

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, April 2, 2018

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, April 2, 2018, 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

PRESENTATION

Playground Discussions

- Erin E. Gardner, Superintendent of Parks and Recreation
- Kara Smith, New York State Department of Health

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Support for Dog Park in Thompson Park
- Resolution No. 2 - Reappointment to the Transportation Commission
- Jennie Adsit
- Resolution No. 3 - Reappointment to the Transportation Commission
- Dawn Mills
- Resolution No. 4 - Approving the 2017-2021 Collective Bargaining Agreement Between the City of Watertown and the Local CSEA Unit 7151-00
- Resolution No. 5 - Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program
- Resolution No. 6 - Approving Agreement for Installation of Highway Lighting for State Highway, Bridge Replacement, PIN 7115.16

- Resolution No.7 - Authorizing Amendment No. 2 of the GHD Engineering Agreement for the Influent Screen Replacement and Grit System Improvements Project
- Resolution No. 8 - Designating the City Manager as the Authorized Representative to Enter Into and Execute the Clean Water Act Grant Through the New York State Lead Service Line Replacement Program
- Resolution No. 9 - Authorizing Public Auction for Sale of City Owned Properties
- Resolution No. 10 - Finding That Changing the Approved Zoning Classification of Parcel Number 5-18-501.000 and Construction of the Proposed Site Plan at the Same Parcel Will Not Have a Significant Impact on the Environment
- Resolution No. 11 - Approving the Site Plan for the Construction of a 14,500 Square-Foot Access Drive and Site Improvements at Rear Hunt Street, Parcel Number 5-18-501.000

ORDINANCES

LOCAL LAW

PUBLIC HEARING

- 7:30 p.m. Ordinance Changing the Approved Zoning Classification of Rear Hunt Street, Parcel Number 5-18-501.000 from Residence B to Residence C

OLD BUSINESS

- Laid Over Under the Rules Ordinance Amending city Municipal Code §293, Vehicles and Traffic
- Tabled Resolution Approving the Site Plan for the Construction of a 2,300 Square-Foot Parking Area at 215 Maywood Terrace, Parcel Number 3-01-201.000

STAFF REPORTS

1. Water Street Vacant Lots
2. Vacant Lots at 79, 80 and 81 Walnut Avenue
3. Request for Abate – 307 Moulton Street
4. Community Development Block Grant (CDBG) Program Year 2018 annual Action Plan - Update
5. NYS Office of the State Comptroller – Fiscal Stress Monitoring System

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Tuesday, April 10, 2018, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
APRIL 16, 2018.**

Res No. 1

March 28, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Support for Dog Park in Thompson Park

At the request of Council Member Horbacz, the attached resolution states Council support for moving forward to develop a dog park in Thompson Park.

Support for Dog Park in
Thompson Park

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown through its Parks and Recreation Department seeks to offer citizens a range of programs, activities and sports to build both body and mind and offer participants a more enjoyable and enriching community, and

WHEREAS many communities across the Nation have established “dog parks” to provide an opportunity for dog owners and their pets to exercise and enjoy dog ownership by providing a convenient and safe off-leash location for canines, and

WHEREAS the City Council of the City of Watertown supports the development and operation of a dog park within Thompson Park at a location to be determined, and

WHEREAS the City Council of the City of Watertown supports the establishment of a committee to identify the best location for such dog park and the inclusion of public opinion in the selection of the location to build the dog park, and

WHEREAS the City Council of the City of Watertown will remain sensitive to the needs/requirements of other facilities in the park, including the Zoo and Thompson Park Golf Club, as well as planned improvements in the park, and

WHEREAS the City Council of the City of Watertown supports the residents who have expressed an interest in paying for it 100% through private fundraising to include design, development, repairs, and future upgrades of the dog park.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown supports the dog park with the conditions outlined above.

Seconded by

Res Nos. 2 and 3

March 28, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Reappointments to the Transportation Commission

The term of the following two individuals on the Transportation Commission has expired and both have expressed an interest in being reappointed:

Jennie Adsit
Dawn Mills

Attached for City Council consideration are resolutions reappointing both to three-year terms, such terms expiring on April 1, 2021.

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission – Jennie Adsit

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2021:

Jennie Adsit
 421 Tilden Street
 Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission - Dawn Mills

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2021:

Dawn Mills
P.O. Box 179
Brownville, NY 13615

Seconded by

Res No. 4

March 21, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Approving the 2017-2021 Collective Bargaining Agreement
Between the City of Watertown and Local CSEA Unit 7151.

Negotiations have concluded between the City of Watertown and CSEA Local Unit 7151, for a successor contract to that which expired on June 30, 2017. CSEA has notified me that the membership supports the Contract. The principal changes to the expiring Contract are listed below:

1. Wages Increases:
 - a. 2.25% + \$550 one-time payment effective July 1, 2017
 - b. 2.25% effective July 1, 2018
 - c. 2% effective July 1, 2019
 - d. .75% effective July 1, 2020

2. Changes in Health Benefits:
 - a. Increase in health insurance deductible effective immediately: From \$200/\$600 to \$225/\$675.
 - b. Increase in prescription co-pays effective July 1, 2018: From 10/\$30/\$50 to \$10/\$35/\$55 and specialty drugs will require a 10% co-insurance.
 - c. Increase in employee contribution effective July 1, 2019: From 13% to 14%. An additional increase to 15% effective July 1, 2020.
 - d. Effective 1/1/2019 an increase in the years of service requirement for retiree health insurance from 10 to 15 years.
 - e. Increase in medical co-pays effective July 1, 2019: From \$15/\$30 to \$17/\$30.

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

Approving the 2017-2021 Collective Bargaining Agreement Between the City of Watertown and the Local CSEA Unit 7151-00

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the 2013-2017 Collective Bargaining Agreement between the City of Watertown and the Local CSEA Unit 7151-00 expired on June 30, 2017, and

WHEREAS negotiations have concluded on a successor Agreement, a copy of which is attached and made a part of this resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the 2017-2021 Collective Bargaining Agreement between the City and the Local CSEA 7151-00, and

BE IT FURTHER RESOLVED that Mayor Joseph M. Butler, Jr. is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown, as well as City Manager Sharon Addison and Human Resource Manager Matthew D. Roy.

Seconded by

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF WATERTOWN

and

CITY OF WATERTOWN UNIT 7151

OF JEFFERSON LOCAL 823

of the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

JULY 1, 2017 – JUNE 30, 2021

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE.....	4
ARTICLE 1 - RECOGNITION.....	5
ARTICLE 2 - GENERAL QUALIFYING CONDITIONS.....	5
ARTICLE 3 - TERM AND SCOPE OF AGREEMENT.....	7
ARTICLE 4 - COMPENSATION.....	7
ARTICLE 5 - ANNUAL LEAVE.....	12
ARTICLE 5 - HOLIDAYS.....	14
ARTICLE 5 - SICK LEAVE.....	14
ARTICLE 5 - BEREAVEMENT LEAVE.....	16
ARTICLE 5 - MATERNITY LEAVE.....	17
ARTICLE 5 - EMERGENCY CLOSING.....	17
ARTICLE 6 - CERTIFICATION FOR PERMANENT APPOINTMENT.....	18
ARTICLE 7 - GRIEVANCE PROCEDURES.....	18
ARTICLE 8 - RETIREMENT.....	20
ARTICLE 9 - SELF INSURANCE PROGRAM.....	21
ARTICLE 10 - SAFETY PROGRAM.....	26
ARTICLE 11 - MISC PROVISIONS.....	26
ARTICLE 12 - DEATH BENEFIT.....	29
ARTICLE 13 - REQUIREMENTS OF STATE LAW.....	30
APPENDIX A - LISTING OF HEAVY EQUIPMENT.....	31

APPENDIX B-SICK LEAVE REVIEW FORM.....32

APPENDIX C-REIMBURSEMENT FOR AUTHORIZED TRAVEL POLICY.....33

PREAMBLE

WHEREAS, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 declares that it is the public policy of the State of New York and the purposes of the Law to promote harmonious and cooperative relationships between government and its employees and to protect the public by government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policies and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employees Relation Board to resolve disputes, and by continuing the prohibition against strikes by public employees and

WHEREAS, the City Council of the City of Watertown, New York, in accordance with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 after determining that the City of Watertown Unit of the Jefferson County Chapter Civil Service Employees Association, Inc. met the basic requirements for recognition under the Act which include, among other factors, a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, by adopting a resolution to this effect on January 8, 1968, and

WHEREAS, collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures, and a contract has been evolved.

RESOLVED that the City Council of Watertown, New York, on behalf of the City of Watertown, New York, hereinafter referred to as the "City," and the City Unit 7151 of the Civil Service Employees Association, Inc., Jefferson Local 823, hereinafter referred to as the "Association" enter into this agreement the ____ day of _____, 2018 as follows:

ARTICLE 1 - RECOGNITION

The City recognizes the CSEA LOCAL 1000, AFSCME, AFL-CIO, City Unit 7151 of the Civil Service Employees Association, Inc., Jefferson Local 823 as the sole and exclusive bargaining agent for and on behalf of all General Employees of the City Unit, exclusive of Police and Fire Personnel, exclusive of employees represented by the International Brotherhood of Electrical Workers (IBEW) Local 1249, and exclusive of those positions as hereinafter defined in Section 10 of Article 2.

ARTICLE 2 - GENERAL QUALIFYING CONDITIONS

- 2.1** The City recognizes that the Association represents a common community of interest among its membership.
- 2.2** The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such deductions. Such payroll deductions shall be remitted to the Civil Service Employees Association, Inc., Capital Station, P.O. Box 7125, Albany, New York 12224, on a payroll period basis.
- 2.3** The City shall extend to the Association the right to membership dues deduction pursuant to Section 208 of Article 14 of the New York State Civil Service Law as long as said Association shall remain the certified bargaining agent for all general employees of the City.
- 2.4** Separate deductions will be made for membership dues, agency shop fees, group life, accident and sickness and supplemental life, dental, and vision insurances will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting the employee's name, social security number and dollar amount deducted for dues, agency shop and for each insurance program. Checks covering the payroll deductions are to be submitted with the deduction information. Checks should be made payable as follows:
- A = Dues/payable to CSEA Inc.
 - B = Group Life/Insurance/payable to Pearl Carroll and Associates, LLC
 - C = Accident & Sickness Insurance/payable to Pearl Carroll and Associates, LLC.
 - D = Supplemental Life Insurance/payable to Pearl Carroll and Associates, LLC.
 - E = Dental and Vision Insurance/payable to CSEA/EBF Inc.
- 2.5**
- 2.5.1** The Association shall be entitled to have deducted from the wage or salaries of employees described in 2.3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed one hundred percent (100%) of the regular membership dues, which represents the employee's pro rata share of expenditures by the Association.

