include hospitals and other medical facilities, child care centers, senior citizen centers, selected employment sites, and prisons for family visitation purposes.
- Engage the business community. For example, various programs within the State's transportation department, labor department, the TANF agency, and agencies that provide community health care and assistance for the aged worked with employers in the area to contribute to the expansion of a local transportation system. The private system provides shuttle service to selected employment sites and curb-to-curb services to CRCs, senior citizen centers, retail centers, community health centers or substance abuse treatment and counseling centers, hospitals and other locations. The service is sustained through a fare-based system, with each agency benefiting from the expanded service subsidizing an allocable portion of the fares for their clientele. This service helps participating employers and their family members, as well as job seekers, dislocated workers, current employees and their family members to have access to a range of services and opportunities.
- Facilitate car-pooling. For example, a local Workforce Investment Board identified clientele with reliable cars living in various locales that they pay to pick-up other people in their area going to the same employment or training site. Participating riders pay a fare to ride. The State's TANF agency and the State's Office for the Aging also participate in the car pooling activity by defraying a portion of the fare for their riders. These other agencies also help to expand the available cars in different locales by paying for necessary car repairs and insurance cost for their share of participants.
- Arrange ride sharing. For example, an agency that receives program funds to assist elderly individuals purchased a van to transport their clientele to medical services and other destinations. Other program agencies worked out a financial agreement with this agency to pick up their clients living in the same neighborhoods and take them to and from destinations along the van's route.

- **Earn income:** For example, the State's Department of Transportation noticed that some of the shuttle buses that they own have been underutilized. The Department of Transportation used three of those shuttle buses to launch a fixed bus route service in areas of the State lacking access to adequate transportation to shopping, work, school, training, medical services, and other daily needs. The bus service is open to the public and fares are charged. Other State agencies, such as the Department of Human Services entered into a Memorandum of Agreement to provide program funds to the Department of Transportation for applicable fare costs for their respective clientele benefiting from the service. The income generated could be used to defray operating costs or for other program purposes, in accordance with the applicable program and administrative rules.

Programs Covered:

The following Federal programs generally allow program funds to be used for transportation services. Nevertheless, you should still check with your program liaison as needed, to determine whether the particular service you would like to provide would be an allowable use of funds. For example, under HUD's Community Block Grant Program, funds may be used to pay for certain transportation services (e.g., fares), but not others (e.g., personal auto repair costs or personal auto insurance).

Department of Transportation

- DOT/Federal Transit Administration (FTA)/Capital Improvement
- DOT/FTA/Elderly and Persons with Disabilities
- DOT/FTA/Job Access Reverse Commute
- DOT/FTA/New Freedom
- DOT/FTA/Non Urbanized Formula (Rural)
- DOT/Urbanized Formula

Department of Education

- ED/Assistance for Education of All Children with Disabilities (Individuals with Disabilities Education Act)

Department of Health and Human Services - Administration for Children and Families (ACF)

- HHS - ACF/Community Services Block Grant Program
- HHS - ACF/Head Start
- HHS - ACF/Social Services Block Grants
- HHS - ACF/State Councils on Developmental Disabilities and Protection & Advocacy Systems
- HHS - ACF/Temporary Assistance for Needy Families
- HHS - ACF/Promoting Safe and Stable Families Program
- HHS - ACF/Development Disabilities Project of National Significance
- HHS - ACF/Refugee and Entrant Assistance Discretionary Grants
- HHS - ACF/Refugee and Entrant Assistance State Administered Programs

HHS – ACF/Refugee and Entrant Assistance Targeted Assistance
HHS – ACF/Refugee and Entrant Assistance Voluntary Agency Programs

HHS-Administration on Aging

HHS – Administration on Aging (AoA)/Grants for Supportive Services and Senior Centers
HHS - AoA/Programs for American Indian, Alaskan Native, and Native Hawaiian Elders

HHS - Centers for Medicare and Medicaid (CMS)

HHS - CMS/Medicaid
HHS – CMS/State Children’s Health Insurance Program

HHS - Health Resources and Services Administration (HRSA)

HHS - HRSA/ Community Health Centers
HHS - HRSA/Healthy Communities Program
HHS - HRSA/HIV Care Formula
HHS - HRSA/Rural Health Care Network
HHS – HRSA/Rural Health Care Outreach Program
HHS – HRSA/Healthy Start Initiative
HHS – HRSA/Maternal and Child Services Grants
HHS – HRSA/Ryan White CARE Act Programs

HHS - Substance Abuse Mental Health Services Administration (SAMHSA)

HHS - SAMHSA/ Community Mental Health Services Block Grant

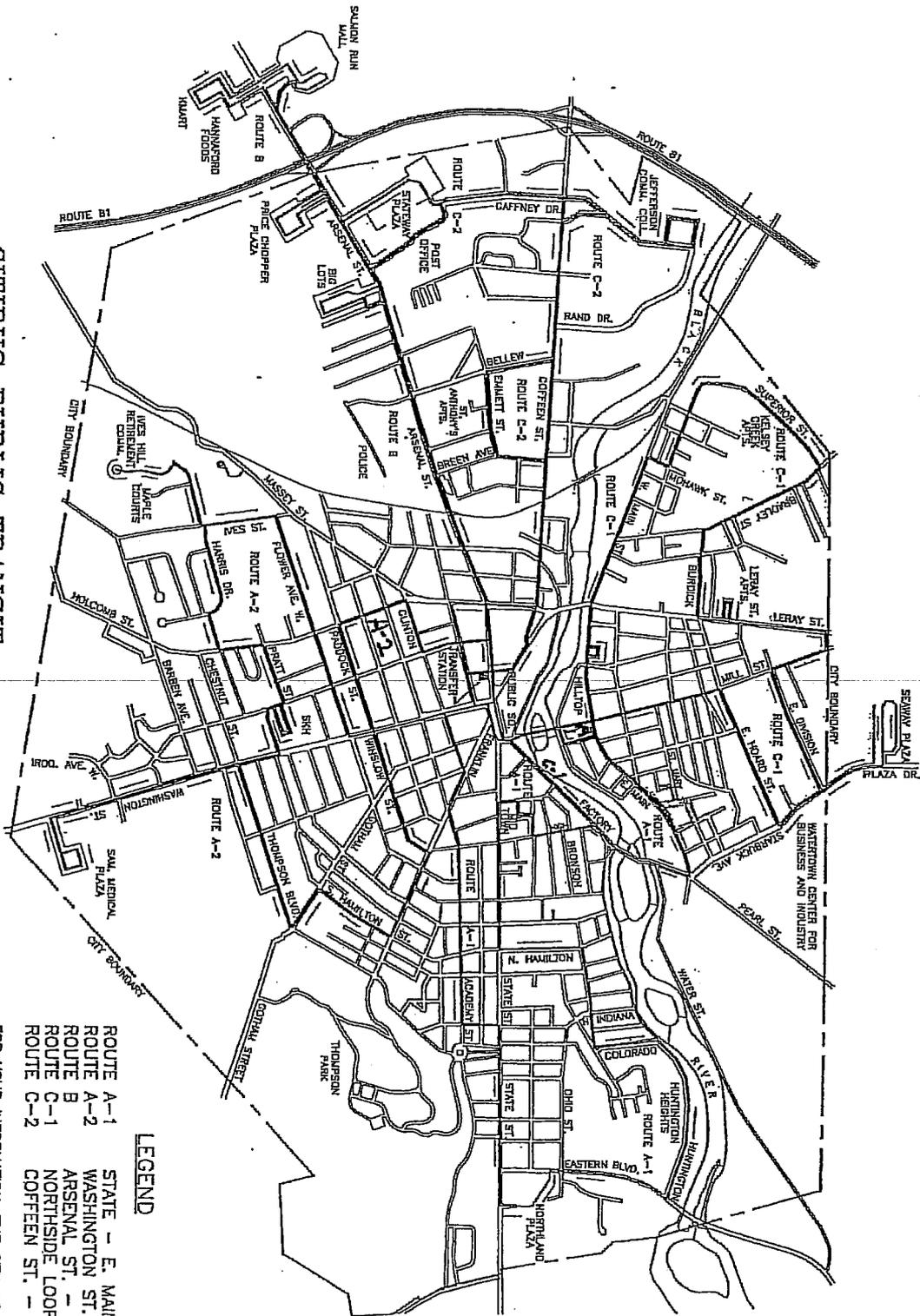
Department of Housing and Urban Development (HUD), Office of Community Planning and Development (OCPD)

HUD - OCPD/Community Development Block Grant
HUD - OCPD/ Housing Opportunities for Persons with AIDS
HUD - OCPD/Supportive Housing Program

Any other Federal program that allows funds to be used for transportation services.

CITYBUS PUBLIC TRANSIT
WATERTOWN, NEW YORK

SYSTEM MAP - FEBRUARY 9, 2007
CALL 785-7772 FOR INFORMATION
WEBSITE: WWW.WATERTOWN-NY.GOV



LEGEND

- ROUTE A-1 STATE - E. MAIN
- ROUTE A-2 WASHINGTON ST.
- ROUTE B ARSENAL ST. - MALL
- ROUTE C-1 NORTHSIDE LOOP
- ROUTE C-2 COFFEEN ST. - JCC

FOR YOUR INFORMATION, THE CITY OF WATERTOWN ALSO OFFERS PARATRANSIT SERVICE FOR OUR DISABLED CUSTOMERS. FOR INFORMATION ON HOW TO BECOME ELIGIBLE FOR THIS SERVICE, PLEASE CALL 788-4019.

TTY USERS: CALL THE NY RELAY CENTER AT 1-800-662-1220.

CITYBUS PUBLIC TRANSIT

BUS SCHEDULE

ROUTE A-1 STATE-E. MAIN

Leave Transfer Sta.	Northland Plaza	Huntington Heights	Lithium Towers	Sycamore Apts	Archie Transfer Sta.
7:00	7:10	7:15	7:20	7:25	7:35
8:20	8:30	8:35	8:40	8:45	8:55
*9:40	9:50	9:55	10:00	10:05	10:15
11:00	11:10	11:15	11:20	11:25	11:35
12:20	12:30	12:35	12:40	12:45	12:55
1:40	1:50	1:55	2:00	2:05	2:15
3:00	3:10	3:15	3:20	3:25	3:35
*4:20	4:30	4:35	4:40	4:45	4:55
5:40	5:50	5:55	6:00	6:05	6:15

ROUTE A-2 WASHINGTON

Leave Transfer Sta.	Weldon Merrill	Stratton Keep	Brook Washington	Franklin Winslow	Archie Transfer Sta.
7:40	7:45	7:50	7:55	8:05	8:15
9:00	9:05	9:10	9:15	9:25	9:35
*10:20	10:25	10:30	10:35	10:45	10:55
11:40	11:45	11:50	11:55	12:05	12:15
1:00	1:05	1:10	1:15	1:25	1:35
2:20	2:25	2:30	2:35	2:45	2:55
3:40	3:45	3:50	3:55	4:05	4:15
*5:00	5:05	5:10	5:15	5:25	5:35

ROUTE B ARSENAL-MALL

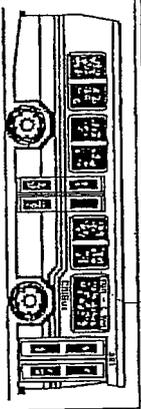
Leave Transfer Sta.	Shannon Hall	Run Front	Huntington Campus	Pine Oaks	Archie Transfer Sta.
7:00	7:10	7:15	7:20	7:25	7:35
7:40	7:50	7:55	8:00	8:05	8:15
8:20	8:30	8:35	8:40	8:45	8:55
9:00	9:10	9:15	9:20	9:25	9:35
*9:40	9:50	9:55	10:00	10:05	10:15
10:20	10:30	10:35	10:40	10:45	10:55
11:00	11:10	11:15	11:20	11:25	11:35
11:40	11:50	11:55	12:00	12:05	12:15
12:20	12:30	12:35	12:40	12:45	12:55
1:00	1:10	1:15	1:20	1:25	1:35
1:40	1:50	1:55	2:00	2:05	2:15
2:20	2:30	2:35	2:40	2:45	2:55
3:00	3:10	3:15	3:20	3:25	3:35
3:40	3:50	3:55	4:00	4:05	4:15
4:20	4:30	4:35	4:40	4:45	4:55
*5:00	5:10	5:15	5:20	5:25	5:35
5:40	5:50	5:55	6:00	6:05	6:15

ROUTE C-1 NORTHSIDE LOOP

Leave Transfer Sta.	Senow Plaza	Leroy Apts.	Kelsey Creek	Steady St.	Archie Transfer Sta.
7:00	7:10	7:15	7:20	7:30	7:35
8:20	8:30	8:35	8:40	8:50	8:55
*9:40	9:50	9:55	10:00	10:10	10:15
11:00	11:10	11:15	11:20	11:30	11:35
12:20	12:30	12:35	12:40	12:50	12:55
1:40	1:50	1:55	2:00	2:10	2:15
3:00	3:10	3:15	3:20	3:30	3:35
*4:20	4:30	4:35	4:40	4:50	4:55
5:40	5:50	5:55	6:00	6:10	6:15

ROUTE C-2 COFFEEN-JCC

Leave Transfer Sta.	Goffen Hill	Well Comm	Staleyway College	Goffen Hill	Archie Transfer Sta.
7:40	7:45	7:50	8:00	8:05	8:15
9:00	9:05	9:10	9:20	9:25	9:35
*10:20	10:25	10:30	10:40	10:45	10:55
11:40	11:45	11:50	12:00	12:05	12:15
1:00	1:05	1:10	1:20	1:25	1:35
2:20	2:25	2:30	2:40	2:45	2:55
3:40	3:45	3:50	4:00	4:05	4:15
*5:00	5:05	5:10	5:20	5:25	5:35



PLEASE NOTE:

For Your Convenience, Buses Stop at Most Intersections Along All Routes. No Bus Service on Sundays, or the Following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

PASSENGER INFORMATION

All Buses are equipped with front wheel-chair lifts, bike racks, and air conditioning. PLEASE have exact fare ready in coin only. Drivers carry no change. PLEASE pay fares as you board the bus. DRIVERS are not allowed to charge fares or accept checks. CHILDREN, when accompanied by an adult: one (1) child under six (6) is allowed to ride for free.

TRANSFERS:

1. Are issued upon request when boarding the bus on route only.
2. Are to be used when transferring to another bus only. They cannot be used to get back on the same bus from which they were issued.
3. Will be accepted at the Arcade only and not on route.
4. Will NOT be issued to persons who board at the Arcade and ride the entire route back to the Arcade. An additional fare will be charged to continue riding on any bus or route.

STROLLERS are to be folded before boarding the bus.
 PROHIBITED - Eating, drinking, smoking, and disruptive behavior.
 PLEASE pull the chimes cord in ample time prior to your stop.
 PLEASE remain seated until the bus comes to a complete stop.
 PLEASE HAVE A SAFE AND PLEASANT TRIP!

FARE INFORMATION

BASE FARE	- \$1.00
CHILDREN'S FARE (1/2 & Under)	- \$.50
STUDENT FARE (With Current Year Photo ID.)	- \$.75
SENIOR/DISABLED (1/2 Fare with Valid Medicare Card)	- \$.50
TRANSFER	NO CHARGE
COUPON BOOKS	
REGULAR: 20 RIDES	- \$18.00

SENIOR CITIZEN & DISABLED: APPLICATION AND VERIFICATION REQUIRED FOR PURCHASE OF: BOOK OF 20 RIDES - \$10.00

October 14, 2009

To: The Honorable Mayor and City Council

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

Subject: Request for Site Plan Approval for the Construction of a 6,000 square foot Restaurant, a 52,601 square foot Hotel, and a 57,190 square foot Hotel Located at VL-2 Gaffney Drive, Parcel No. 8-40-101.007

A request has been submitted by Julian Clark of Plumley Engineering on behalf of Russell and Dawson LLC for the above subject site plan approval.

The Planning Board reviewed the request at its September 1, 2009, meeting and adopted a motion recommending that the City Council approve the site plan with the conditions listed in the Resolution. Attached is a copy of the report prepared for the Planning Board and an excerpt from its Minutes.

A revised site plan that addresses several of the conditions recommended by the Planning and Engineering Departments was submitted to the City Engineer on September 1, 2009. A copy of that plan was included in each City Council Member's agenda package for the September 8, 2009, City Council meeting.

It was determined that the project is a Type I action as defined by the regulations promulgated pursuant to the State Environmental Quality Review Act. A full Environmental Assessment Form was prepared and a coordinated review was initiated on September 15, 2009. The EAF was sent to the New York State Department of Environmental Conservation and Department of Health. The comment period expires on October 15, 2009. So far, a response has been received from DEC and is attached. There has been no objection to the City Council designating itself as the lead agency for the environmental review. As lead agency, the City Council must respond to the questions in Part 2 and Part 3, if necessary, of the Environmental Assessment Form before it may vote on the Resolution. The State Historic Preservation Office has responded to the applicant that the "...project will have No Impact upon cultural resources in or eligible for inclusion in the State and National Register of Historic Places." A copy of the letter is attached.

The Resolution prepared for City Council consideration establishes the City Council as the lead agency, states that the project will not have a significant negative impact on the environment, and approves the site plan submitted to the City Engineering Department on September 1, 2009, with the conditions recommended by the Planning Board.

RESOLUTION

Page 1 of 2

Approving the Site Plan for the construction of a 6,000 sq. ft. restaurant, a 52,601 sq. ft. hotel, and a 57,190 sq.ft hotel located at VL-2 Gaffney Drive, Parcel Number 8-40-101.007.

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

YEA	NAY

Total

Introduced by

WHEREAS Julian Clark of Plumley Engineering, on behalf of Russell & Dawson, LLC, has made an application for site plan approval, for the construction of a 6,000 sq. ft. restaurant, a 52,601 sq. ft. hotel, and a 57,190 sq.ft hotel located at VL-2 Gaffney Drive, Parcel Number 8-40-101.007, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on September 1, 2009 and recommended that the City Council of the City of Watertown approve the site plan, contingent upon the following:

1. The restaurant entrance to be changed from 24 feet to 30 feet wide.
2. A railing to be placed on the north side of the property along the retaining wall.
3. The hydrants to be added as per Fire Prevention standards.
4. Change JB-2 to a storm sewer manhole and provide associated detail.
5. Submit a revised photometric plan for the property.

And,

WHEREAS the City Council has determined that the proposed project is a Type 1 action pursuant to the State Environmental Quality Review Act (SEQRA) and the regulation promulgated pursuant to it, and a coordinated review has been initiated with other potential Involved Agencies, and

WHEREAS no objection has been received from any Involved Agency to the City Council acting as the Lead Agency, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby declares that the proposed project constitutes a Type 1 Action for the purposes of SEQRA, establishes itself as Lead Agency and determines that the project, as proposed, will not have a significant effect on the environment, and

RESOLUTION

Page 2 of 2

Approving the Site Plan for the construction of a 6,000 sq. ft. restaurant, a 52,601 sq. ft. hotel, and a 57,190 sq.ft hotel located at VL-2 Gaffney Drive, Parcel Number 8-40-101.007.

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

Total

YEA	NAY

BE IT FURTHER RESOLVED that site plan approval is hereby granted to Julian Clark of Plumley Engineering, on behalf of Russell & Dawson, LLC, for the construction of a 6,000 sq. ft. restaurant, a 52,601 sq. ft. hotel, and a 57,190 sq. ft hotel located at VL-2 Gaffney Drive, Parcel Number 8-40-101.007, as shown on the revised site plan submitted to the City Engineer on September 1, 2009, with the conditions recommended by the Planning Board and

BE IT FURTHER RESOLVED that it is an express condition of this site plan approval that the applicant provide the City Engineer with sufficient copies of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Codes Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan which, in the opinion of the City Engineer, would require Amended Site Plan approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Codes Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval.

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, Planning Board

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

SUBJECT: Site Plan Approval – VL-2 Gaffney Drive *KAM*

DATE: August 24, 2009

Request: Site Plan Approval for VL-2 Gaffney Drive, Parcel Number 08-40-101.007

Applicant: Julian Clark of Plumley Engineering, on behalf of Hemisphere Management

Proposed Use: Hotels and Restaurant

Property Owner: Jefferson Hostels Inc.

Submitted:

Property Survey: Yes	Preliminary Architectural Drawings: Yes
Site Plan: Yes	Preliminary Site Engineering Plans: Yes
Vehicle and Pedestrian Circulation Plan: No	Construction Time Schedule: No
Landscaping and Grading Plan: Yes	Description of Uses, Hours & Traffic Volume: Yes
SEQRA: Unlisted Action	County Planning Board Review Required: No

Zoning Information:

District: Commercial	Maximum Lot Coverage: None
Setback Requirements: None	Buffer Zone Required: 15 feet

Parking: Hotels are required to provide one parking spot for each room or suite plus 10% of the total number of rooms. Hotel number 1 has 106 rooms, so the requirement for parking is 106 spaces plus another 10.6, therefore 117 spaces are required onsite for this hotel. For hotel number 2, there are 118 rooms, so the requirement for parking is 118 spaces plus another 11.8, therefore 130 spaces are required onsite for this hotel. The restaurant is 6,000 square feet and by the zoning ordinance is required to provide 5 spaces for every 1000 square feet. The restaurant is required to have 30 parking spaces onsite. Therefore, a total of 277 are required and 278 are provided, 14 of which are handicapped parking spaces.

Grading, Drainage and Utilities: The applicant should relocate DP-4 away from the existing manhole. They should reconfigure the tie into the existing 24" storm sewer along Gaffney Drive to direct flow in a southeasterly direction and consider adding a second structure along the proposed 24" storm sewer and sliding JB-2 East. The applicant must be aware that all City owned/dedicated structures shall utilize a Kor-N-Seal or equivalent rubber boot pipe connection and grade rings shall be specified in lieu of brick and mortar. They must change JB-2 to a Storm Sewer Manhole and provide associated detail. On Sheet PD (1 of 2), adjacent to CB-18, shows a finished grade 1.24' lower than the BC grade, please clarify this discrepancy. The applicant should also consider culvert grates on the 24" storm sewer end sections. It was also noted that DP-20 has less than 6 inches of cover and should be corrected.

Engineering also noted that the legend depicts Sanitary Sewer w/ Designator with a line and DP-1, however sanitary pipes are labeled as SP, please correct or clarify. It should also be noted that the NYS DEC design standards specify a flow rate for an "Ordinary Restaurant" of 35 GPD/seat, however the Engineering Report calculations depict a flow rate of 15 GPD/15 SF. Please clarify this discrepancy. The applicant should also provide a copy of all submittals sent to NYS DEC for the sanitary sewer extension as well as a detail for the connection of the sanitary lateral to the existing sanitary lateral stubs. It was also noted by Engineering that the gas services will be required to be bored under Gaffney Drive

Lighting: The lighting that is shown on the site plan does not exceed 0.5 cf anywhere off the property line. The photometric plan shows that the lights do not spill onto adjacent properties by more than 0.2 cf and in most areas are either 0 or 0.1 cf.

The applicant should consider adding additional lighting at the entrance from Commerce Park Drive to enhance pedestrian visibility and provide an updated Photometric Plan if lighting is revised.