2.5.2 The Association shall be solely responsible for remitting back to the employee his or her pro rata share of membership dues deduction, which represents expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

2.6 The City agrees that the Association shall be the sole and exclusive representative of its membership for the purpose of the Public Employees Fair Employment Act.

2.7 The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist, or participate in such a strike.

2.8 The City agrees that no member of the Association shall be discriminated against, coerced, restrained or influenced in any manner because of his/her membership in the Association or by reason of holding office in the Association.

2.9 No clause or provision of this agreement shall be construed to cause the impairment or waiver of any State Law not applicable to employees who are members of the Association.

2.10

2.10.1 Notwithstanding any other provision, this contract shall not apply to the employees occupying the following positions who are management's representatives: All department, unit and agency heads including, but not limited to:

- Administrative Specialist.
- All Employees in the Office of the City Manager
- All Employees in the Planning Department
- Assistant Superintendent of Parks and Recreation
- Assistant Superintendent of Public Works
- Benefits Administrator
- Chief Wastewater Treatment Plant Operator
- Chief Water Treatment Plant Operator
- City Assessor
- City Clerk
- City Comptroller
- City Engineer
- Civil Engineer I
- Civil Engineer II
- Code Enforcement Supervisor
- Deputy City Comptroller
- Deputy Fire Chief
- Deputy City Clerk
- Executive Secretary to the Civil Service Commission
- Fire Chief
- Human Resource Manager
- Information Technology Manager
- IT Project Manager
- Librarian III

Library Director III
Police Captain
Police Chief
Purchasing Manager
Street and Sewer Maintenance Supervisor
Superintendent of Parks and Recreation
Superintendent of Public Works
Superintendent of Water
Water Distribution System Supervisor

2.10.2 Effective upon the execution of this agreement by both parties, employees occupying these positions, as specified above, must withdraw from full Association membership. Current employees who occupy such positions may, at their option, retain Association membership in the Association for insurance purposes only. New employees appointed to the positions may not enroll in the Association.

2.11 In justice and fairness to the City, all members of the Association will regard themselves as public employees and shall report to work on time, will not leave the job early unless properly relieved, will be prompt in reporting to their duties as assigned and will obey all lawful rules, regulations and orders as established by and for the departments.

ARTICLE 3 - TERM AND SCOPE OF AGREEMENT

3.1 The term of this agreement shall be for the period of July 1, 2017 through June 30, 2021.

3.2 This agreement shall cover all terms and conditions of employment as defined in the *New York State Public Employees Employment Act*. (TAYLOR LAW)

ARTICLE 4 - COMPENSATION

4.1

4.1.1 The City shall continue to provide a pay plan for general employees as established by the resolution of the City Council adopted May 8, 1967 and as subsequently amended. The rate of compensation for positions occupied by general employees shall be as provided in the attached Schedules A,B,C and D

Schedule A reflects a two and one quarter percent (2.25%) increase in grades 6-24 inclusively of the General Employees Pay Plan effective and retroactive to July 1, 2017.

Schedule B reflects a two and one quarter percent (2.25%) increase in grades 6-24 inclusively of the General Employees Pay Plan effective July 1, 2018.

Schedule C reflects a two two percent (2%) increase in grades 6-24 inclusively of the General Employees Pay Plan effective July 1, 2019.

Schedule D reflects a three quarters of one percent (.75%) increase in grades 6-24 inclusively of the General Employees Pay Plan effective July 1, 2020.

Effective upon ratification, employees will receive a one-time payment of \$550. This one-time payment will not be added to the salary schedule.

4.1.2 In addition to the Pay Plans described in 4.1.1 above, the City agrees to continue a Longevity Payment Plan in the following amounts:

4.1.2.1 Beginning at the end of six (6) years of service for the City, a payment of Three Hundred and Fifty Dollars (\$350).

4.1.2.2 Beginning at the end of twelve (12) years of service for the City, a payment of Seven Hundred Dollars (\$700).

4.1.2.3 Beginning at the end of eighteen(18) years of service for the City, a payment of One Thousand and Fifty Dollars (\$1050).

4.1.2.4 Beginning at the end of twenty-five (25) years of service for the City, a payment of One Thousand Four Hundred Dollars (\$1,400). (Effective 7/1/2003)

Amounts paid under the Longevity Pay Plan shall be used in determining the employee's regular rate of pay, as stipulated by the Fair Labor Standards Act.

4.1.3 Employees hired after December 23, 1993, shall not be afforded the benefit of earning longevity payments as specified in Paragraph 4.1.2 of this Section.

4.2

4.2.1 All provisions or allowances for compensatory time shall be eliminated except as provided under 4.2.3.2b & 4.2.3.2c herein.

4.2.2 Pay for work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half. All paid leave, to include vacation, sick and personal leave, bereavement and military reserve time, in accordance with Military Law under Section 242 of the New York State Law, will be considered as time worked when computing overtime. All overtime earned in a pay period shall be paid in the same pay period.

4.2.3 All holiday work shall be observed on the dates set forth in 5.2.

4.2.3.1 All permanent, provisional, or probationary employees will receive eight (8) hours holiday pay at the regular straight time rate. Employees who hold temporary appointments shall not be paid Holiday pay.

4.2.3.2a All employees working overtime will be paid at the rate of time and one-half the regular straight time rate, except for overtime work performed on Sundays and Holidays. Overtime work performed on Sundays will be paid at double the straight time rate.

4.2.3.2b All employees not scheduled to work on a Holiday, but who are called in to work, will receive, in addition to the Holiday Pay referred to in 4.2.3.1 above, one and one-half (1-1/2) times the regular rate for the first eight (8) hours of actual work and double time for work performed over eight (8) hours. In such instances employees shall have the option of taking the holiday pay in either cash or compensatory time at the rate of time and one half. If taken in compensatory time, such time off shall be taken within ninety (90) days of the holiday, provided that manpower strength is sufficient and supervisory approval is obtained.

4.2.3.2c Employees scheduled to work the Holiday will be paid at the regular rate for the first eight (8) hours and double time for any work performed over eight (8) hours, in addition to the Holiday pay referred to in 4.2.3.1 above.

4.2.3.2d For the terms of this contract, the phrase "scheduled to work" will mean notification at least seven (7) calendar days prior to the shift. Any notification of less than seven (7) calendar days will be considered a call-in.

4.3

4.3.1 New Appointments: New appointments shall be made at the A step of the appropriate salary grade to which a class title has been assigned. However, under special conditions and subject to the approval of the City Manager, new appointments may be made in the A, B or C step when such action is determined to be in the best interest of the City.

4.3.2 Annual Increases:

4.3.2.1 Increases within each appropriate salary range shall be made annually effective on the employee's anniversary date on the basis of a full twelve (12) months of work from Step A to Step F, if the work of an employee has been satisfactory for the preceding year as certified by his/her department, agency or unit head.

4.3.2.2 An employee returning from military leave shall be reinstated at the salary level he/she would have attained if he/she had remained in City employment continuously.

4.3.2.3 An employee on leave without pay for more than one (1) month during the preceding year (or the twelve (12) months immediately prior to his/her anniversary date) shall not be eligible for an increase until after completion of the equivalent period on the job.

4.3.3 Promotions and Job Classifications and Reclassifications:

4.3.3.1 Promotions

Promotions shall be made in such manner that the employee involved receives a salary increase of at least one (1) step of his/her grade prior to promotion. In special cases where the amount of increase between the employee's former pay and the new pay is not adequate, the City Manager is authorized to adjust the new pay rate by an additional step.

4.3.3.2 Job Classification and Reclassification

Employees whose positions are changed by job classification action, such as the Watertown Municipal Civil Service Commission's Classification Plan adopted April 22, 1970, and any changes thereto that may subsequently be taken shall:

a. If the pay grade is higher, be assigned to the new grade in such manner as to give the employee the benefit of moving to the equivalent step of the new pay grade.

b. If lower, be assigned to the equivalent step in the lower pay grade, if possible, without reduction in pay.

4.3.4 Transfers:

4.3.4.1 An employee who is transferred from one department, agency or unit to another and continues in the same class title shall continue at the same pay rate.

4.3.4.2 An employee who is transferred from one department, agency or unit to another and assumes duties of another class title of a lower rate of pay shall be reduced to a salary step within the lower pay range.

4.3.5 Demotions:

4.3.5.1 An employee who is demoted shall be reduced to the maximum rate for his/her new classification, or he/she shall continue at the same pay rate, whichever is the lower.

4.3.6 Grade Change:

4.3.6.1 When a pay grade for a class is raised, the employee in the class shall be placed at the step in the new grade which would give him/her a salary increase by moving him/her to his/her equivalent step in the new pay grade.

4.3.6.2 When a pay grade for a class is lowered an employee shall be retained at the same salary but shall not be eligible for subsequent raises if his/her pay is above the maximum for the grade.

4.3.7 Changes in Pay Plan:

4.3.7.1 All changes in amounts of pay grades and assignments of classes to pay grades shall be made by amendment to the pay plan by approval of the City Council.

4.3.7.2 Individual employees who are of the belief that their duties and responsibilities in their positions merit assignment of their positions to higher pay grades than those which presently exist may use the following procedure for an orderly consideration of the merits of the request for assignment to a higher pay grade.

- (a) Any regular permanent employee may request that his/her pay grade be reviewed for consideration of assignment to a higher pay grade at any time except that no more than one such consideration shall be afforded to an employee or a class of positions in a twelve (12) month period.
- (b) The employee who wishes to have his/her pay grade reviewed shall reduce his/her request to writing, preferably typed, with supporting explanation. Reasons must be stated.
- (c) The employee shall submit his/her request to his/her department head.
- (d) The department head shall review the employee's request and give a written recommendation with reasons for the recommendation to the City Manager within five (5) work days of the receipt of the request from the employee.
- (e) The City Manager shall make his/her review of the request, including but not necessarily required, an interview with the individual employee, department heads and others if the City Manager so desires, and shall submit his/her written recommendation, including reasons to the City Council within ten(10) work days of the receipt of the request.
- (f) The City Council shall review in conference the employee's request and City Manager's recommendation. The City Council shall reach its determination to deny or grant the change, or substitute any other change it wishes within ten (10) work days of the receipt of the request.
- (g) The City Council's decision shall be made known to the employee by written letter sent to the employee by the City Manager. If the employee is a member of an association, a copy of the City Council's decision shall be sent to the President of his/her association at the time the individual employee is notified. If a change in pay grade is made by the City Council, it will be made in accordance with all other rules of the Pay Plan. The Pay Plan

change would be made effective the date of the adoption of the Pay Plan Amendment affecting the particular position.

- (h) Nothing herein shall preclude the City Manager from reviewing and advising the City Council on inequities that may exist in the Pay Plan, or from making proposals for changes in the Pay Plan for the City Council's consideration.
- (i) Nothing herein is intended to imply that this is a means for complete review or wholesale changes in the Pay Plan. This rule is to apply for individual situations, and will not be used as a means for wholesale changes.
- (j) Nothing herein shall preclude the City Council's right to amend or change the overall City Pay Plan, or the City Council's right to amend the Pay Plan at anytime that it sees fit.
- (k) The City agrees to provide the President of the Association with a copy of its final decision by the City Council at the time the individual employee is notified.
- (l) Method of Payment:

4.3.7.3 Employees of the City shall be paid biweekly.

4.4 Any employee who is required to work in a position classification which has a higher salary grade than the employee is presently assigned to, shall receive pay at the starting salary of the higher salary grade or the next step above the employee's existing salary at the higher salary grade for all hours worked in the higher classification. Any disputes shall be referred to arbitration as outlined in Article 7.

4.5 The City recognizes the right of employees of the Association to petition to the Municipal Civil Service Commission for reclassification of positions in accordance with Rule XXIII "Classification Plan" of the Civil Service Rules of the City of Watertown, New York.

4.6 When an employee is called in or ordered in to work in an emergency other than normal work hours, said employee shall be paid two (2) hours at one and one-half (1 1/2) their regular straight time rate as a minimum. The maximum shall be governed by the applicable straight time rate, overtime, Sunday or holiday rate, as the case may be. Call-ins during lunch period shall not be included in this Section as long as the employee is given time to eat his/her lunch after the emergency. When such call-in occurs on Sunday, the hourly rate for such call-in shall be at double time. The provisions of this Section shall not be construed as requiring the City to pay call-in pay in the event that an employee is called into work during a two (2) hour period for which an entitlement to call-in pay has already been earned.

4.7 The City and Association agree that individuals working as the wingman on a plow, or on the back of a paver will be paid as a Motor Equipment Operator.

4.8 Jury Duty

4.8.1 Employees shall be granted leave with regular pay and benefits when they are required to report to jury duty during their regularly scheduled duty time. The City will not reimburse employees when they are required to report to jury duty during their regular days off.

4.8.2 An employee must notify his/her immediate supervisor no later than his/her first scheduled shift following the receipt of a notice of selection for jury duty or examination and must provide proof of service to the department head.

- 4.8.3 The City shall have the right to seek a waiver from jury duty on behalf of the employee.
- 4.8.4 Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court.
- 4.8.5 Employees are required to work all available reasonable hours outside those actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule.
- 4.8.6 If the department head or his/her designee determines, in the best interest of the City, that the employee is unable to perform his/her duties as a result of jury duty, he/she may, in his/her sole discretion, excuse the employee from their regular scheduled shift without loss of benefits.

ARTICLE 5 - LEAVES

The following Leave Rules are set for employees of the bargaining unit. The term "working day" as used in these rules shall not include Saturday, Sunday or legal holidays except for shift work.

5.1 ANNUAL LEAVES

- 5.1.1 For employees hired on or prior to December 23, 1993, the City agrees to provide annual leave for City employees who hold provisional, probationary, or permanent appointment as follows:

35 HOURS PER WEEK EMPLOYEES

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
10.50 hours for each month of service	1-3 years inclusive
12.25 hours for each month of service	4-6 years inclusive
14.00 hours for each month of service	7-11 years inclusive
15.75 hours for each month of service	12-17 years inclusive
17.50 hours for each month of service	18 or more years

40 HOURS PER WEEK EMPLOYEES

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
12.00 hours for each month of service	1-3 years inclusive
14.00 hours for each month of service	4-6 years inclusive
16.00 hours for each month of service	7-11 years inclusive
18.00 hours for each month of service	12-17 years inclusive
20.00 hours for each month of service	18 or more years

Effective July 1, 2005, any employee hired after December 23, 1993, shall continue to accrue annual leave in accordance with the following schedule:

35 HOURS PER WEEK EMPLOYEES

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
5.25 hours vacation per month (except January & December which will be 8.75 hours per month)	0-5 years inclusive 70 hours
8.75 hours vacation per month	6-12 years inclusive 105 hours
10.5 hours vacation per month (except January & December which will be 17.5 hours per month)	13-15 years inclusive 140 hours
14 hours vacation per month (except January & December which will be 17.5 hours per month)	16 or more years 175 hours

40 HOURS PER WEEK EMPLOYEES

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
6 hours vacation per month (except January & December which will be 10 hours per month)	0-5 years inclusive 80 hours
10 hours vacation per month	6-12 years inclusive 120 hours
12 hours vacation per month (except January & December which will be 20 hours per month)	13-15 years inclusive 160 hours
16 hours vacation per month (except January & December which will be 20 hours per month)	16 or more years 200 hours

5.1.2 Employees who hold temporary appointments shall not earn annual leave.

5.1.3 An employee may take his/her annual leave with pay at any time after it has been earned, and after his/her first 6 months of employment has been completed, with prior three (3) days notice and under a departmental schedule in such a manner as to maintain service to the public. No employee may take annual leave during this 6 month period except in an extreme emergency as determined by the City Manager. Annual leave earned within a month will be credited to the employee's annual leave balances on the first of the following month. Any vacation request for a duration greater than five (5) work days, requires a two (2) week notice.

- 5.1.4 An employee may use annual leave in one (1) hour increments without prior three day notice at the supervisor's discretion such that the request does not impede the department's ability to fulfill its mission.
- 5.1.5 Employees shall use their annual leave each year in the year earned. However, employees may carry over from one (1) calendar year to the next up to a maximum of ten (10) leave days if they so wish. The City Manager may approve requests for vacation carryover in excess of ten (10) days.
- 5.1.6 Upon retirement, resignation with two (2) weeks written notice to the City, when an employee is separated from City service through no fault of his/her own, or in a case of an employee's death, the employee, or his/her beneficiary in case of his/her death, shall be paid for unused annual leave. Such cash payment may be made on the next regular City payroll in such a manner as not to disrupt administrative pay procedures.
- 5.1.7 The City Manager is authorized to make adjustment in individual cases within the keeping of the general policies on annual leave stated here. He/she is authorized to make such adjustments in order to provide equitable treatment for all employees, and to avoid individual hardship.
- 5.1.8 Employees may use up to three (3) days of annual leave per year in one-half (1/2) day intervals without prior three (3) days notice as long as the request does not impede the department's ability to fulfill its mission. Under this provision, two (2) consecutive days will not be granted.

5.2 HOLIDAYS

City employees shall be entitled to observe legal holidays as listed below:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

When holidays fall on Saturday, employees shall be given time off on the preceding Friday. When holidays fall on Sunday, employees shall be given time off on the following day, Monday.

5.3 SICK LEAVE

- 5.3.1 City employees shall earn one (1) day per month or a fraction thereof of sick leave with pay in accordance with provisions of these rules.
- 5.3.2 Sick leave credits shall be cumulative to a maximum of one hundred eighty (180) working days. Employees who had more than one hundred eighty (180) days on December 23, 1993, will not lose sick leave nor will they earn any additional sick leave until their balance drops below the one hundred eighty (180) day maximum. Sick leave earned within a month will be credited to the employee's sick leave balances on the first of the following month.
- 5.3.3 An employee may use sick leave in one (1) hour increments.

- 5.3.4** Absence on sick leave shall be charged first against unused sick leave credits in an amount not exceeding five (5) days per week and then against vacation time.
- 5.3.5** Sick leave or vacation leave may be used during the 7-day waiting period for a Workers' Compensation injury which requires the employee to be absent from work.
- 5.3.6** In case of an illness/disability which may extend beyond all sick and vacation leave time earned by and available to an employee, the employee shall be granted payments as follows:
- 5.3.6.1** The employee shall have been in full time employment with the City for a minimum of eight (8) weeks to qualify for this benefit. Thereafter, an employee shall receive one (1) week's payment for each week worked (or portion thereof) until a maximum of twenty-six (26) weeks. Employees who have twenty-six (26) weeks or more of full time employment with the City are entitled to receive up to the maximum of twenty-six (26) weeks of payments.
 - 5.3.6.2** There shall be a seven (7) calendar day waiting period from the date that the last leave time was used before payments are made.
 - 5.3.6.3** The City will pay, up to a maximum of twenty-six (26) weeks, a weekly amount equal to that provided by the New York State Disability Benefits Law. [Presently the payment is fifty (50%) percent of the average weekly earnings made in the last eight (8) weeks, with a maximum of \$170.00 per week. (9/14/98)].
 - 5.3.6.4** There shall not be more than one (1) twenty-six (26) week period of payments for the same medical condition that caused the illness/disability.
 - 5.3.6.5** An employee shall not be eligible for more than twenty-six (26) weeks of payment in a fifty-two (52) week consecutive period. Such fifty-two (52) week period shall start with the first day for which the employee receives any payment under this section.
 - 5.3.6.6** Upon request from the City, a physician's certificate shall be provided in accordance with 5.3.9, herein.
- 5.3.7** Accumulated sick leave credits shall not form a basis for granting extra pay or extra vacation because of failure to use accumulative sick leave, but may be consumed only through absence caused by illness.
- 5.3.8** Sick leave is defined to mean absence from duty of an employee because of illness, injury, and/or exposure to a contagious disease or death in the immediate family. Sick leave with pay is not allowed for absence from duty on account of illness, or injury purposely inflicted or caused by willful misconduct. Sick leave shall be allowed for illness or disability caused by pregnancy.
- 5.3.9** In the event a leave of absence for illness is requested, the employee shall make application in writing to the Department Head and/or City Manager. The said application shall be accompanied by a certificate from the attending physician, describing the employee's condition with recommendation regarding the case. On advice of the Department Head, the City Manager may approve the application.
- 5.3.10** If absence for illness or injury extends beyond a period of one (1) week, the employee's salary is to be paid only after a certificate of disability, signed by a licensed physician or designated health official, has been filed with the Department Head or the City Manager. Additional certificates may be required in case of prolonged illness.