Landscaping: The Planning Board's Landscaping and Buffer Zone Guidelines recommends a number of different landscaping options to be utilized for site plans. First, the guidelines recommend that a 15' wide landscaped strip be provided adjacent to all public streets. The site plans shows a 28' wide landscaped strip along Gaffney Drive Extension. The plans show the area consisting of grass and large maturing deciduous trees spaced 40' on center. Since there are overhead electric utilities that run parallel with the property line along Gaffney Drive, the proposed trees should be shifted further back from the property line so that future conflicts do not occur as the trees grow. Shifting them back may conflict with the proposed drainage scheme so another option would be to change the tree species to smaller maturing trees spaced 20' on center. The site plan also shows a large setback on Commerce Park Drive that is proposed as a lawn area with large maturing deciduous trees spaced 40' on center.

Interior parking lot trees and landscaping are also recommended and have been provided. Based on the size of the parking lot, (292 spaces) twenty interior parking lot trees are recommended. A total of 25 trees are shown in islands throughout the parking area. In addition, many of the other islands are proposed as landscaped areas and the interior driveways are also lined with numerous trees.

The guidelines recommend an 8' wide landscaped strip around the perimeter of all parking lots. This has been provided in all areas except for along the north property line. In this area, a 12' wide space is shown along with a six foot retaining wall. It may be possible to plant smaller maturing trees along the top of the wall to provide some screening to the neighboring property.

Since the property located to the east of the site is zoned Residence "C", a buffer zone is required along the eastern property line. The applicant has proposed the minimum 15' wide buffer consisting of a 6' high wood stockade fence, deciduous trees spaced 40' on center with shrubs in between the trees. There is also an area where coniferous trees are proposed 12' on center in two staggered rows. Since the area to the east is a significant size residential development, the Planning Board may wish to require the applicant to increase the width of the buffer along this property line. In addition, the guidelines call for trees to be spaced 35' on center not 40' on center when land in a commercial district abuts a residential district.

Other Comments: The City's Fire Department would like an additional access to the restaurant and would like a fire hydrant at each building on the site plan.

The dumpster fence enclosure cannot exceed 6' height and as per Section 310-26.1 of the Zoning Ordinance, the fence in the rear yard of a corner lot cannot exceed 4 feet within 20 feet of the lot line. The applicant should also consider a pedestrian crosswalk path from hotels to restaurant.

No traffic signage is depicted in the plans, the applicant should provide a traffic signage plan and include a stop sign at the Commerce Park Drive entrance. Also the applicant should indicate if it the developer's intent to dedicate the 24" storm sewer, along Gaffney Drive, to the City.

The applicant must provide a copy of all submittals sent to NYS Dept. of Health for the watermain extension. Please see the attached memo from Gary Pilon dated August 24, 2009 that addresses the concerns of the City's Water Department.

Any proposed business signage for the project will not be approved as part of the site plan submission. Any proposed signage will be handled as a separate matter through the Bureau of Code Enforcement.

Final approval for this application will be given by the City Council after a recommendation from the Planning Board.

Summary: The following lists several key issues that should be addressed:

1. The proposed trees along Gaffney Drive Extension should be shifted further back from the property line to avoid future power line conflicts or the tree species should be changed to smaller maturing trees spaced 20' on center.
2. Additional trees along the northern property line should be considered to provide some screening to the neighboring property.
3. An increase in the size of the buffer zone along the eastern property line should be considered to provide more substantial screening for the neighboring residential development.
4. The tree spacing in the buffer zone along the eastern property line should be changed from 40' to 35' on center.
5. Relocate DP-4 around the existing manhole.
6. Reconfigure the tie in to the existing 24" storm sewer along Gaffney Drive to direct flow in a southeasterly direction. Consider adding a second structure along the proposed 24" storm sewer and sliding JB-2 East.
7. All City owned/dedicated structures shall utilize a Kor-N-Seal or equivalent rubber boot pipe connection and grade rings shall be specified in lieu of brick and mortar.

8. Change JB-2 to a Storm Sewer Manhole and provide associated detail.
9. Sheet PD (1 of 2), adjacent to CB-18, depicts a finished grade 1.24' lower than the BC grade. Clarify discrepancy.
10. Consider culvert grates on the 24" storm sewer end sections.
11. Address the concerns in a memo from Gary Pilon, Superintendent of Water, dated August 24, 2009 and construct all water mains to the City's specifications.
12. Legend depicts Sanitary Sewer w/ Designator with a line and DP-1. Sanitary pipes are labeled as SP, etc. please correct or clarify.
13. NYS DEC design standards specify a flow rate for an "Ordinary Restaurant" of 35 GPD/seat. The Engineering Report calculations depict a flow rate of 15 GPD/15 SF. Clarify discrepancy.
14. Provide detail for connection of sanitary lateral to the existing sanitary lateral stubs.
15. Consider adding additional lighting at the entrance from Commerce Park Drive to enhance pedestrian visibility and provide an updated Photometric Plan if lighting is revised.
16. Dumpster Fence enclosure cannot exceed 6' height.
17. Per Section 310-26.1 of the Zoning Ordinance, the fence in the rear yard of a corner lot cannot exceed 4 feet within 20 feet of the lot line.
18. Consider a pedestrian crosswalk path from hotels to restaurant.
19. Provide a traffic signage plan and include a stop sign at the Commerce Park Drive entrance.

cc: Planning Board Members
City Council Members
Robert J. Slye, City Attorney
Justin Wood, Civil Engineer II
Julian Clark, Plumley Engineering, 8232 Loop Road, Baldwinsville, NY 13027

Watertown Water Department

Inter-office Memo

DATE: August 25, 2009

TO: Kurt Hauk, City Engineer
FROM: Gary Pilon, Supt. of Water
SUBJECT: Site Plan Review
Gaffney Drive Hotels

I have reviewed the site plans for the proposed hotels on Gaffney Drive and offer the following comments:

Sheet UP 1 of 4

1. The layout looks fairly straight forward. I believe that the Fire Department will want an additional hydrant located on the east side of the entrance from Commerce Park Drive.
2. I feel that they should give some consideration to relocating the hydrant that they show at the end of the 8" water main to the island to the north of the entrance from Gaffney Drive and relocating the 4" service to hotel 2, slightly. (This is just a suggestion on my part, but may be more palatable to the Fire Department personnel.)
3. They show a 20' easement for the 8" water main on site. This will be a private main unless the property is going to be subdivided for the three businesses, in which case we need to discuss the water main locations with them further.
4. They need to show proposed elevations of top of pipe and bottom of pipe at each water/sewer crossing. This can be done on a "schedule" or with notes on the plan.
5. Plan Notes - # 3 indicates that the 6" pipe to the fire hydrant would be PVC. We don't allow PVC for water mains or service lines.

Sheet UP 2 of 4

1. All references to "Jefferson County Department of Health" should be changed to read "New York State Department of Health".
2. Bedding under the pipe and accessories should be a minimum of 6", not 4" as shown. (See City of Watertown specifications.) This is shown on the Trench Detail and the Elevation for the fire hydrant.
3. Hydrant Detail Note #1 - City of Watertown standard fire hydrant is a Kennedy K81. If the property is to remain as a single property, the mains and hydrants will be private and the owner can utilize any manufacturer of hydrant that meets our specifications. However, if and when repairs or maintenance is required on another

brand of hydrant, the property owner will have to hire a private contractor to work on the hydrant.

4. Note #2 under Hydrant Details indicates that the threads on the hydrant nozzles are "Syracuse Standard Type". This should read National Standard Threads, with a Stortz connection on the pumper nozzle. (Again, see our specifications.)

Note #5 under Hydrant Details specifies that the hydrant and gate boxes be painted yellow. We want the gate boxes painted blue and the hydrants painted orange (Rust-Oleum).

5. Tapping Valve & Sleeve Detail – The City will supply the tapping valve and sleeve and the valve box for the tap. However, the developer or the contractor will be responsible for the cost of materials and labor for the installation.

6. Typical Trench Detail – There should be a minimum of 6" of bedding material under all pipes and structures. NYSDOT Item 304.14, Type 4 crushed stone material is the specified bedding and backfill material, unless the City Engineer approves an alternative.

7. Mechanical Joint Restraint Detail – Mega-lugs should be used on all mechanical joint fittings in addition to thrust blocks, not in lieu of them.

8. Valve and Valve Box Detail – Gate valves MUST be OPEN RIGHT design and gate valve boxes MUST be of the extension type with screw type adjustment.

I believe that I have addressed the majority of concerns on the 4 sheets of Utility Plans. I did not address any of the other sheets and there may be some of the same issues, ie. references to the Jefferson County Department of Health rather than the New York State Department of Health.

The majority of comments result from the engineer not following the City of Watertown's standard specifications. I placed a set of the most current specifications for water main construction in the file folder for reference. The Engineer needs to be sent a copy of the file, which is located on the "J" Drive.

Gary E. Pilon

Gary E. Pilon,
Supt. of Water

cc: Justin Wood, Engineering
Ken Mix, Planning
Jackie Longton, Planning
Shawn McWayne, Code Enforcement

ENGINEERING REPORT

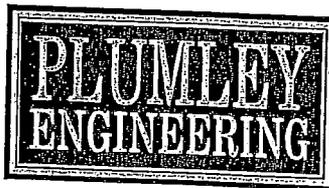
for the

GAFFNEY DRIVE HOTELS
City of Watertown
Jefferson County, New York

Prepared for:

RUSSELL & DAWSON, LLC
330 Roberts Street
East Hartford, Connecticut 06108

Prepared by:



8232 Loop Road
Baldwinsville, New York 13027
(315) 638-8587
Project No. 2009033

August 2009

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PROJECT DESCRIPTION

The proposed Gaffney Drive Hotels project will be located on the 6.95-acre parcel located just southeast of the Gaffney Drive and Faichney Drive intersection in the City of Watertown, Jefferson County, New York.

The project involves clearing, grading and construction activities for a four-story, 118-unit hotel, a three-story, 106-unit hotel, and a future restaurant, along with parking areas and driveways, and the installation of underground utilities. The remaining areas will be landscaped, incorporated into the stormwater management system or left undisturbed.

The property is bordered by Gaffney Drive to the west, a residential development to the east, commercial lots to the south and a gas station to the north. The surrounding area consists primarily of commercial and residential development. To the east of the property is an unnamed tributary to Black River that flows toward the west into Lake Ontario, located approximately 7 miles west of the site.

Public utilities, including water, telephone, electric and natural gas, exist in the area and individual services will be installed to serve the property.

Refer to the *Site Development Drawings* for additional information.

Project Name and Location

Name: Gaffney Drive Hotels

Location: Southeast of Gaffney Drive and Faichney Drive Intersection
VL-2 Gaffney Drive
City of Watertown, Jefferson County, New York
Tax Map No. 08-40-101.007

Project Team

Developer

HEMISPHERE MANAGEMENT
2815 Monroe Avenue
Rochester, New York 14618

Project Engineer

Julian F. Clark, P.E.
PLUMLEY ENGINEERING, P.C.
8232 Loop Road
Baldwinsville, New York 13027

Project Architect

RUSSELL & DAWSON, LLC
330 Roberts Street, Suite 301
East Hartford, Connecticut 06108

Project Surveyor

Douglas J. Reith, L.L.S.
C.N.Y. LAND SURVEYING
2075 Church Road
Baldwinsville, New York 13027

General Contractor

To Be Determined

SANITARY SEWER SUMMARY

The estimated sewage flows to be generated by the development are summarized below:

Hotel #1:	106 rooms @ 120 gpd/room	=	12,720 gpd (8.83 gpm)
Hotel #2:	118 rooms @ 120 gpd/room	=	14,160 gpd (9.83 gpm)
Restaurant:	6,000 square feet @ 15 gpd/15 square feet	=	6,000 gpd (4.17 gpm)
	Total Flow	=	35,630 gpd (24.74 gpm)

gpd gallons per day
gpm gallons per minute

The wastewater will be discharged into the public sewer main along Gaffney Drive, which drains to a lift station on Gaffney Drive across from the project location.