- 5.3.11** The Department Head or the City Manager may require a certificate of disability for absence of less than a week before salary is paid.
- 5.3.12** Any employee who claims sick leave must send notice regarding absence to his/her immediate supervisor by the time his/her work is suppose to begin in the department. Failure to do this may preclude any salary payment for such absence from duty.
- 5.3.13** Any employee who fraudulently reports illness in order to secure the benefit of sick leave with pay shall be penalized by losing all rights to sick leave for a period of one (1) year from that date.
- 5.3.14** Employees who become ill or injured while on vacation or about to go on vacation may, upon request, be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating that they are incapacitated must be presented for this provision to be effective.
- 5.3.15** Pursuant to the Family and Medical Leave Act of 1993, (Available Upon Request) eligible employees who request unpaid, job protected family or medical leave of absence must first exhaust all accrued vacation or sick leave.
- 5.3.16** Vacation and sick leave reports must be filed with the City Manager at the beginning of each month by each department head showing the absence from duty during the preceding month of all employees in the department. No correction or revision of the above reports shall be made after thirty (30) days from date of filing without approval of the City Manager's Office.
- 5.3.17** Effective upon ratification, the parties agree to the implementation of the new "annual sick leave review form." The form will also have the following on the form: "By signing the form below this does not mean that I agree with this review it merely means that I received the document. I may choose to write a response below if I choose to do so. I may use additional pages if needed." This form has been included as appendix B to this contract.
- 5.3.18** An employee shall be entitled to use three (3) sick days per year as family sick days for the care of the employee's spouse or child.

5.4 BEREAVEMENT

- 5.4.1** The City agrees to provide up to three (3) days of bereavement leave per death in the immediate family. The City agrees to provide bereavement leave to the employee for actual loss of time from their scheduled work on any of three (3) work days beginning on the day following the date of death.
- 5.4.2** The immediate family is defined as follows: Husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother –in law, father-in-law, brother-in-law, sister-in-law, step-son, step-daughter, grandparents of spouse, step-family within any of the previous listed and legal guardians.

5.4.3 In the event of unusual circumstances, the City Manager may in his/her sole and absolute discretion designate a different day or days, whatever the case may be, for the employee to be on bereavement leave.

5.5 MATERNITY LEAVE

5.5.1 The City agrees to provide that employees who become pregnant may continue working as long as their physician certifies that they can adequately perform the duties of their position. Maternity leave may be granted for a period not to exceed six (6) months at no pay. Employees who become pregnant shall be allowed to use accrued vacation during a non-disability period of maternity leave. A pregnancy-related disability shall be treated in the same manner as any other non-occupational disability in respect to the use of accrued sick leave. A pregnancy-related disability shall be certified by the attending physician prior to the payment of sick leave benefits. Employees who become pregnant and take maternity leave have the right to be reinstated in the position of equivalent pay within six (6) months of the granting of unpaid maternity leave.

5.5.2 The City agrees to provide that an employee who is adopting a child of five (5) years of age or less can be granted a leave of absence for a period not to exceed six (6) months at no pay. In such adoption cases, the employee will be allowed to use accrued vacation before being placed on leave without pay. The employee shall have the right to be reinstated to a position of equivalent pay within six (6) months of the granting of unpaid adoption leave. Such request for adoption leave must be submitted in writing within thirty (30) business days of when leave is to commence.

5.5.3 In unusual circumstances and in the best interests of the City and the employee, the initial leave of absence without pay for maternity leave may be extended on a month to month basis for a maximum leave of absence of twelve (12) months. In such cases the request for extension must be in writing to the Department Head and/or the City Manager supported by a physician's statement. On the advice of the Department Head, the City Manager may approve the extension.

5.6 EMERGENCY CLOSING

The closing of the Municipal Offices or Departments for emergency situations shall be at the sole discretion of the City Manager or his/her representative. When such time off is given to employees of the Municipal Offices or Departments for emergency situations, other general employees working or required to work, will not receive additional compensation.

5.7 FLEX TIME

The employer offers the ability for the employee to accrue and use "flex-time" at the request of the employee and as authorized by the immediate Supervisor. Flex-time shall be accrued and used in whole hour increments exclusively within the designated two-week pay period. The use of flex-time within a Department shall be at the sole discretion of the Department Head.

ARTICLE 6 - CERTIFICATION FOR PERMANENT APPOINTMENT

Permanent appointment for the various class titles of positions shall be in conformity with the Watertown Municipal Civil Service Commission Regulations on Permanent Appointments, and shall be accomplished on satisfactory completion of not less than sixteen (16) weeks nor more than twenty-six (26) weeks of work for all positions.

ARTICLE 7 - GRIEVANCE PROCEDURES

- 7.1** The City recognizes the Association as the representative of employees in its membership to appear on their behalf for any of the purposes outlined in the Public Employees Fair Employment Act.
- 7.2** The City grants the right to representatives of the Association to visit City facilities to confer with members of the Association on conditions, policies, and procedures under the Public Employees Fair Employment Act during regular working hours. A representative of the Association shall identify himself/herself and make known his/her presence at the time of his/her visit to the responsible Department, unit or agency head prior to any discussion or conference with an employee or employees of a department, unit or agency. Such contact may be in writing, telephone or personal contact.
- 7.3** Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of free time from regular duties to fulfill these obligations.

7.4 GRIEVANCE PROCEDURES FOR GENERAL EMPLOYEES

7.4.1 Declaration of Policy

In order to establish a more harmonious and cooperative relationship between the City Government and its public employees, it is hereby declared to be the purpose of this procedure to provide for the settlement of certain differences between the City's employees and the City Government through provisions under which employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal. The provisions of this procedure shall be liberally construed for the accomplishment of this purpose.

7.4.2 Definitions.

As used herein, the following terms shall have the following meanings:

7.4.2.1 "Government" or "employer" shall mean the City of Watertown.

7.4.2.2 "Public Employee" or "employee" shall mean any person directly employed and compensated by the City Government, except members of the City Council and City Judges.

7.4.3.3 "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over public employees.

7.4.4.4 "Grievance" shall mean any alleged or actual violation, misinterpretation or inequitable application of the terms and conditions of employment arising out of the agreement or any existing law rule, procedure or regulation, administrative order or work rule of the City; provided, however, that such terms shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulations having the force and effect of law.

7.4.3 Basic Standards and Principles

7.4.3.1 Every public employee shall have the right to present his or her grievances to his or her employer in accordance with provisions of this procedure, free from interference, coercion, restraint, discrimination or reprisal, and the grievance provisions established under this procedure shall provide the right to be represented at any or all stages thereof if the employee so chooses.

7.4.3.2 It shall be a fundamental responsibility of supervisors at all levels commensurate with the authority delegated to them by their supervisors, promptly to consider and take appropriate action under grievances presented to them by employees under their supervision.

7.4.3.3 It shall be the responsibility of the head of each department or agency of City Government and of the City Manager to take such steps as may be necessary to give effect to the provisions of this procedure.

7.4.4 Grievances, Procedural Requirements; Appeals.

7.4.4.1 The first procedural stage shall consist of the employee's presentation of his or her grievance to his or her immediate supervisor who shall, to such extent as he or she may deem appropriate, consult with his or her department head. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not resolved within three (3) working days at the first stage, such employee may proceed to the second stage.

7.4.4.2 The second procedural stage shall consist of a request by the aggrieved employee, if he or she wishes, for a review and determination of his or her grievance by the department or agency head. In such case, the aggrieved employee and his or her immediate supervisor shall each submit to the head of the department or agency concerned, a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon such head of the department or agency concerned shall, at the request of the employee, hold an informal hearing at which the employee, and in accordance with the provisions of the grievance procedure his or her representative, if he or she elects to have one, may appear and present oral and written statements or arguments. The department or agency head shall discuss the grievance and proceedings with the City Manager. The final determination of the second stage of such grievance proceedings shall be made by the head of the department or agency concerned within five (5) work days of the date the grievance was presented to him or her by the employee.

7.4.4.3 If the employee so wishes, a third procedural stage shall be held which shall consist of a request for a review and determination of his or her grievance by the City Manager. Such review, if made, shall follow the procedures described in Paragraph 2. The final determination of the third stage, if held, shall be made within five (5) working days of the date the grievance was presented to the City Manager.

- 7.4.4.4** If a grievance is not resolved as outlined in paragraphs 1, 2, and 3 above, either party may then request, within thirty (30) days of receipt of step 3 response, the New York State Public Employees Relation Board to provide arbitration service. The authority of the Arbitrator shall be limited to the interpretation and application of this agreement. He/she shall have no right to add or to subtract from the agreement. The decision of the Arbitrator shall be final and binding on both parties. Any expense incidental to arbitration shall be equally borne by the City and the Union.
- 7.4.4.5** Notwithstanding any other provision of this Agreement, if a grievance is not submitted in writing within thirty (30) calendar days of the event giving rise to the grievance, or within thirty (30) days from when the person or party should have known of the events occurrence, the grievance shall be denied upon the grounds that it was not timely submitted.
- 7.4.4.6** Class Action Grievances must be submitted within thirty (30) calendar days of the event giving rise to the grievance, or when the Association President should have known of the event.

7.5 Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through a PERB appointed arbitrator and through the procedures as provided under the Act.

7.6 DISCIPLINE

7.6.1 In order to establish a more harmonious and cooperative relationship between the City Government and its employees, it is hereby agreed that all labor, non-competitive and competitive class employees, both probationary and permanent employees, covered by this agreement shall be entitled to a disciplinary hearing in accordance with the procedures specified in Section 75 of the New York State Civil Service Law. Such disciplinary hearings shall be conducted only in the event that disciplinary action taken is not acceptable to the affected employee.

ARTICLE 8 - RETIREMENT

8.1

- 8.1.1** The City agrees to provide for all employees hired prior to July 1, 1976 (Tier 1 and Tier 2 employees, covered under the contract the new improved twenty (20) year career retirement plan) 75-I of the New York State Retirement and Social Security Law.
- 8.1.2** For all Tier 3 employees hired on or after July 1, 1976, the City will provide Article 14-15 of the New York State Retirement and Social Security Law.
- 8.1.3** For all Tier 4 employees hired on or after September 1, 1983, the City will provide Article 15 of the New York State Retirement and Social Security Law.
- 8.1.4** Descriptions of these plans are prepared by the New York State Retirement System and can be obtained in the City Comptroller's Department.

8.1.5 All employees who join the NYS Retirement System on or after January 1, 2010 will be covered by Tier V benefits and those who join on or after April 1, 2012 will be covered by Tier VI benefits. At any time that the NYS Retirement System establishes a new Tier, any employee hired on or after that date shall be covered under the new Tier.

8.2 The City agrees, in addition to the retirement benefits provided under Section 1 above, to provide for general employees the following benefits under the New York State Retirement System:

8.2.1 World War II Veteran's Service Credit under Section 41, Sub-Division k.

8.2.2 Allowance for unused sick leave credit under Section 41, Sub-Division j.

8.2.3 Guaranteed ordinary death benefit under Section 60-b.

ARTICLE 9 - SELF-INSURANCE PROGRAM

9.1 PLAN ADMINISTRATION

9.1.1 The City agrees to provide group hospitalization, surgical insurance and major medical insurance in accordance with the Amendment to the 1990-93 Employment Contract between the City and the Civil Service Employees Association, Jefferson Local 823, dated April 21, 1992.