The City is in the process of evaluating the capacity of the lift station and downstream gravity sewer system. Under existing conditions (before the project was proposed), improvements to the gravity system were expected to be needed and the City is in the process of assessing what the improvements will consist of and will then undertake the necessary work.

WATER FLOW AND PRESSURE SUMMARY

The available water flow and pressure is still being accessed, as the proposed connection location has yet to be turned over to the City. The water main along Commerce Park Drive has been installed, but was never dedicated to the City. This process is in the works and additional water data will become available as the dedication process progresses.

STORMWATER MANAGEMENT SUMMARY

Pre-Development Conditions

The existing site is a vacant lot comprised of wood and grass areas. A 25-foot drainage easement crosses the property from east to west along the southern property line. There is also an open drainage channel crossing the southwest corner of the property. The site is relatively flat, with slopes generally between 1 and 5%.

Stormwater from the site follows a path from north to south, discharging into a drainage culvert along the southern property line. The culvert drains southerly then easterly off-site via a drainage pipe network, ultimately discharging to the unnamed tributary.

Developed Conditions

The project will cover approximately 5.0 acres of the property with impervious area, including the hotels, concrete sidewalks, paved driveways and parking lots. Land grading activities will commence over approximately 6.0 acres of the project site. Within the areas of construction, there are no instances where steep slopes are likely to be encountered. In order to prevent any possible erosion impacts, a grading plan has been developed to reduce slopes and provide stability among the soils on-site.

Stormwater Management System

Stormwater will be directed into a stormwater management system via an on-site storm sewer system and overland flow. The stormwater management system will be comprised of a pocket pond. This stormwater management basin provides water quality and quantity control through forebays/micropools, retention/extended detention, storage volumes and outlet control structures. The stormwater management system will discharge into the existing 24-inch diameter drainage pipe leading off-site to the east.

Summary

The collective stormwater management system for the project area is designed as a retention/detention system to satisfy both quality and quantity requirements.

The water quality volume will be treated in a basin as required for a pocket pond, 50% detained and 50% released over 24 hours. The channel protection volume will also be extended over a 24-hour time period. In addition, the peak discharge rate from the 1-year storm into the existing drainage culvert will be reduced from 3.11 to 1.02 cubic feet per second (cfs), which will reduce possible channel erosion issues.

The discharge from the stormwater basin does not exceed the allowable discharge rates off-site for the 1, 10 and 100-year, 24-hour storm events, as established by existing conditions.

A summary of the runoff calculations for the off-site discharges is provided below.

Stormwater Management Criteria	Allowable – Basin E1	Provided Basins D1 and D2
Maximum Discharge from the 1-Year, 24-Hour Storm (cfs)	3.11	1.02
Maximum Discharge from the 10-Year, 24-Hour Storm (cfs)	11.94	7.38
Maximum Discharge from the 100-Year, 24-Hour Storm (cfs)	21.27	17.00

*Provided off-site discharges *after* being routed through the stormwater management facilities.

TRAFFIC SUMMARY

Traffic counts were taken from the ITE Trip-Generation Manual, Version 6, and are summarized below:

	Average Weekday Driveway Volumes	Saturday 24-Hour Driveway Volume	Sunday 24-Hour Driveway Volume
Hotel [106 Rooms]	866	868	631
Hotel [118 Rooms]	964	966	702
Restaurant [High Turnover, Sit-Down]	763	950	791
Total Driveway Volume	2,593	2,784	2,124

Based on initial discussions with the City, a traffic study was not thought to be warranted.

LIGHTING SUMMARY

A photometric plan (LP-1) is provided with the *Site Development Drawings*. The plan shows the foot candle measurements for the site, as well as specifies the light fixture to be provided. The parking lot lights have been positioned and selected to maintain 0 foot candles at the property lines.

LANDSCAPE SUMMARY

A Landscaping Plan (LS 1) is provided with the *Site Development Drawings*. The plan was prepared using the City's Landscaping and Buffer Zone Guidelines. Plant species and spacing was taken from the Guidelines, as well as the need for a 6-foot high wood stockade fence along the eastern property line, which abuts a residential use.

SITE PLAN APPROVAL REQUEST – VL-2 GAFFNEY DRIVE –
PARCEL NO. 08-40-101.007

The next item on the agenda is the Site Plan Approval for VL-2 Gaffney Drive, Parcel No. 08-40-101.007 for the construction of a 52,601 square foot hotel, a 57,190 square foot hotel, and a 6,000 square foot restaurant. Julian Clark from Plumley Engineering, on behalf of Hemisphere Management, was present to discuss this project. Mr. Clark said that they had been in front of the Planning Board with the zone change and subdivision, and were granted approval on those requests. Mr. Clark said they received the memo and have addressed 90% of the concerns and comments that were made. He said that there are two items that may be an issue: the Fire Department's request for an additional entrance into the restaurant might be a problem, and the buffer zone of 15 feet might be difficult to increase due to the size of the lot and the project that is being proposed. Mrs. Freda asked about sidewalks being added and Mr. Clark pointed them out.

Captain DeMar asked about access to the restaurant, and he explained that with only one access to the restaurant, it could be difficult at times in case of an emergency because of a possible accident blocking the one access for fire trucks and rescue vehicles. It was suggested that they widen the entrance from 24 feet to 30 feet to accommodate this request since it was difficult to add another drive. Mrs. Freda asked if the City had seen the revised plans that Mr. Clark brought, and Mr. Clark replied no. Mr. Clark said that there were no "show stoppers" on the list and the majority of them could be met in that plan. Mr. Wood also agreed that most of the issues were minor and could be met fairly easily. Mrs. Freda asked if the new revised plan addresses each issue and asked if he could go through them.

Mr. Clark then reviewed the summary items. The first item, they changed the species of trees on Gaffney Drive to be more suitable for underneath the power lines. The second item, they added trees along the northern property line to help screen the neighboring property. Mrs. Freda asked if there was anything to keep anyone from walking off the retaining wall proposed for the north property line, and Mr. Clark replied no, and the discussion continued on whether or not that wall should be railed. It was determined that the retaining wall, which is 6 feet high, should have a fence or some sort of railing. Mr. Lumbis said that New York State has code requirements as far as the height of retaining walls over 36" high having a fence or guardrail, and they discussed a protective fence for that wall.

The third item is the buffer zone, and Mr. Clark said they would not be able to make that any wider because of site constraints. The fourth item for the landscaping issue is that they decreased the tree spacing in the buffer area to conform to the Planning Board's guidelines. The fifth item is that they relocated DP-4 around the existing manhole. The sixth item is that this concern is met by adding a structure and coming in at an angle. The seventh item is that they will use Kor-n-seal or an equivalent rubber boot pipe connection. The eighth item, which was to change JB-2 to a storm sewer manhole and provide associated detail, was not provided in these plans, but they could provide this at a later date. The ninth item is that they showed an incorrect grade and it was changed. The tenth item is that they added culvert grade to the 24" storm sewer and sections.

The eleventh item is that they addressed all of the Water Superintendent, Gary Pilon's, concerns for water issues and water line. They met with Mr. Pilon to make the appropriate changes. The twelfth item is that they made a correction to the legend in regard to designator with line, and changed it to DP-1 sanitary pipes instead of SP. The thirteenth item was that it was hard to determine how many seats the restaurant would have, so they went with the square footage determination as far as the sanitary flow was concerned. The fourteenth item was that they provided the detail for the connection for the sanitary lateral and the existing sanitary lateral stubs. The fifteenth item is that they added additional lighting at the entrance from Commerce Park Drive to enhance pedestrian visibility, and they will provide an updated photometric plan of the lighting. They changed the height of the fence for the dumpster to 6 feet and also changed the fence to 4 feet for 20' in from the property

ing their visibility on the plan. The eighteenth item was that they added pedestrian crosswalks to the plan. The nineteenth item was that they added a stop sign and stop bars.

Mr. Clark felt they addressed 90%-95% of all the issues. The one remaining item in question, per Captain DeMar, were the fire hydrants, which he felt they should all have fire hydrants. Captain DeMar asked if the buildings had sprinklers, and Mr. Clark replied yes as it is Type II construction and they would revise hydrants with the Fire Department's approval. Mrs. Freda asked about crosswalks, and Captain DeMar discussed the radii for the site plan, commenting that it looked good. Mr. Harris inquired if they should be subdividing the parcels, and Mr. Clark responded that it is the applicant's intention to remain one parcel and provide a private water system. Mr. Mix clarified the fence discussion and said that the street side lot line would have to meet our zoning ordinance with 4 feet for 20 feet in with greater visibility.

Mrs. Freda moved to recommend site plan approval for the construction of a 52,601 square foot hotel, a 57,190 square foot hotel, and a 6,000 square foot restaurant at VL-2 Gaffney Drive, Parcel Number 08-40-101.007 as shown on the revised site plan submitted to the City Engineer's Office on September 1, 2009 with the following conditions:

1. The restaurant entrance to be changed from 24 feet to 30 feet wide.
2. A railing be placed on the north side of the property along the retaining wall.
3. The hydrants to be added as per Fire Prevention standards.
4. Change JB-2 to a storm sewer manhole and provide associated detail.
5. Submit a revised photometric plan for the property.

Mr. Wayte inquired about sewage and whether that was a problem. Mr. Wood replied that it was a separate issue from the site plan approval. Mr. Mix said they were working to come to a conclusion for the water and storm sewer issues were concerned. The motion was seconded by Mr. Harris. All voted in favor.

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project:

Part 1

Part 2

Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- A. The project will not result in any large and important impact(s) and, therefore, is one which **will not** have a significant impact on the environment, therefore **a negative declaration will be prepared.**
- B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore **a CONDITIONED negative declaration will be prepared.***
- C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore **a positive declaration will be prepared.**

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Gaffney Drive Hotels

Name of Action

City of Watertown Planning Board

Name of Lead Agency

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)

PART 1--PROJECT INFORMATION

Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

Name of Action Gaffney Drive Hotels

Location of Action (include Street Address, Municipality and County)

VL-2 Gaffney Drive (Tax Map No. 08-40-101.007)
City of Watertown, Jefferson County

Name of Applicant/Sponsor Hemisphere Management

Address 2815 Monroe Avenue

City / PO Rochester State NY Zip Code 14618

Business Telephone (585) 271-8400

Name of Owner (if different) _____

Address _____

City / PO _____ State _____ Zip Code _____

Business Telephone _____

Description of Action:

Project involves the construction of a 3-story, 106-unit hotel, a 4-story, 118-unit hotel and a 6,000 square foot restaurant, along with roughly 168,000 square feet of associated driveways and parking lots to serve the proposed development.

Please Complete Each Question--Indicate N.A. if not applicable

A. SITE DESCRIPTION

Physical setting of overall project, both developed and undeveloped areas.

1. Present Land Use: Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Other Woods and Brush

2. Total acreage of project area: 6.95 acres.

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	<u>0</u> acres	<u>0</u> acres
Forested	<u>0</u> acres	<u>0</u> acres
Agricultural (Includes orchards, cropland, pasture, etc.)	<u>0</u> acres	<u>0</u> acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	<u>0</u> acres	<u>0</u> acres
Water Surface Area (Stormwater Management Area)	<u>0</u> acres	<u>0.1</u> acres
Unvegetated (Rock, earth or fill)	<u>0</u> acres	<u>0</u> acres
Roads, buildings and other paved surfaces	<u>0</u> acres	<u>4.60</u> acres
Other (Indicate type) <u>Present- Woods and Brush</u>	<u>6.95</u> acres	<u>2.25</u> acres
<u>After Completion- Landscape Areas</u>		

3. What is predominant soil type(s) on project site? Farmington Loam

- a. Soil drainage: Well drained 20 % of site Moderately well drained 60 % of site.
 Poorly drained 20 % of site

b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? N/A acres (see 1 NYCRR 370).