9.1.2 Effective July 1, 1992, and until otherwise mutually agreed through Collective Negotiations and/or Interest Arbitration, the City of Watertown shall provide Group Hospitalization, Surgical Insurance, and Major Medical Insurance under a Self Funded Insurance Plan administered by a Third Party Administrator, which will be POMCO.

9.1.3 All benefits, terms, conditions and coverage under the self funded insurance plan shall, unless otherwise negotiated, duplicate each and every benefit, term, condition and coverage which was provided to the CSEA prior to the institution of the Self Funded Health Insurance Plan, through Blue Cross, Blue Select I, Option 4, with Enhancements, including all side letters thereto.

9.1.4 A separate account shall be established by the City specifically for the funding and administration of this self insurance program. This Account will consist of all deposits, interest, and withdrawals related to said Program, it being understood that interest earned will be credited to this Account. The City has agreed to absorb, in the General Fund, all service charges, and all wire transfer charges related to this Account. The City agrees that all monies in this Account will remain intact and be used for the sole purpose of the self insurance program. Unless otherwise negotiated, any surplus funds that may accumulate in this Account due to good claims experience will not be used to increase benefits or reduce premiums until a two (2) year evaluation period has passed.

9.1.5 The City agrees to charge a monthly premium equivalent to various appropriations and transfer funds on a monthly basis to the self insurance Account. This monthly premium equivalent will be calculated per the following formula:

Multiply the number of family contracts x 2.24 (this factor is used to convert individual premium to family premium). Add this to the number of individual contracts. That equals the amount of covered lives.

Multiply number of covered lives x 12 = # covered lives per year. Divide the annual projected cost (which is projected claims for the year plus administrative fees plus stop loss coverages) by the # of covered lives per year. That equals the monthly individual premium.

Multiply individual premium x 2.24 = monthly family premium. If there is a reduction in the monthly premium equivalent, then the co-pay will be adjusted accordingly.

9.1.6 An Insurance Review Advisory Committee was established on July 1, 1992, which consists of eight (8) people:

two (2) from each of the three (3) unions
two (2) from the City of Watertown

The purpose of this Advisory Committee shall be to review all activity of this self insurance fund on no less than a quarterly basis, and to make recommendations to the respective unions and the City of Watertown, of any proposed conditions and changes of common interest. All such items of common interest will be addressed in the following manner:

9.1.6.1 Discussion by Advisory Committee

9.1.6.2 Upon majority vote by the Advisory Committee, said items will go to the unions' respective memberships for approval/disapproval.

9.1.6.3 Advisory Committee will meet again to discuss the various recommendations from the unions' memberships.

9.1.6.4 If there is unanimous consent of all three (3) unions, such items go to the City Council, for approval.

9.1.6.5 If recommendations are rejected by the City Council, items of common interest will remain the same.

9.1.6.6 Nothing herein however shall preclude the CSEA from addressing with the City, during negotiations for Successor Contracts, issues of direct importance to the Association, and nothing herein shall preclude the CSEA from pursuing said issues to and through PERB's Impasse Procedures, including Interest Arbitration; nothing herein shall supersede the CSEA's sole and exclusive right to bargain for its members, in successor contract negotiations, regardless of whether the other Unions and/or the Advisory Committee agrees or disagrees with the CSEA's demands, and nothing herein shall be deemed to be a waiver, by the CSEA, of said right.

9.1.7 A Claims Appeal Committee shall also be established and shall consist of one (1) member from each union and two (2) members from the City, selected from within the Insurance Review Advisory Committee. The purpose of the Appeals Committee shall be to review unresolved claims and determine whether or not it is a covered or non-covered benefit. An appeals procedure will be established by this Committee, and provided to all employees, in due course. A majority vote of the Appeals Committee shall be final and binding on all matters within their jurisdiction. This Committee will meet as often as necessary, but no less than once a month, if appeals are pending.

9.1.8 The City of Watertown will not have access to or be entitled to review either an employee or any of his dependents' medical file/history, diagnosis/prognosis and/or records, without express written consent.

9.1.9 Should the City, during the contract year, sponsor open enrollment periods for the purposes of introducing new or alternative medical insurance coverage, employees shall have the option of changing to the new or alternative medical insurance coverage introduced.

9.2 RETIREE HEALTH COVERAGE

9.2.1 Employees hired prior to July 1, 1983 shall not be required to pay a health insurance premium in retirement. Employees hired on or after July 1, 1983 and prior to December 23, 1993 shall not be required to pay premiums for individual coverage in retirement. Effective upon the date of the last signature to this contract, any unit employee wishing to participate in retiree health insurance with the City of Watertown pursuant to this contract must retire from both the City and the NYS Retirement System, and must have at least 15 years of full-time service with the City. Effective January 1, 2019 an employee must have 15 years of full-time service and retire from both the City and the NYS Retirement System to participate in retiree health insurance. For the purposes of this section, full-time service is defined as service in which the employee receives his/her regular full-time wage.

9.2.2 For employees hired after March 1, 1999, the City's obligation to pay the employee's share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.

9.2.3 For employees hired after March 1, 1999, retirement medical insurance paid by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option, accept a cash payment of one thousand dollars (\$1,000) annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

9.2.4 Effective July 1, 2019, the City will cease the practice of reimbursing for the cost of Medicare Part B premiums.

9.3 BENEFITS & PREMIUMS

9.3.1 Health Insurance Premiums: The City shall provide that all employees shall be eligible to have medical insurance Effective January 1, 2010, all employees shall pay twelve (12%) percent of the premium costs. Effective July 1, 2016, all employees shall pay thirteen (13%) percent of the premium costs. Effective July 1, 2019, all employees shall pay fourteen (14%) percent of the premium costs. Effective July 1, 2020, all employees shall pay fifteen (15%) percent of the premium costs.

- 9.3.2** Employees hired after July 1, 1987, must provide the name and social security number of the spouse/guardian.
- 9.3.3 Medical Visit Co-Pays:** Effective June 30, 2010, medical visit co-pays will be \$7.00 per visit for participating providers and \$15.00 per visit for non-participating providers. Effective January 1, 2017 medical visit co-pays will be \$15.00 per visit for participating providers and \$30.00 per visit for non-participating providers. Effective July 1, 2019 medical visit co-pays will be \$17 per visit for participating providers and \$30 per visit for non-participating providers.
- 9.3.4** Effective upon the date of last signature of this contract, employees and retirees will be required to utilize mandatory mail order for maintenance drugs. Employees will be allowed to fill up to 90 days of a new prescription at retail before the mandatory mail requirements apply.
- 9.3.5** As soon as reasonably possible, the City will implement Cana Rx.
- 9.3.6 Retail Prescription Co-Pays:** Effective July 1, 2005 retail prescription co-pays will be \$5 for a generic, \$10 for a preferred brand name drug, and \$30 for a non-preferred brand name drug. Effective January 1, 2016, retail prescription co-pays for a 30-day supply will be \$10 for a generic, \$30 for a preferred brand name drug, and \$50 for a non-preferred brand name drug. Effective July 1, 2018, retail prescription co-pays for a 30-day supply will be \$10 for a generic, \$35 for a preferred brand name drug, and \$55 for a non-preferred brand name drug.
- 9.3.7 Mail Order Prescription Co-Pays:** Effective January 1, 2003 mail order prescription co-pays for a 90-day supply will be \$2.50 for generic and \$7.50 for brand name drugs. Effective January 1, 2016 mail order prescription co-pays for a 90-day supply will be \$10 for a generic, \$30 for a preferred brand name drug, and \$50 for a non-preferred brand name drug. Effective July 1, 2018, mail order prescription co-pays for a 90-day supply will be \$10 for a generic, \$35 for a preferred brand name drug, and \$55 for a non-preferred brand name drug.
- 9.3.8 Annual Deductibles:** Effective July 1, 2005 the annual per person deductible shall be \$120 with an annual family deductible of \$360. Effective January 1, 2016 the annual per person deductible shall be \$160 with an annual family deductible of \$480. Effective January 1, 2017 the annual per person deductible shall be \$200 with an annual family deductible or \$600. Effective upon ratification, the annual per person deductible shall be \$225 with an annual family deductible of \$675.
- 9.3.9 Out of Network Major Medical Co-Pay:** Effective July 1, 2003, all persons covered will also be subject to an out-of-network Major Medical Co-Pay. Major medical expenses, after the deductibles listed above, will be reimbursed at 80% of the allowable fees for the first \$500, and thereafter, the plan will pay 100% of all allowable fees. The maximum Major Medical co-payment amount per calendar year for members of the same family is \$300.
- 9.3.10 Prescription Formulary:** Effective upon ratification, the parties agree that the prescription benefit manager will implement and maintain the drug formulary.

9.3.11 Specialty Drugs: Effective July 1, 2018 specialty drugs will be subject to a 10% co-insurance. All co-pay assistance paperwork will be done by the PBM as long as the PBM does the co-pay assistance paperwork. If the PBM does not offer this service then the City and the Union will meet to discuss a resolution of the issue.

9.4 BUYOUTS

9.4. Those employees hired after July 1, 1987 will only be eligible to be covered under one City of Watertown health insurance plan. A City of Watertown employee cannot be covered under their own policy and be covered as a dependent on a spouse/guardian's policy. The dependents of two employees that work for the City can only be covered under the policy of one employee.

9.4.2 Effective July 1, 2008, there shall be offered an annual buy-out out of \$1,500.00 for employees opting out of an individual health plan; and an annual buy-out of \$2,800 for employees completely opting out of family coverage. Payment of this annual buyout will be made on a bi-weekly basis. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes.

9.4.3 Employees hired after July 1, 1987, and who are eligible for either individual or family health insurance coverage as specified under 9.4.1 above, will be eligible for the health insurance buyouts as defined in 9.4.2 above, after six (6) months from the date of appointment.

9.5 125 PLAN

9.5.1 A Section 125 Plan shall be offered to employees to provide for employee health care expenses. Effective January 1, 2003, Childcare expenses shall be allowable expenses for inclusion in the Section 125 Plan.

9.5.2 The City, CSEA and the other City Unions have implemented a Section 457 Plan. It was determined by this committee that the New York State Deferred Compensation Plan shall be offered to all employees. Effective July 1, 2003, employees shall have the ability to convert three (3) vacation days into dollars to be contributed to the employee's Section 457 deferred compensation plan each year. Implementation of this benefit will be defined by the labor management committee. Effective January 1, 2009, for those employees with 165 days of accrued sick time, they shall have the ability to convert three (3) sick days into dollars to be contributed to the employee's Section 457 deferred compensation plan each year. The 165 days required for the sellback of sick time must be in the employee's sick leave balances as of April 1st and October 1st of the year in which the employee wishes to sellback sick time.

9.6 Wellness Committee. In an effort to increase health and well being to aid in the reduction of health insurance costs, the City and the Union agree to jointly develop a Wellness Plan for employees covered by the terms of this Agreement. A Wellness Committee of three (3) management and three (3) union members will be formed to develop Plan options for consideration by the Labor Management Committee.

ARTICLE 10 - SAFETY PROGRAM

The City agrees to establish a program of safety inspection, education and training in its several departments and among its various employees. The City agrees to provide and replace safety shoes from the current City of Watertown Safety Shoe Contract when required by the job function and approved by the employee's immediate supervisor, at no cost to the employee, each year when requested by the employee. Upon receipt of new safety shoes, the employee will be required to surrender the previous pair of safety shoes to their immediate supervisor. The City agrees to provide safety eyewear for use within the workplace, at no cost to the employee, with appropriately rated protection against anticipated workplace hazards. Effective upon ratification, the City agrees to reimburse employees for up to \$75 for the cost of initial prescription safety glasses when approved by the employee's Department Head. Replacement glasses will be reimbursed for up to \$75 after two years has passed from the last reimbursement for safety glasses.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.1 THE ASSOCIATION

- 11.1.1** Members of the Association who are designated by the Association to attend the yearly State-wide and regional delegates meetings, conferences, and meetings shall be permitted to do so without charge to leave time at the rate of four (4) employees for attendance at such meetings provided that the maximum time off shall not exceed thirty-two (32) working days. The thirty-two (32) days may be taken in any combination by the four (4) employees, but the total taken shall not exceed thirty-two (32) days. No more than two (2) employees from any functional area without prior approval from the City Manager.
- 11.1.2** At least five (5) days written notice shall be given by the Association to the Department Head and the City Manager for such time off.
- 11.1.3** The City agrees to permit the authorized representatives of the Association to visit members during City work hours for the purpose of explaining and enrolling members on a continuing basis in the Association's insurance programs provided that designation of the authorized representatives is made to the City Manager in advance in a timely manner. Unless the representatives of the Association and the insurance carrier identify themselves and announce their intentions ahead of time to the City Manager in writing by at least three (3) days notice, such permission for visitation during City work hours shall not be allowed.
- 11.1.4** The Association shall have the right to post notices and other official communications on City bulletin boards.
- 11.1.5** The City agrees to provide and handle premium payments for the CSEA Master Plan Insurance program by payroll deduction for the employees and for the Association. For carrying out this program wherein the City absorbs the administrative costs of handling premium payments thereby helping the members to obtain automobile and homeowners insurance at reduced costs, it is agreed that the City shall not handle or process any claims under the program nor shall the City absorb or pay any costs of the program other than the cost of administration of the payroll deductions for premium payment.

- 11.1.6** Duly appointed representatives of the union shall be permitted to devote up to two (2) hours maximum time per week to union affairs, if needed. In any event, prior notice shall be given to the Department, Unit or Agency Head by the representative away from his duty or attending to union affairs while on duty. Such notice shall be in writing or by oral notice with at least one (1) day's notice.
- 11.1.7** When duly appointed representatives of the union wish to meet with unit employees who are working, prior notice shall be given to the immediate supervisor and/or Department Head of said employees.
- 11.2** The lunch hour of the offices in the Municipal Offices or Departments shall be one (1) hour.
- 11.3** Both parties agree that this contract constitutes the present entire Agreement between the City of Watertown and the Civil Service Employees Association, Inc. Amendment to this Agreement in written form shall be valid when agreed to by both parties and annexed to this Agreement.
- 11.4** All promotional job openings in the competitive (except where there is a certified, binding eligible list), non-competitive and labor classifications will be posted in each work facility for at least fourteen (14) calendar days prior to the filling of such position, except in emergency situations. All job postings shall contain the following: The position title, the number of vacancies, salary and current work location of the openings, and the current shift, if applicable. All notices will be forwarded to the President of the Association at the time of the posting.
- Any employee may submit his or her request, in writing, for any non-competitive labor classification position posted. The City agrees that it will review the credentials, including interviews, of the three (3) most senior employees who applied for and will accept the position, provided the employees meet the minimum qualifications for the position and possess the ability to perform in the position. For the purpose of this Agreement, seniority shall be defined as length of continuous service with the City in a position(s) covered by this Agreement since the employee's last date of hire. Final determination of appointment is reserved to the Appointing Authority.
- All examination announcements in the competitive class will be posted in all work locations for fourteen (14) calendar days prior to the examination closing date. Each department and the President of the Association shall receive copies of all posted examination announcements at the earliest possible time prior to the posting of such notices.
- 11.5** The City of Watertown and the Association agree to meet monthly for labor/management discussions. The Committee will consist of three (3) members from each side, union and employer. Either side may submit to the other a list of items to be discussed at the time of the meeting.
- 11.6** Effective upon ratification, the City agrees to reimburse tuition for up to three (3) credit hours per semester for five (5) employees per semester at Jefferson Community College or up to an equivalent amount at an accredited college or trade school for subjects approved by the City pertaining to the employee's job for subjects which are reasonably related to the position of the employee covered by this agreement. Such courses shall be taken on employee's time, without pay. Upon receipt of the final grade of "C" or better, the City will reimburse the cost of the tuition for the student. Participation shall be on a first come, first served basis.

11.7 The City and Association agree that the various types of motorized equipment as defined in Appendix A are classified as heavy equipment in accordance with applicable Civil Service job descriptions and classifications.

11.8

11.8.1 A Seniority-in-Service schedule shall be prepared and posted in a conspicuous place in each department office. The record shall be revised on or about the first (1st) day of each month when necessary.

11.8.2 The said Seniority-in-Service schedule shall operate in accordance with the procedure recommended by the State Department of Civil Service and the rules and regulations under which the Watertown Civil Service Commission functions.

11.8.3 An employee who voluntarily vacates his position, and is off the City payroll for one year or longer, except on leave of absence or ill health, and subsequently re-enters City service after one (1) year shall be considered a new employee.

11.8.4 In the event that an employee returns in one (1) year or less, then he/she shall retain all original benefits package.

11.9 The City agrees to incorporate the following seniority clause as it pertains to future reductions in work force in the non-competitive and labor class: Seniority is that factor which will prevail in the case of lay-off, recall and reduction in forces. An employee's seniority date shall be the date he/she begins his/her employ with the City. In the case of job abolishment, reduction in forces, layoff and recall, the following procedure shall prevail:

11.9.1 The employee involved shall have the right to replace the least senior employee providing however, that the replaced employee has the same title.

11.9.2 If an employee cannot replace anyone within his/her title because of lack of seniority, he/she shall replace someone in an equal or lower title, within the same department with the least seniority, if qualified.

11.9.3 Before any lay-off occurs, the City will notify the President of the Association.

11.9.4 Recall shall be in reverse order of lay-off. A displaced employee shall remain on a recall list for four (4) years after each displacement. Refusal to accept an assignment at the same title and hours offered shall be cause for removal from a recall list.

11.9.5 For the purpose of lay-off and recall, departments shall be defined as follows:

- a. Comptroller Dept
- b. Purchasing Dept
- c. Assessment Dept
- d. Engineering Dept
- e. Public Works Dept, inclusive of Buildings and Grounds, Central Garage, CitBus, Refuse and Recycling, Snow Removal, Sewer Maintenance, Street Maintenance.
- f. Buildings
- g. Information Technology
- h. Police Dept, Civilian Employees only

- i. Fire Dept, Civilian Employees only
- j. Code Enforcement
- k. Water Dept
- l. Wastewater Treatment
- m. Library
- n. Parks and Recreation

11.10 The Association agrees to annual performance reviews for all employees covered by this contract. The City and the Association will collectively prepare an evaluation form. Upon completion and implementation the following shall occur: the employee shall have the right to discuss evaluations with his/her immediate supervisor or department head. Written evaluations shall be placed in the employee's official personnel file located in the City Manager's office. The employee being evaluated shall sign a copy of the written report and will receive a copy. It is expressly understood that signing of the evaluation does not necessarily mean that the employee agrees with the evaluation. The employee is entitled to submit a written response to be signed by the department head or supervisor and placed in the employee's official personnel file.

11.11 Mandatory Training. Individuals covered by this contract are required to attend training classes provided by and paid for by the City which are necessary to maintain any required job certification or to maintain an employee's job skills.

11.12 Effective upon ratification, the parties agree to the implementation of the City's new "Reimbursement for Authorized Travel Expenses" policy included as Appendix C to this contract.

ARTICLE 12 - DEATH BENEFIT

12.1 If a non-retired bargaining unit member dies, the City shall pay his/her estate for all unused accrued leave time at the rate of pay the employee was earning at the time of his/her death.

ARTICLE 13 - REQUIREMENTS OF STATE LAW

13.1 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

13.2 "THE AGREEMENT SHALL BECOME EFFECTIVE JULY 1, 2017 AND TERMINATE AT THE CLOSE OF BUSINESS ON JUNE 30, 2021."

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives this _____ day of _____, 2018 CITY OF WATERTOWN, NEW YORK

CITY OF WATERTOWN, NEW YORK

EMPLOYEES UNIT, LOCAL 823, CSEA

By: _____
Mayor

By: _____
President, CSEA, City of Watertown
Local 823, Unit 7151

By: _____
City Manager

By: _____
CSEA, City of Watertown Local 823, Unit 7151

By: _____
Human Resource Manager

By: _____
Labor Relations Specialist

APPENDIX A
HEAVY EQUIPMENT

The following pieces of equipment are recognized as Heavy Equipment:

1. 1-72; 1979 Champion Grader
2. 1-73; 1989 Barber Green Paver
3. 1-77; 1977 SMI Blower
4. 1-78; 1985 Vohl DV 1104 Snowblower
5. 1-64; 1986 Case Excavator
6. 1-60; 1968 Gallion Roller
7. All Municipal Street Plows, Exclusive of Wing Operators.
8. 1-10 Hydraulic Excavator
9. 1-48 Tractor Trailer
10. Effective April 1, 2009, Tree Truck 1-59. When this piece of equipment is operated in the aerial platform mode, the employee operating the equipment will be paid as a Heavy Equipment Operator.
11. The operator of the City Sewer Vac for hours that the Vac itself is being operated.

**APPENDIX B
SICK LEAVE REVIEW FORM**

**CITY OF WATERTOWN
ANNUAL SICK LEAVE REVIEW FORM**

Employee Name

Department

Date of Review

_____ A review of your leave record indicates that you have a consistent pattern of maintaining a zero or near zero balance of sick leave without documentation of the need for such relatively high utilization.