4. Are there bedrock outcroppings on project site? Yes No

a. What is depth to bedrock 5-10 (in feet)

5. Approximate percentage of proposed project site with slopes:

- 0-10% 100 % 10- 15% 0 % 15% or greater 0 %

6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places? Yes No

7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? Yes No

8. What is the depth of the water table? >5 (in feet)

9. Is site located over a primary, principal, or sole source aquifer? Yes No

10. Do hunting, fishing or shell fishing opportunities presently exist in the project area? Yes No

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered? Yes No

According to:

Verification pending from NYSDEC and U.S. Fish & Wildlife

Identify each species:

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?)

Yes No

Describe:

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

Yes No

If yes, explain:

14. Does the present site include scenic views known to be important to the community? Yes No

15. Streams within or contiguous to project area:

Yes, approximately 1,000 feet to the east of the site.

- a. Name of Stream and name of River to which it is tributary

Unnamed Tributary to the Black River

16. Lakes, ponds, wetland areas within or contiguous to project area:

None

- b. Size (in acres):

N/A

17. Is the site served by existing public utilities? Yes No
- a. If YES, does sufficient capacity exist to allow connection? Yes No
- b. If YES, will improvements be necessary to allow connection? Yes No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617? Yes No
20. Has the site ever been used for the disposal of solid or hazardous wastes? Yes No

B. Project Description

1. Physical dimensions and scale of project (fill in dimensions as appropriate).
- a. Total contiguous acreage owned or controlled by project sponsor: 6.95 acres.
- b. Project acreage to be developed: 4.6 acres initially; 5.6 acres ultimately.
- c. Project acreage to remain undeveloped: 1.35 acres.
- d. Length of project, in miles: N/A (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. N/A %
- f. Number of off-street parking spaces existing 0; proposed 292
- g. Maximum vehicular trips generated per hour: 245 (upon completion of project)? Based on ITE Trip Generation, 8th Edition, 2008.
- h. If residential: Number and type of housing units: N/A
- | | One Family | Two Family | Multiple Family | Condominium |
|------------|------------|------------|-----------------|-------------|
| Initially | _____ | _____ | _____ | _____ |
| Ultimately | _____ | _____ | _____ | _____ |
- i. Dimensions (in feet) of largest proposed structure: 46'9" height; 62' width; 295' length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? 295' ft.
2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? <2 tons/cubic yards.
3. Will disturbed areas be reclaimed Yes No N/A
- a. If yes, for what intended purpose is the site being reclaimed?
-
- b. Will topsoil be stockpiled for reclamation? Yes No
- c. Will upper subsoil be stockpiled for reclamation? Yes No
4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? 5.0 acres.

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?

Yes No

6. If single phase project: Anticipated period of construction: _____ months, (including demolition)

7. If multi-phased:

a. Total number of phases anticipated 2 (number)

b. Anticipated date of commencement phase 1: Sep month 2009 year, (including demolition)

c. Approximate completion date of final phase: Aug month 2011 year.

d. Is phase 1 functionally dependent on subsequent phases? Yes No

8. Will blasting occur during construction? Yes No To be determined

9. Number of jobs generated: during construction 15; after project is complete 50

10. Number of jobs eliminated by this project 0.

11. Will project require relocation of any projects or facilities? Yes No

If yes, explain:

12. Is surface liquid waste disposal involved? Yes No

a. If yes, indicate type of waste (sewage, industrial, etc) and amount _____

b. Name of water body into which effluent will be discharged _____

13. Is subsurface liquid waste disposal involved? Yes No Type _____

14. Will surface area of an existing water body increase or decrease by proposal? Yes No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain? Yes No

16. Will the project generate solid waste? Yes No

a. If yes, what is the amount per month? <2 tons

b. If yes, will an existing solid waste facility be used? Yes No 23400 State Route 177

c. If yes, give name DANC SWMF ; location Rodman, NY 13682

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill? Yes No

e. If yes, explain:

17. Will the project involve the disposal of solid waste? Yes No

a. If yes, what is the anticipated rate of disposal? _____ tons/month.

b. If yes, what is the anticipated site life? _____ years.

18. Will project use herbicides or pesticides? Yes No

19. Will project routinely produce odors (more than one hour per day)? Yes No

20. Will project produce operating noise exceeding the local ambient noise levels? Yes No

21. Will project result in an increase in energy use? Yes No

If yes, indicate type(s)

Electric, Gas

22. If water supply is from wells, indicate pumping capacity N/A gallons/minute.

23. Total anticipated water usage per day 35,000 gallons/day.

24. Does project involve Local, State or Federal funding? Yes No

If yes, explain:

25. Approvals Required:

			Type	Submittal Date
City, Town, Village Board	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
City, Town, Village Planning Board	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Site Plan Approval	
City, Town Zoning Board	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
City, County Health Department	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Jefferson County DOH- Water Supply	T.B.D.
Other Local Agencies	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Other Regional Agencies	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
State Agencies	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	NYS DEC- Sewer Main Ext. Approval, SPDES Stormwater Discharge	T.B.D.
Federal Agencies	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Approval	

C. Zoning and Planning Information

1. Does proposed action involve a planning or zoning decision? Yes No

If Yes, indicate decision required:

- | | | | |
|---|---|--|--------------------------------------|
| <input type="checkbox"/> Zoning amendment | <input type="checkbox"/> Zoning variance | <input type="checkbox"/> New/revision of master plan | <input type="checkbox"/> Subdivision |
| <input checked="" type="checkbox"/> Site plan | <input type="checkbox"/> Special use permit | <input type="checkbox"/> Resource management plan | <input type="checkbox"/> Other |

2. What is the zoning classification(s) of the site?

Commercial- Zone Change Approved June 1, 2009

3. What is the maximum potential development of the site if developed as permitted by the present zoning?

N/A

4. What is the proposed zoning of the site?

N/A

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?

N/A

6. Is the proposed action consistent with the recommended uses in adopted local land use plans? Yes No

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?

Residential and Commercial

8. Is the proposed action compatible with adjoining/surrounding land uses with a ¼ mile? Yes No

9. If the proposed action is the subdivision of land, how many lots are proposed? 2- Approved Aug. 4, 2009

a. What is the minimum lot size proposed? 1.23 acres

10. Will proposed action require any authorization(s) for the formation of sewer or water districts? Yes No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?

Yes No

a. If yes, is existing capacity sufficient to handle projected demand? Yes No

12. Will the proposed action result in the generation of traffic significantly above present levels? Yes No

a. If yes, is the existing road network adequate to handle the additional traffic. Yes No

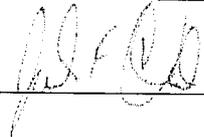
D. Informational Details

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

E. Verification

I certify that the information provided above is true to the best of my knowledge.

Applicant/Sponsor Name Hemisphere Management Date 09/10/09

Signature  JULIAN F. CURRY, P.E. W. RUMLEY ENGINEERING, P.C.
FOR HEMISPHERE MANAGEMENT

Title Project Engineer

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 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

- ! In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable?** The reviewer is not expected to be an expert environmental analyst.
- ! The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.
- ! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- ! The number of examples per question does not indicate the importance of each question.
- ! In identifying impacts, consider long term, short term and cumulative effects.

Instructions (Read carefully)

- a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be **any** impact.
- b. **Maybe** answers should be considered as **Yes** answers.
- c. If answering **Yes** to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.
- d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily **significant**. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

	1	2	3
	Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

Impact on Land

1. Will the Proposed Action result in a physical change to the project site?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction on land where the depth to the water table is less than 3 feet. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction of paved parking area for 1,000 or more vehicles. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction that will continue for more than 1 year or involve more than one phase or stage. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Construction or expansion of a sanitary landfill.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated floodway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

NO YES

• Specific land forms:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

NO YES

Examples that would apply to column 2

• Developable area of site contains a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Dredging more than 100 cubic yards of material from channel of a protected stream.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Extension of utility distribution facilities through a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated freshwater or tidal wetland.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Will Proposed Action affect any non-protected existing or new body of water?

NO YES

Examples that would apply to column 2

• A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction of a body of water that exceeds 10 acres of surface area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

1	2	3	
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change	

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action would change flood water flows | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action may cause substantial erosion. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action is incompatible with existing drainage patterns. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow development in a designated floodway. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON AIR

7. Will Proposed Action affect air quality?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will induce 1,000 or more vehicle trips in any given hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in the incineration of more than 1 ton of refuse per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the amount of land committed to industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the density of industrial development within existing industrial areas. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?

NO YES

Examples that would apply to column 2

• Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?

NO YES

Examples that would apply to column 2

• The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction activity would excavate or compact the soil profile of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)
 NO YES

Examples that would apply to column 2

• Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Project components that will result in the elimination or significant screening of scenic views known to be important to the area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?
 NO YES

Examples that would apply to column 2

• Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Any impact to an archaeological site or fossil bed located within the project site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?

NO YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • The permanent foreclosure of a future recreational opportunity. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • A major reduction of an open space important to the community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?

NO YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • Proposed Action to locate within the CEA? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will result in a reduction in the quantity of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will result in a reduction in the quality of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will impact the use, function or enjoyment of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?
 NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Alteration of present patterns of movement of people and/or goods. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in major traffic problems. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?
 NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?
 NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Blasting within 1,500 feet of a hospital, school or other sensitive facility. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Odors will occur routinely (more than one hour per day). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will remove natural barriers that would act as a noise screen. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will create or eliminate employment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?

NO YES

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3

Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

Instructions (If you need more space, attach additional sheets)

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.
2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).
3. Based on the information available, decide if it is reasonable to conclude that this impact is **important**.

To answer the question of importance, consider:

- ! The probability of the impact occurring
- ! The duration of the impact
- ! Its irreversibility, including permanently lost resources of value
- ! Whether the impact can or will be controlled
- ! The regional consequence of the impact
- ! Its potential divergence from local needs and goals
- ! Whether known objections to the project relate to this impact.

New York State Department of Environmental Conservation

Division of Environmental Permits, Region 6

Dulles State Office Building, 317 Washington Street,

Watertown, New York 13601-3787

Phone: (315) 785-2245 • FAX: (315) 785-2242

Website: www.dec.ny.gov



Alexander B. Grannis
Commissioner

September 23, 2009

Mr. Kenneth A. Mix
Planning and Community
Development Coordinator
City of Watertown
Room 302, Municipal Building
245 Washington Street
Watertown, New York 13601

**RE: SEQRA Lead Agency Coordination
Gaffney Drive Hotels
(C)Watertown, Jefferson County**



Dear Mr. Mix:

I have reviewed the plans, SEQRA Full Environmental Assessment Form (EAF), and the City request for Lead Agency for this proposal. The department agrees that the City of Watertown will be the Lead Agency for the SEQRA process.

I am providing the following department comments on the proposal:

1. It is noted in the Full EAF that a SPDES Permit for Stormwater Discharges will be required for this project. In addition to the requirement to obtain coverage under the state's SPDES General Permit for Stormwater Discharges, if over five acres will be opened at one time, written approval of the Regional Water Engineer will be required. Steve Botsford may be reached at (315) 785-2513.
2. Review of the NYS Office of Parks, Recreation and Historic Preservation data base identified that the project area is archaeologically sensitive.
3. Water Supply approval will be under the authority of the NYS Department of Health.
4. The connection of the three buildings to the City sewer mains is considered a sewer extension and plans must be in accordance with requirements set forth in the Ten States Standards, including profiles of sewer connections. The proposal will require

The department looks forward working with the City in the review of this project. If you have any questions regarding this letter, please call me at your earliest convenience.