_____ A review of your leave record indicates that you had _____ occasions of sick leave usage which have, by definition, been flagged as "potential" Sick Leave Abuse instances for the period of _____ to _____.

_____ A review of your leave record indicates that usage of sick leave appears to have been appropriate.

By signing the form below this does not mean that I agree with this review. It merely means that I have received the document. I may choose to write a response below and I may use additional pages if needed.

Employee Signature

Department Head or Supervisor Signature

Date

Date

This space may be used by the employee to provide comments relating to this annual sick leave review form (*to be completed in employee's own handwriting*). An employee may also submit a separate sheet of paper outlining his/her comments.

APPENDIX C

REIMBURSEMENT FOR AUTHORIZED TRAVEL POLICY

City of Watertown

Reimbursement for Authorized Travel Expenses

Policy:

It is the intent of this policy to establish procedures and guidelines governing the reimbursement for authorized travel expenses for all City of Watertown employees. All travel related expenses must be approved by the employee's Department Head prior to travel commencing.

Meal Allowance:

1. The City will provide reimbursement to an employee for meal expenses at the rates provided by the Federal General Service Administration's (GSA) Meals and Incidental Expense Breakdown. The rates listed in the GSA represent the actual reimbursement amounts that will be issued to employees; they do not represent a maximum. The location at which the meal was obtained will be used to determine the reimbursement rates according to the GSA schedule.
2. Meals which are included within the cost of an event will not be paid to an employee.
3. To be eligible for a breakfast reimbursement, travel must commence prior to 6:00am.
4. To be eligible for a dinner reimbursement, travel must extend beyond 7:00pm.
5. Any disputes about when an employee should have departed to training or should have returned from training, will be decided by the City Manager.
6. The City will not advance meal reimbursement. The City Manager has the authority to make an exception to this rule.
7. Employees will be required to complete the City's "Mileage and Expense Reimbursement for Travel" form to receive meal reimbursement.
8. The City reserves the right to pay the meal reimbursement in accounts payable or in the employee's paycheck upon receipt of the "Mileage and Expense Reimbursement for Travel" form.

Travel Reimbursement:

1. Travel shall be conducted using the most economical mode of transportation. Options such as use of a City fleet vehicle or use of a rental car should be weighed versus use of an employee's personal vehicle. The employee's Department Head has final authority to determine the mode of transportation to be used.
2. To minimize costs, City employees traveling to the same destination shall car pool whenever possible.
3. Employees using their own personal vehicle will be reimbursed for mileage at the IRS Standard Mileage Rate in force on the date of travel.
4. Mileage will be reimbursed for the most direct route of travel. Mileage will be calculated using the employees work location as the starting point of travel, unless the employee's departure location is closer to the destination than the work location.
5. Employees using a fleet vehicle will not receive mileage reimbursement. In most cases the City will provide a gas card which should be used to purchase fuel for the City vehicle. However, if an employee purchases fuel using their own method of payment, they will receive reimbursement for this expense when supported by a proper receipt.
6. Tolls and parking expenses will be reimbursed at the actual cost incurred by the employee when supported by a proper receipt. Traffic or parking tickets are the responsibility of the employee.
7. Towing or repair expenses incurred when an employee uses their own vehicle will not be reimbursed.
8. The City reserves the right to pay the travel reimbursement in accounts payable or in the employee's paycheck upon receipt of the "Mileage and Expense Reimbursement for Travel" form.

Lodging Allowance

1. Lodging accommodations shall be arranged in the most reasonable and economical manner. Whenever possible, the lodging accommodation will be at or below the rates established by the Federal GSA per diem lodging rate. The employee's Department Head has the final authority to determine the lodging provider to be used. The City will provide a City credit card for the reservation and purchase of the lodging.

2. Taxes on lodging in New York State are not reimbursable. Employees shall obtain and present the tax exemption certificate to the lodging provider.
3. When agreeable to both parties, employees shall share rooms. If an employee is accompanied by a spouse, the City will only be responsible for the single occupancy rate of the room.
4. Personal charges such as telephone calls, room service, alcohol, snacks, entertainment, etc. are the responsibility of the employee.
5. The City shall have the right to deduct from an employee's paycheck the expenses listed in item 4 that do not qualify as lodging expenses. Alternatively, the employee may reimburse the City directly for these non-qualifying expenses.

CSEA Wage Chart
Effective July 1, 2017

Title	Grade	A	B	C	D	E	F
	6	\$ 24,201	\$ 25,246	\$ 26,355	\$ 27,510	\$ 28,720	\$ 30,003
Hourly Rate	6.35	\$ 13.2973	\$ 13.8714	\$ 14.4808	\$ 15.1154	\$ 15.7802	\$ 16.4852
Hourly Rate	6.40	\$ 11.6351	\$ 12.1375	\$ 12.6707	\$ 13.2260	\$ 13.8077	\$ 14.4245
Clerk	6.35						
	10	\$ 28,720	\$ 30,003	\$ 31,343	\$ 32,749	\$ 34,223	\$ 35,778
Hourly Rate	10.35	\$ 15.7802	\$ 16.4852	\$ 17.2214	\$ 17.9940	\$ 18.8038	\$ 19.6582
Hourly Rate	10.40	\$ 13.8077	\$ 14.4245	\$ 15.0688	\$ 15.7447	\$ 16.4534	\$ 17.2010
Library Clerk	10.35						
Records Clerk	10.35						
Senior Clerk	10.35						
Laborer I	10.40						
Municipal Worker I	10.40						
	11	\$ 30,003	\$ 31,343	\$ 32,749	\$ 34,223	\$ 35,778	\$ 37,395
Hourly Rate	11.35	\$ 16.4852	\$ 17.2214	\$ 17.9940	\$ 18.8038	\$ 19.6582	\$ 20.5467
Hourly Rate	11.40	\$ 14.4245	\$ 15.0688	\$ 15.7447	\$ 16.4534	\$ 17.2010	\$ 17.9784
Account Clerk Typist	11.35						
Records Clerk / Parking Enforcement Officer	11.35						
Secretary	11.35						
Senior Library Clerk	11.35						
Water Meter Reader	11.35						
Parks & Recreation Maintenance Worker	11.40						
	12	\$ 31,343	\$ 32,749	\$ 34,223	\$ 35,778	\$ 37,395	\$ 39,110
Hourly Rate	12.35	\$ 17.2214	\$ 17.9940	\$ 18.8038	\$ 19.6582	\$ 20.5467	\$ 21.4890
Hourly Rate	12.40	\$ 15.0688	\$ 15.7447	\$ 16.4534	\$ 17.2010	\$ 17.9784	\$ 18.8029
Building Maintenance Worker	12.40						
Stock Attendant	12.40						
Water Maintenance Mechanic	12.40						
	13	\$ 32,749	\$ 34,223	\$ 35,778	\$ 37,395	\$ 39,110	\$ 40,910
Hourly Rate	13.35	\$ 17.9940	\$ 18.8038	\$ 19.6582	\$ 20.5467	\$ 21.4890	\$ 22.4780
Hourly Rate	13.40	\$ 15.7447	\$ 16.4534	\$ 17.2010	\$ 17.9784	\$ 18.8029	\$ 19.6683
Bus Driver	13.40						
Motor Equipment Operator (Light)	13.40						
Refuse/Recycle Motor Equipment Operator	13.40						
Sign Maintenance Worker	13.40						
Tree Trimmer	13.40						
	14	\$ 34,223	\$ 35,778	\$ 37,395	\$ 39,110	\$ 40,910	\$ 42,795
Hourly Rate	14.35	\$ 18.8038	\$ 19.6582	\$ 20.5467	\$ 21.4890	\$ 22.4780	\$ 23.5137
Hourly Rate	14.40	\$ 16.4534	\$ 17.2010	\$ 17.9784	\$ 18.8029	\$ 19.6683	\$ 20.5745
Principal Library Clerk	14.35						
Senior Account Clerk Typist	14.35						
	15	\$ 35,778	\$ 37,395	\$ 39,110	\$ 40,910	\$ 42,795	\$ 44,771
Hourly Rate	15.35	\$ 19.6582	\$ 20.5467	\$ 21.4890	\$ 22.4780	\$ 23.5137	\$ 24.5995
Hourly Rate	15.40	\$ 17.2010	\$ 17.9784	\$ 18.8029	\$ 19.6683	\$ 20.5745	\$ 21.5245
Code Enforcement Aide	15.35						
Engineering Technician	15.40						
Water Meter Service Mechanic	15.40						
Water Treatment Plant Operator/Trainee	15.40						
Wastewater Treatment Plant Process Worker Trainee	15.40						
	16	\$ 37,395	\$ 39,110	\$ 40,910	\$ 42,795	\$ 44,771	\$ 46,846
Hourly Rate	16.35	\$ 20.5467	\$ 21.4890	\$ 22.4780	\$ 23.5137	\$ 24.5995	\$ 25.7396
Hourly Rate	16.40	\$ 17.9784	\$ 18.8029	\$ 19.6683	\$ 20.5745	\$ 21.5245	\$ 22.5221
Real Property Tax Service Aide	16.35						
Crew Chief	16.40						
Head Bus Driver	16.40						
Motor Equipment Operator (Heavy)	16.40						
Wastewater Treatment Plant Process Worker I	16.40						
Water Treatment Plant Operator	16.40						