Sincerely,

Mark A. Wiggins

Mark A. Wiggins
Environmental Analyst II
Region 6

maw

cc: Ann Rice, Division of Water



**New York State Office of Parks,
Recreation and Historic Preservation**

Historic Preservation Field Services Bureau • Peebles Island, PO Box 189, Waterford, New York 12188-0189

518-237-8643

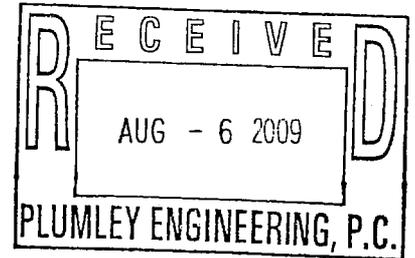
www.nysparks.com

David A. Paterson
Governor

Carol Ash
Commissioner

July 30, 2009

Julian Clark, P.E.
Plumley Engineering, P.C.
8232 Loop Road
Baldwinsville, New York 13027



Re: DEC,DOH
Fairfield Inn Subdivision
Gaffney Drive
City of Watertown, Jefferson County
09PR03626

Dear Mr. Clark:

Thank you for requesting the comments of the Field Services Bureau of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the Field Services Bureau and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the OPRHP's opinion that your project will have No Impact upon cultural resources in or eligible for inclusion in the State and National Register of Historic Places.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

Ruth L. Pierpont
Director

October 19, 2009

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Approving Sale of Spare Bus Program Vehicle, Essex 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.

In December 2008, the City entered into an Agreement with Franklin County for the lease of a bus under this program. The bus was returned to the City in May 2009, when Franklin County received their new transit buses. At the same time, the City and NYSDOT agreed to pass the existing bus owned by the City under this program on to another rural transit provider and asked that the City to accept a 100% grant to purchase a new bus to provide for the continuation of this program.

The New York State Department of Transportation notified the City that due to the extraordinary circumstances surrounding the decision on Friday, October 16, 2009 to close Lake Champlain's Crown Point Bridge, that they would like the City to agree to sell the spare bus to Essex County. This sale will not impact the City's provision of bus services, and the bus will be replaced under the terms of the Grant approved in December 2008.

The State of New York originally purchased this vehicle for Watertown under the spare bus program, and while the City 'owns' the vehicle, the program is designed so that ownership of the vehicle will not be a financial hardship on the municipality. Based on the design of this program and the State's willingness to replace this bus at no cost to the City, it is recommended that the City Council sell this vehicle to Essex County for \$1.00.

A resolution authorizing the sale of this equipment has been prepared for City Council consideration.

Authorizing Sale of Rural Transit System
Backup and Spare Bus, Essex County

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

Total

YEA	NAY

Introduced by

WHEREAS a number of years ago, the New York State Department of Transportation 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 the Federal Section 5311 Rural Transit System Program was 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 has participated in said program by housing one of the backup and spare buses, and

WHEREAS Franklin County, entered into an Agreement with the City to use the spare bus, through December 2009, but the bus was returned to the City in May 2009 following the delivery of their new transit bus, and

WHEREAS the City has been notified that Essex County is in need of a bus, in response to the Friday, October 16, 2009 closing of the Lake Champlain Crown Point Bridge, and

WHEREAS the City does not currently need this bus for its use, and moreover the State has agreed to fund a replacement bus for this same program, and the City Council approved the funding of the new bus on December 1, 2008,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the sale of Shepard Brothers, Custom Fitted, 2003 Ford E-450, 18 seat, adult passenger OGS Type III bus (VIN #1FDXE45F33HA62143) to Essex County, in the amount of \$1.00,

BE IT FURTHER RESOLVED that the City Manager of the City of Watertown is hereby authorized and directed to execute any documents required to accomplish this sale on behalf of the City of Watertown.

Seconded by

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 10-19-09 Ref: PW 069-09
To:	Mary Corriveau, City Manager	
Subject:	Sale of Spare Bus To Essex County	

The purpose of this memorandum is to request authorization to proceed with the sale/transfer of ownership of the City's "Spare Bus" (VIN Number: 1FDXE45F33HA62143), to Essex County in their response to Friday's closing of Lake Champlain's Crown Point Bridge.

Due to the exceptional circumstances and immediate need, the New York State Department of Transportation is taking a lead role in helping to identify and locate the various assets presently available within the State's Rural Transportation Community. To that end we have been asked to participate through the immediate sale of our "Spare Bus" to Essex County with the hope that the formal ownership transfer can be complete within the next five to seven work days.

While initially on contract with Franklin County through December 2009, the City's "Spare Bus" was returned in May following the delivery of their new transit buses. With an odometer reading of 142,996 miles, our unit is described as a Shepard Brothers Inc., Custom Fitted, 2003 FORD E-450, 18 Seat, Adult Passenger OGS Type III Bus. It is presently at our location on Newell Street.

This existing unit is scheduled for retirement and we are currently working with the recently awarded OGS Type III vehicle contract vendor for its replacement. Funding for the replacement unit will come via the Supplemental Grant Agreement #1 in the amount not to exceed \$65,000 which was formally accepted at the Regular Council Meeting of December 1, 2008

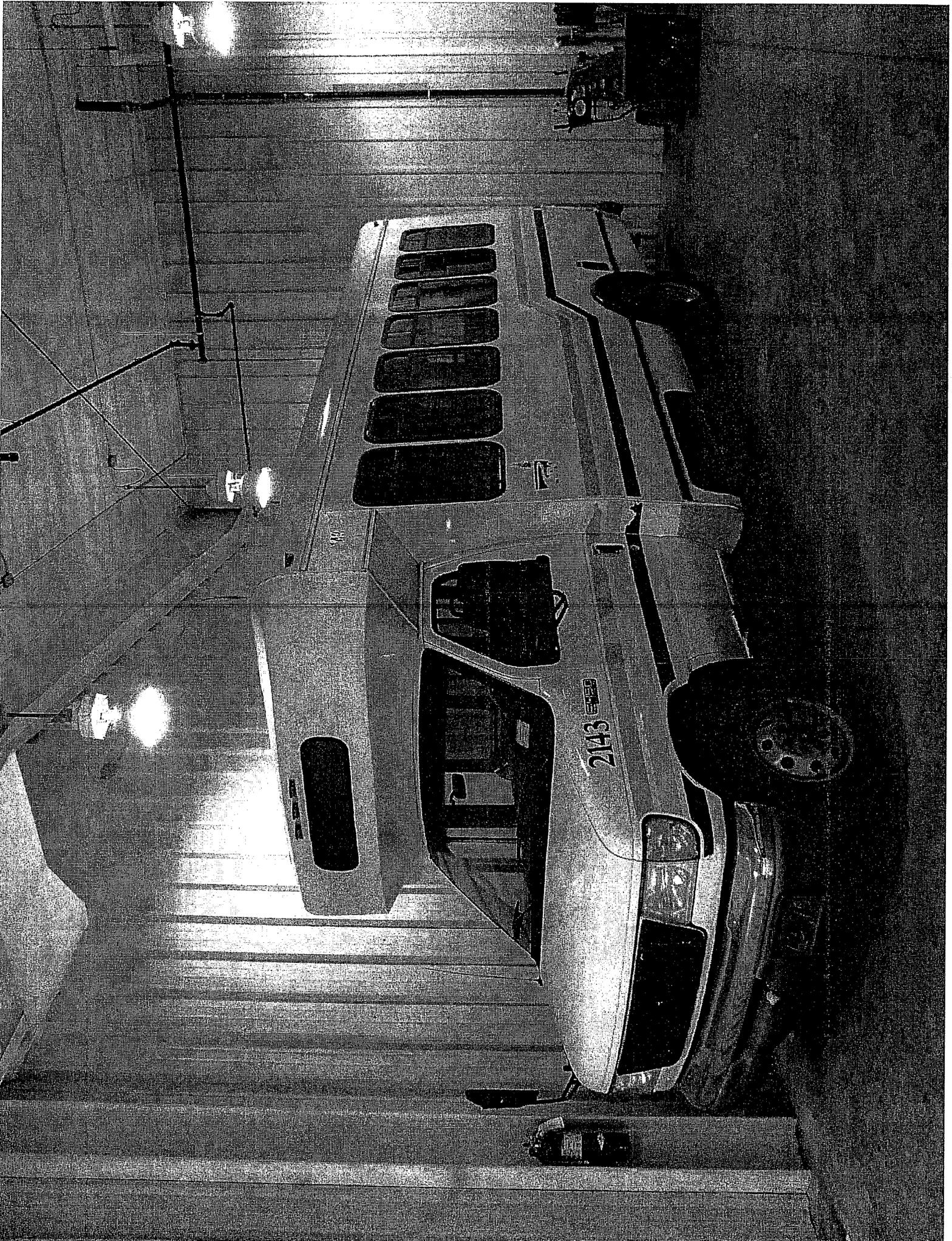
I would suggest a sale price of \$1.00.

Should you have any questions concerning this recommendation, please do not hesitate to contact me at your convenience.

Gene

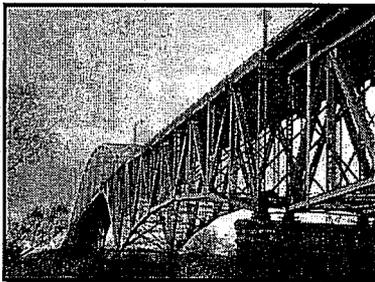
cc: Peter Monaco, Superintendent of Public Works
Kathy Webster, Citibus Transit Supervisor
DPW files:

2003 Spare Bus Program



Paterson promises fast action on Champlain Bridge

By DAN HEATH
Staff Writer



The massive Champlain Bridge connecting New York and Vermont at Crown Point was closed indefinitely by New York State Friday afternoon. File Photo / Press-Republican

The massive Champlain Bridge connecting New York and Vermont at Crown Point was closed indefinitely by New York State Friday afternoon.

File Photo / Press-Republican

ALBANY — Gov. David Paterson promised Sunday that the state would act as quickly as possible to get the Champlain Bridge back in use.

The bridge connecting Crown Point, NY, and Chimney Point, Vt., was closed Friday afternoon after a State Department of Transportation inspection revealed significant erosion of two concrete piers that support the bridge.

"At this time, the Lake Champlain Bridge also known as the Crown Point Bridge — remains closed, and the New York State Department of Transportation is designing repairs and developing a timetable for re-opening," Paterson said in a statement released Sunday by the Governor's Office.

"This emergency closure was necessary for the safety of those who use the bridge, and the action could not be delayed.

"I want to assure North Country residents that we are working as quickly as possible to re-open the bridge, as it is a critical passageway to and from Vermont.

"However, we will not in any way jeopardize the safety of those who use the bridge, and the structural problems must be resolved to ensure that safety."

He said several state agencies will have personnel at the bridge today to help

local residents and businesses deal with the impact of the closing. That includes about 4,000 drivers who use the bridge each day.

The closure means motorists need to use the Fort Ticonderoga Ferry, the Lake Champlain Transportation Co.'s Essex-Charlotte ferry or detour around the southern end of the lake near Whitehall.

Both ferry companies said they are working on plans to increase service.

Traffic on the bridge had been restricted on and off over the summer as the beginning of a \$1 million repair project.

The 2,184-foot-long bridge is scheduled for rehabilitation or replacement in 2013 under part of a bi-state agreement.

The Essex County Board of Supervisors has scheduled a special meeting at 10 a.m. today to "address the emergency situation which has been created by the closure of the Champlain Bridge."

The board is going to ask Paterson to declare a state of emergency, which could result in faster repairs and possible financial aid for people who will have to take daily ferry trips to get to work.

MEMORANDUM

To: Jerry Hiller, City Manager
From: Gene Hayes, Superintendent of Public Works
Date: 29 October 2002
Subject: NYSDOT Spare Bus Program

Jerry:

The City of Watertown has recently been invited to participate in a new public transit initiative that is to be funded under the Federal Section 5311 program and whose purpose is to ensure that there are back-up vehicles readily available for loan or lease to the smaller transit systems when a need arises due to mechanical breakdowns, accidents or other circumstances that take a vehicle out of service for an extended period of time or where there is need for an additional bus while waiting delivery of a new bus. In order to accomplish this, NYSDOT will purchase a small fleet of spare vehicles that will be made available to Section 5311 funded systems when the need arises. The state has formally invited Citibus to participate directly in this program because, in their own words, they "believe Watertown would be an excellent candidate to own, manage and maintain vehicles under this spare bus program."

The specific provisions of the program are:

- The City of Watertown will formally accept the grant offer of up to \$60,000 for the purchase of Type III Transit bus through the NYS OGS contract. There will be no local match involved. The vehicle will be paid for with 100% New York State dedicated funds.
- Funding to pay the incremental cost of insurance, maintenance and other costs involved in owning the vehicle will be provided through the Section 5311 program.
- The City of Watertown will hold title to the new bus and will need to register and insure it during any time it is not being leased to another jurisdiction.

- While the new bus is not intended to be incorporated into our fleet, it should be used frequently enough to keep it in proper working order. As such we will rotate this particular unit with our two existing Type II Para-transit units. This unit will also be available for special use operations such as transporting residents from an apartment complex during a fire or terrorist threat exercise. It could also be used to transport a city delegation or group of elected officials to a point elsewhere in the city, (for instance, we could transport the full Council and Mayor as well as appropriate city staff members on an inspection tour of the properties targeted for demolition.) county or state for inspection purposes or to attend a conference or other educational or other pertinent public service events, etc.
- The vehicle will at all times be available for immediate lease to other rural transit systems requesting it for a period of time to be negotiated between the parties. Any system leasing the vehicle will be required to register and insure if for the period of the lease as well as ensuring that the vehicle is properly maintained. If major maintenance procedures need to be completed while a lessee has possession of the vehicle, the cost is eligible to be reimbursed through the federal Section 5311 program.
- NYSDOT will serve as a clearinghouse for requests to lease this vehicle.

If this program sounds too good to be true you are probably right. However this is the deal that is being offered. Obviously the state is trying to address critical needs within the Rural Transit Program whose member communities do not have the financial resources to maintain spare equipment but whose entire transportation program is placed in jeopardy when faced with a serious equipment breakdown.

Relative to this program:

- Do I think that we have an immediate need this particular unit to be a component of our system? No.
- Do I think that it is a worthwhile program? Absolutely! In fact we have benefited from an earlier program during which Albany was instrumental in helping us obtain the Orion bus from Utica Transit.
- Do I think that we should participate? Absolutely. Over the past several years these people have bent over backwards in support of our program. During that time we have developed an excellent communication with them

evidenced by the funding provided for our five new transit buses, two paratransit buses, proposed passenger transfer site and major capital construction dollars for our joint Transit/Public Works Maintenance Facility at Newell Street. This is our opportunity to show that we are team players and we should step up to the plate and do everything in our power to promote this program.

As such, it is my recommendation that we accept state's offer and that a resolution be prepared whereby the City accept the grant of up to \$60,000 for the purchase of an OGS Type III bus.

Should you have any questions concerning this recommendation to accept this grant offer, please do not hesitate to contact me at your convenience.

cc: Kathy Webster, Transit Supervisor
DPW files:
Spare Transit Bus Program

October 15, 2009

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Bond Ordinance – Hydro Canal Intake Crane

The attached Bond Ordinance was presented to the City Council for consideration at the October 5, 2009 City Council Meeting. Due to a lack of unanimous consent, this Ordinance was laid over under the rules.

The Fiscal Year 2009-10 Capital Budget included a project for purchase and installation of a crane boom and trolley system for the hydro-electric facility intake canal to enhance the power generation potential at an estimated cost of \$325,000. The Capital Budget detailed and the City's five year financial plan is predicated on this purchase being supported through the issuance of serial bonds. Per the City Engineering Department, the current estimate for this project is now \$295,000.

A Bond Ordinance has been prepared for City Council consideration to cover the current estimated project costs detailed below:

Crane boom and trolley system including installation and site preparation	\$ 290,353
Bonding expenses	2,904
Contingency	<u>1,743</u>
Total Bond Ordinance	\$ 295,000

ORDINANCE

Page 1 of 5

An Ordinance Authorizing the Issuance of \$295,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Hydroelectric Facility Equipment, Including a Crane Boom on a Trolley System, for Use at the Hydroelectric Facility, in and for Said City

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

YEA	NAY

Total

Introduced by

Council Member Jeffrey M. Smith

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on October 5, 2009, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by Councilman _____, who moved its adoption, seconded by Councilman _____, to wit:

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital purposes; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

Section 1. To pay the cost of hydroelectric facility equipment, including a crane boom on trolley system, for use at hydroelectric facility, in and for the City of Watertown, Jefferson County, New York, and incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued \$295,000 bonds of said City pursuant to the provisions of the Local Finance Law.

ORDINANCE

Page 2 of 5

An Ordinance Authorizing the Issuance of \$295,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Hydroelectric Facility Equipment, Including a Crane Boom on a Trolley System, for Use at the Hydroelectric Facility, in and for Said City

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

YEA	NAY

Total

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$295,000 and that the plan for the financing thereof is by the issuance of the \$295,000 bonds of said City authorized to be issued pursuant to this bond ordinance.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision twenty-eight of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class shall have a cost of at least \$30,000.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property of said City a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable, as shall be established in proceedings under Section 93 of the City Charter.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Watertown, Jefferson County, New York, by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the City; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any

ORDINANCE

Page 3 of 5

An Ordinance Authorizing the Issuance of \$295,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Hydroelectric Facility Equipment, Including a Crane Boom on a Trolley System, for Use at the Hydroelectric Facility, in and for Said City

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

Total

YEA	NAY

order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

ORDINANCE

Page 4 of 5

An Ordinance Authorizing the Issuance of \$295,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Hydroelectric Facility Equipment, Including a Crane Boom on a Trolley System, for Use at the Hydroelectric Facility, in and for Said City

Council Member BURNS, Roxanne M.
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Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

(2) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This ordinance, which takes effect immediately, shall be published in full in the Watertown Daily Times, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Unanimous consent moved by Councilman _____, seconded by Councilman _____, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____

The ordinance was thereupon declared duly adopted.
* * *

APPROVED BY THE MAYOR
_____, 2009.
Mayor

STATE OF NEW YORK)
) ss.:
COUNTY OF JEFFERSON)

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on October 5, 2009, with the original thereof on file in my office, and that the same is a true and correct transcript

ORDINANCE

Page 5 of 5

An Ordinance Authorizing the Issuance of \$295,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Hydroelectric Facility Equipment, Including a Crane Boom on a Trolley System, for Use at the Hydroelectric Facility, in and for Said City

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

YEA	NAY

Total

therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media	Date Given
-----------------------------------	------------

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Noticed	Date of Posting
--	-----------------

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on October _____, 2009.

 City Clerk
 (CORPORATE SEAL)

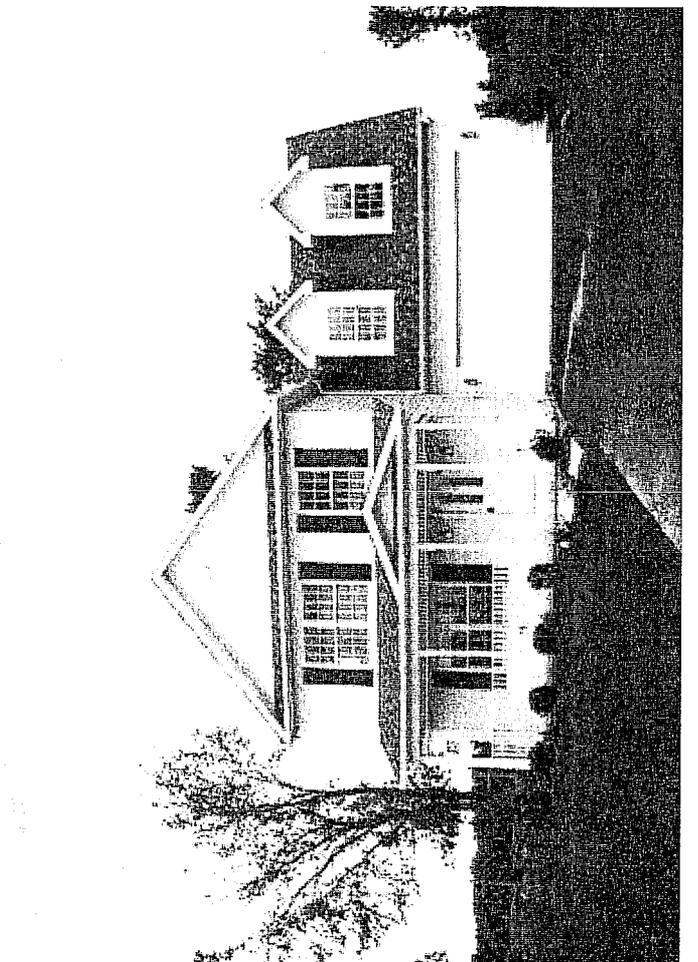
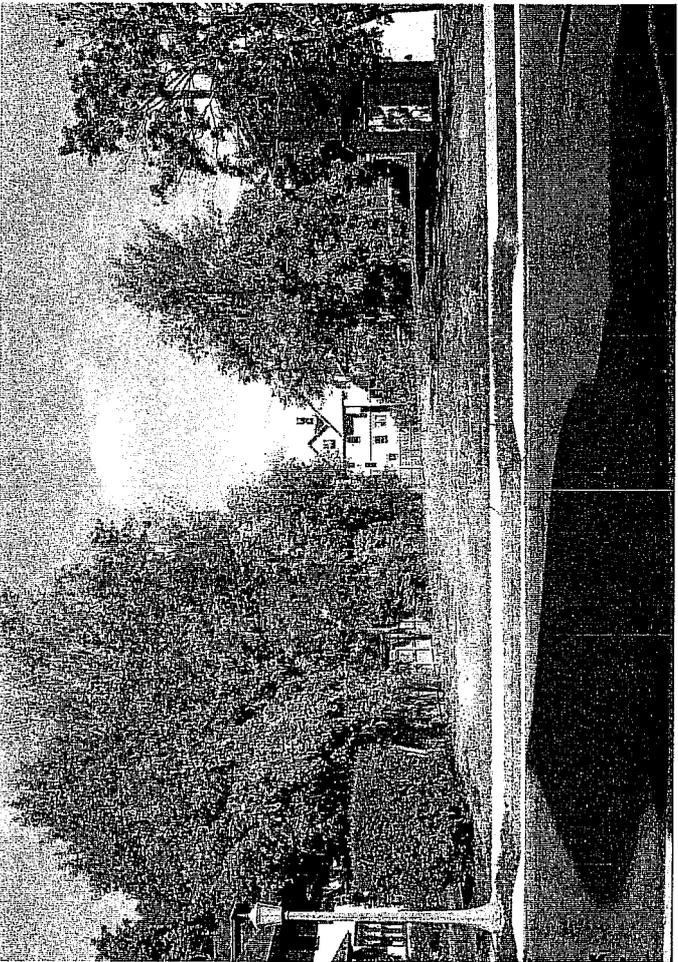
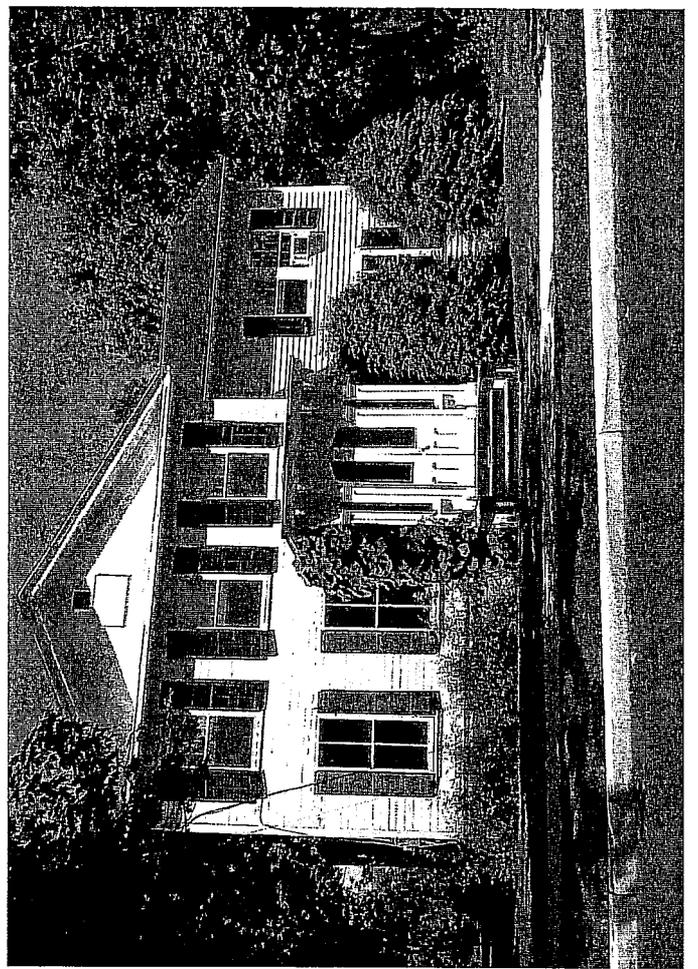
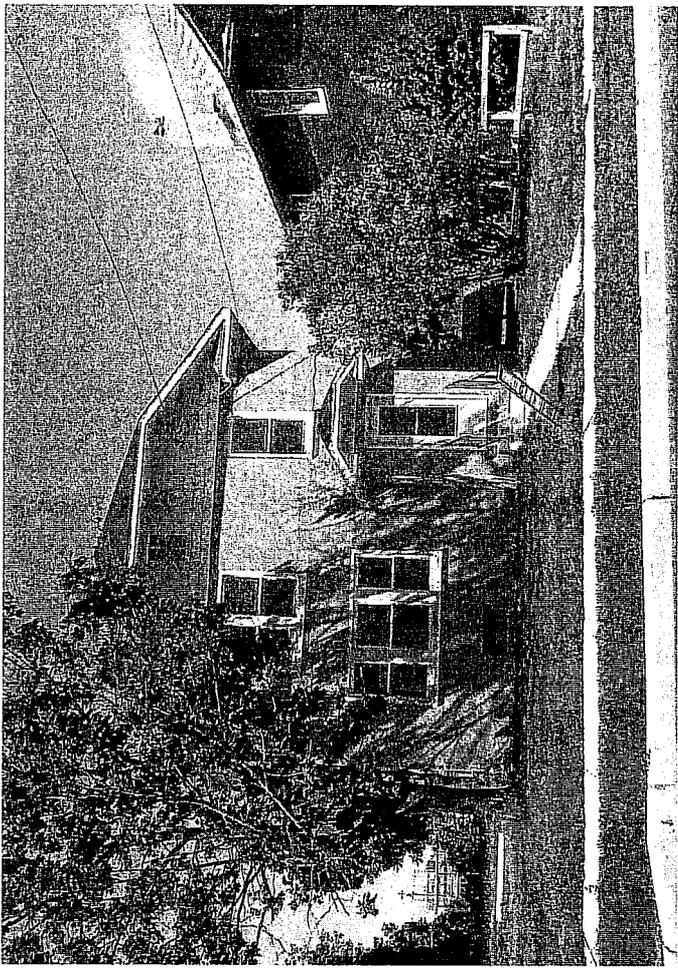
Seconded by Council Member Joseph M. Butler Jr.

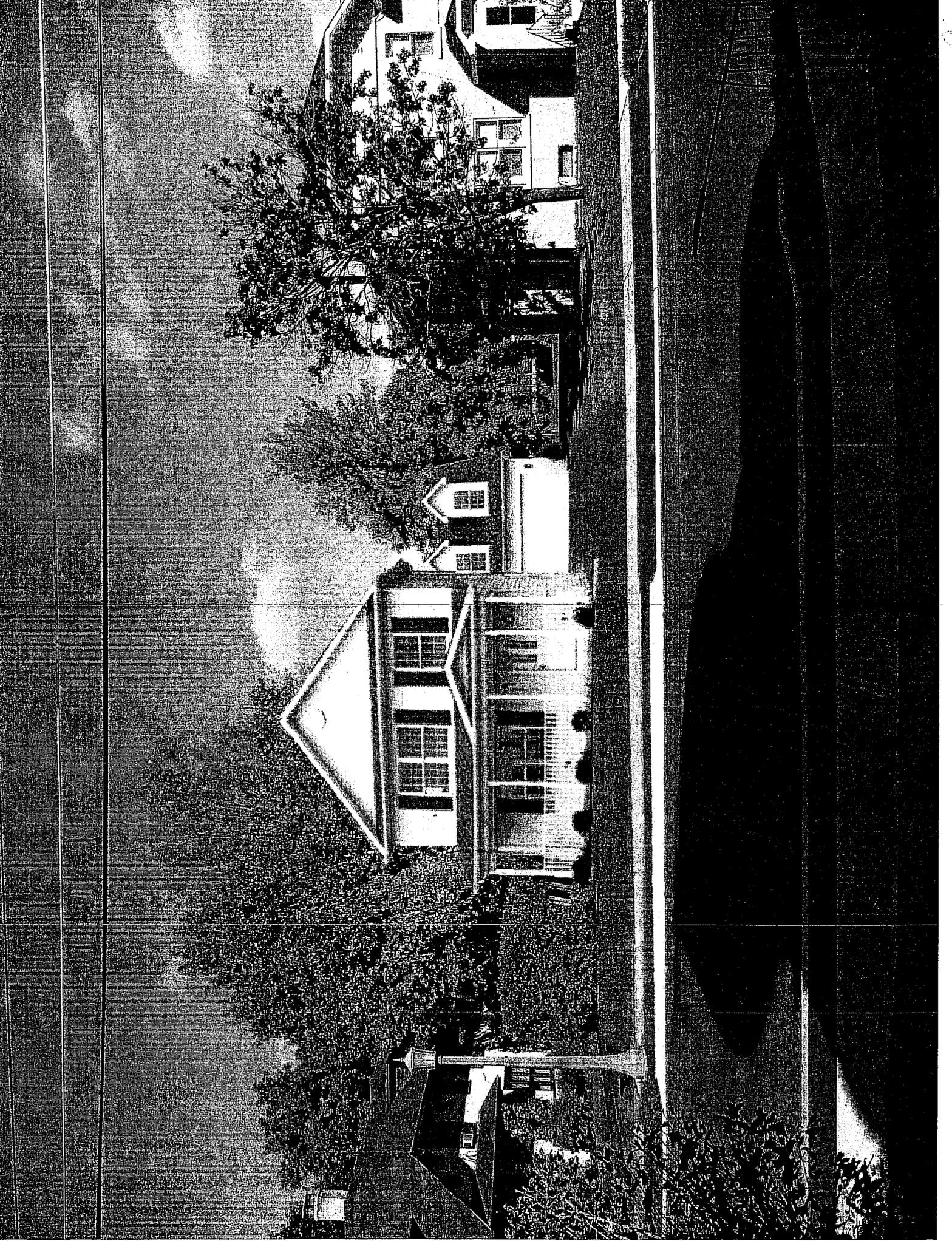
October 15, 2009

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: 122 Ten Eyck Street, Infill House

Over the past couple of weeks, City Staff has been working with the Development Authority of the North Country, the Watertown Local Development Corporation and Neighbors of Watertown on a design for an infill house to be constructed on property located at 122 Ten Eyck Street. The single sheet picture enclosed is a Photoshop of the proposed house on the site. The multiple picture sheet contains pictures of the site as it currently exists, the house to the east of the site, a house across the street from the site and the proposed house at a different location.

All parties are moving forward with this project, and we hope to close on the property before the end of the calendar year and begin construction in the Spring.





October 15, 2009

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Proposed Mid-Year Cut, NYS, AIM Funding

At 1:00 p.m. today Governor Paterson announced a two-year, \$5 billion state deficit reduction plan. As part of his proposal, local assistance payments remaining in the 2009-10 state fiscal year would be reduced by \$1.3 billion. For the City of Watertown, this means our AIM funding for SFY 09-10 would be reduced by 8% and withheld from our remaining aid payments. This amounts to \$407,214 for the City's Fiscal Year 2009-2010. The New York State 2009 – 10 Enacted Budget contained an appropriation of \$5,090,176 for the City of Watertown. If the Governor's proposal is approved, this amount will be reduced to \$4,682,962.

I've attached a report received from NYCOM that details the impact by jurisdiction. As you can see, just under \$67 million will be cut from communities across the State. This mid-year adjustment will have dramatic impacts on these communities who have developed budgets, hired employees and set tax rates based on a commitment from the State. This is happening at the same time that communities are seeing dramatic increases in pension costs and seeing sales tax revenues slide.

We will watch carefully the debates in Albany, and takes steps to position ourselves, should the Governor's proposal be adopted by the Legislature.

Across-the-Board AIM Reduction Against Non-Calendar Year Cities

County	Name	2009-10 Enacted Budget	8.0% Annual Reduction	2009-10 Revised Budget
<u>Big Four Cities</u>				
Erie	BUFFALO	\$169,027,453	(\$13,522,196)	\$155,505,257
Monroe	ROCHESTER	\$92,215,689	(\$7,377,255)	\$84,838,434
Onondaga	SYRACUSE	\$75,084,069	(\$6,006,726)	\$69,077,343
Westchester	YONKERS	\$113,074,558	(\$9,045,965)	\$104,028,593
		\$449,401,769	(\$35,952,142)	\$413,449,627
<u>Other Non-Calendar Year Cities (13)</u>				
Montgomery	AMSTERDAM	\$3,010,137	(\$240,811)	\$2,769,326
Cayuga	AUBURN	\$5,227,801	(\$418,224)	\$4,809,577
Genesee	BATAVIA	\$1,901,664	(\$152,133)	\$1,749,531
Steuben	CORNING	\$1,622,300	(\$129,784)	\$1,492,516
Steuben	HORNELL	\$1,576,892	(\$126,151)	\$1,450,741
Erie	LACKAWANNA	\$6,613,009	(\$529,041)	\$6,083,968
Nassau	LONG BEACH	\$3,404,144	(\$272,332)	\$3,131,812
Cattaraugus	OLEAN	\$2,358,120	(\$188,650)	\$2,169,470
Rensselaer	RENSSELAER	\$1,227,071	(\$98,166)	\$1,128,905
Cattaraugus	SALAMANCA	\$1,008,006	(\$80,640)	\$927,366
Oneida	UTICA	\$16,961,328	(\$1,356,906)	\$15,604,422
Jefferson	WATERTOWN	\$5,090,176	(\$407,214)	\$4,682,962
Westchester	WHITE PLAINS	\$5,896,127	(\$471,690)	\$5,424,437
		\$55,896,775	(\$4,471,742)	\$51,425,033
	TOTAL W/O NYC	\$505,298,544	(\$40,423,883)	\$464,874,660
	NEW YORK CITY	\$327,889,668	(\$26,231,173)	\$301,658,495
	TOTAL	\$833,188,212	(\$66,655,057)	\$766,533,155