CSEA Wage Chart
Effective July 1, 2017

Title	Grade	A	B	C	D	E	F
	17	\$ 39,110	\$ 40,910	\$ 42,795	\$ 44,771	\$ 46,846	\$ 49,027
Hourly Rate	17.35	\$ 21,4890	\$ 22,4780	\$ 23,5137	\$ 24,5995	\$ 25,7396	\$ 26,9379
Hourly Rate	17.40	\$ 18,8029	\$ 19,6683	\$ 20,5745	\$ 21,5245	\$ 22,5221	\$ 23,5707
Custodial & Maintenance Supervisor	17.35						
Information Services Technician	17.35						
Motor Equipment Mechanic	17.40						
Wastewater Treatment Plant Process Worker II	17.40						
Water Treatment Plant Maintenance Mechanic	17.40						
	18	\$ 40,910	\$ 42,795	\$ 44,771	\$ 46,846	\$ 49,027	\$ 51,319
Hourly Rate	18.35	\$ 22,4780	\$ 23,5137	\$ 24,5995	\$ 25,7396	\$ 26,9379	\$ 28,1973
Hourly Rate	18.40	\$ 19,6683	\$ 20,5745	\$ 21,5245	\$ 22,5221	\$ 23,5707	\$ 24,6726
Principal Account Clerk	18.35						
Senior Engineering Technician	18.35						
	19	\$ 42,795	\$ 44,771	\$ 46,846	\$ 49,027	\$ 51,319	\$ 53,724
Hourly Rate	19.35	\$ 23,5137	\$ 24,5995	\$ 25,7396	\$ 26,9379	\$ 28,1973	\$ 29,5187
Hourly Rate	19.40	\$ 20,5745	\$ 21,5245	\$ 22,5221	\$ 23,5707	\$ 24,6726	\$ 25,8288
GIS Technician	19.35						
SCADA Technician	19.35						
Industrial Pre-Treatment Lab Technician	19.40						
	20	\$ 44,771	\$ 46,846	\$ 49,027	\$ 51,319	\$ 53,724	\$ 56,252
Hourly Rate	20.35	\$ 24,5995	\$ 25,7396	\$ 26,9379	\$ 28,1973	\$ 29,5187	\$ 30,9077
Hourly Rate	20.40	\$ 21,5245	\$ 22,5221	\$ 23,5707	\$ 24,6726	\$ 25,8288	\$ 27,0442
Code Enforcement Officer	20.35						
Librarian I	20.35						
Lab Technician	20.40						
Wastewater Treatment Plant Lab Technician	20.40						
Wastewater Treatment Plant Process Worker III	20.40						
	21	\$ 46,846	\$ 49,027	\$ 51,319	\$ 53,724	\$ 56,252	\$ 58,901
Hourly Rate	21.35	\$ 25,7396	\$ 26,9379	\$ 28,1973	\$ 29,5187	\$ 30,9077	\$ 32,3632
Hourly Rate	21.40	\$ 22,5221	\$ 23,5707	\$ 24,6726	\$ 25,8288	\$ 27,0442	\$ 28,3178
GIS Coordinator	21.35						
Senior Code Enforcement Officer	21.35						
Water Distribution Systems Operator	21.40						
Water Treatment Plant Maintenance Supervisor	21.40						
	22	\$ 49,027	\$ 51,319	\$ 53,724	\$ 56,252	\$ 58,901	\$ 61,689
Hourly Rate	22.35	\$ 26,9379	\$ 28,1973	\$ 29,5187	\$ 30,9077	\$ 32,3632	\$ 33,8951
Hourly Rate	22.40	\$ 23,5707	\$ 24,6726	\$ 25,8288	\$ 27,0442	\$ 28,3178	\$ 29,6582
Cad Technician	22.35						
Librarian II	22.35						
Real Property Appraiser	22.35						
	23	\$ 50,586	\$ 52,957	\$ 55,447	\$ 58,058	\$ 60,803	\$ 63,686
Hourly Rate	23.35	\$ 27,7945	\$ 29,0973	\$ 30,4654	\$ 31,9000	\$ 33,4082	\$ 34,9923
Hourly Rate	23.40	\$ 24,3202	\$ 25,4601	\$ 26,6572	\$ 27,9125	\$ 29,2322	\$ 30,6183
	24	\$ 52,957	\$ 55,447	\$ 58,058	\$ 60,803	\$ 63,686	\$ 66,710
Hourly Rate	24.35	\$ 29,0973	\$ 30,4654	\$ 31,9000	\$ 33,4082	\$ 34,9923	\$ 36,6538
Hourly Rate	24.40	\$ 25,4601	\$ 26,6572	\$ 27,9125	\$ 29,2322	\$ 30,6183	\$ 32,0721
Transit Supervisor	24.40						
Wastewater Treatment Plant Maintenance Supervisor	24.40						

Longevity Payments	Annual	Hourly Rate for 35 Hour Per Week Title	Hourly Rate for 40 Hour Per Week Title
	After 6th Year	\$ 350	\$ 0.1923
After 12th Year	\$ 700	\$ 0.3846	\$ 0.3365
After 18th Year	\$ 1,050	\$ 0.5769	\$ 0.5048
After 25th Year	\$ 1,400	\$ 0.7692	\$ 0.6731

Any title with a .35 after the grade designation is a 35 hour per week position.
Any title with a .40 after the grade designation is a 40 hour per week position.

CSEA Wage Chart
Effective July 1, 2018

Title	Grade	A	B	C	D	E	F
	6	\$ 24,746	\$ 25,814	\$ 26,948	\$ 28,129	\$ 29,366	\$ 30,678
Hourly Rate	6.35	\$ 13.5967	\$ 14.1835	\$ 14.8066	\$ 15.4555	\$ 16.1352	\$ 16.8560
Hourly Rate	6.40	\$ 11.8971	\$ 12.4106	\$ 12.9558	\$ 13.5236	\$ 14.1183	\$ 14.7490
Clerk	6.35						
	10	\$ 29,366	\$ 30,678	\$ 32,048	\$ 33,486	\$ 34,993	\$ 36,583
Hourly Rate	10.35	\$ 16.1352	\$ 16.8560	\$ 17.6088	\$ 18.3989	\$ 19.2269	\$ 20.1005
Hourly Rate	10.40	\$ 14.1183	\$ 14.7490	\$ 15.4077	\$ 16.0990	\$ 16.8236	\$ 17.5880
Library Clerk	10.35						
Records Clerk	10.35						
Senior Clerk	10.35						
Laborer I	10.40						
Municipal Worker I	10.40						
	11	\$ 30,678	\$ 32,048	\$ 33,486	\$ 34,993	\$ 36,583	\$ 38,236
Hourly Rate	11.35	\$ 16.8560	\$ 17.6088	\$ 18.3989	\$ 19.2269	\$ 20.1005	\$ 21.0088
Hourly Rate	11.40	\$ 14.7490	\$ 15.4077	\$ 16.0990	\$ 16.8236	\$ 17.5880	\$ 18.3827
Account Clerk Typist	11.35						
Records Clerk / Parking Enforcement Officer	11.35						
Secretary	11.35						
Senior Library Clerk	11.35						
Water Meter Reader	11.35						
Parks & Recreation Maintenance Worker	11.40						
	12	\$ 32,048	\$ 33,486	\$ 34,993	\$ 36,583	\$ 38,236	\$ 39,990
Hourly Rate	12.35	\$ 17.6088	\$ 18.3989	\$ 19.2269	\$ 20.1005	\$ 21.0088	\$ 21.9725
Hourly Rate	12.40	\$ 15.4077	\$ 16.0990	\$ 16.8236	\$ 17.5880	\$ 18.3827	\$ 19.2260
Building Maintenance Worker	12.40						
Stock Attendant	12.40						
Water Maintenance Mechanic	12.40						
	13	\$ 33,486	\$ 34,993	\$ 36,583	\$ 38,236	\$ 39,990	\$ 41,830
Hourly Rate	13.35	\$ 18.3989	\$ 19.2269	\$ 20.1005	\$ 21.0088	\$ 21.9725	\$ 22.9835
Hourly Rate	13.40	\$ 16.0990	\$ 16.8236	\$ 17.5880	\$ 18.3827	\$ 19.2260	\$ 20.1106
Bus Driver	13.40						
Motor Equipment Operator (Light)	13.40						
Refuse/Recycle Motor Equipment Operator	13.40						
Sign Maintenance Worker	13.40						
Tree Trimmer	13.40						
	14	\$ 34,993	\$ 36,583	\$ 38,236	\$ 39,990	\$ 41,830	\$ 43,758
Hourly Rate	14.35	\$ 19.2269	\$ 20.1005	\$ 21.0088	\$ 21.9725	\$ 22.9835	\$ 24.0429
Hourly Rate	14.40	\$ 16.8236	\$ 17.5880	\$ 18.3827	\$ 19.2260	\$ 20.1106	\$ 21.0375
Principal Library Clerk	14.35						
Senior Account Clerk Typist	14.35						
	15	\$ 36,583	\$ 38,236	\$ 39,990	\$ 41,830	\$ 43,758	\$ 45,778
Hourly Rate	15.35	\$ 20.1005	\$ 21.0088	\$ 21.9725	\$ 22.9835	\$ 24.0429	\$ 25.1527
Hourly Rate	15.40	\$ 17.5880	\$ 18.3827	\$ 19.2260	\$ 20.1106	\$ 21.0375	\$ 22.0087
Code Enforcement Aide	15.35						
Engineering Technician	15.40						
Water Meter Service Mechanic	15.40						
Water Treatment Plant Operator/Trainee	15.40						
Wastewater Treatment Plant Process Worker Trainee	15.40						
	16	\$ 38,236	\$ 39,990	\$ 41,830	\$ 43,758	\$ 45,778	\$ 47,900
Hourly Rate	16.35	\$ 21.0088	\$ 21.9725	\$ 22.9835	\$ 24.0429	\$ 25.1527	\$ 26.3187
Hourly Rate	16.40	\$ 18.3827	\$ 19.2260	\$ 20.1106	\$ 21.0375	\$ 22.0087	\$ 23.0288
Real Property Tax Service Aide	16.35						
Crew Chief	16.40						
Head Bus Driver	16.40						
Motor Equipment Operator (Heavy)	16.40						
Wastewater Treatment Plant Process Worker I	16.40						
Water Treatment Plant Operator	16.40						

CSEA Wage Chart
Effective July 1, 2018

Title	Grade	A	B	C	D	E	F
	17	\$ 39,990	\$ 41,830	\$ 43,758	\$ 45,778	\$ 47,900	\$ 50,130
Hourly Rate	17.35	\$ 21.9725	\$ 22.9835	\$ 24.0429	\$ 25.1527	\$ 26.3187	\$ 27.5440
Hourly Rate	17.40	\$ 19.2260	\$ 20.1106	\$ 21.0375	\$ 22.0087	\$ 23.0288	\$ 24.1010
Custodial & Maintenance Supervisor	17.35						
Information Services Technician	17.35						
Motor Equipment Mechanic	17.40						
Wastewater Treatment Plant Process Worker II	17.40						
Water Treatment Plant Maintenance Mechanic	17.40						
	18	\$ 41,830	\$ 43,758	\$ 45,778	\$ 47,900	\$ 50,130	\$ 52,474
Hourly Rate	18.35	\$ 22.9835	\$ 24.0429	\$ 25.1527	\$ 26.3187	\$ 27.5440	\$ 28.8319
Hourly Rate	18.40	\$ 20.1106	\$ 21.0375	\$ 22.0087	\$ 23.0288	\$ 24.1010	\$ 25.2279
Principal Account Clerk	18.35						
Senior Engineering Technician	18.35						
	19	\$ 43,758	\$ 45,778	\$ 47,900	\$ 50,130	\$ 52,474	\$ 54,933
Hourly Rate	19.35	\$ 24.0429	\$ 25.1527	\$ 26.3187	\$ 27.5440	\$ 28.8319	\$ 30.1830
Hourly Rate	19.40	\$ 21.0375	\$ 22.0087	\$ 23.0288	\$ 24.1010	\$ 25.2279	\$ 26.4101
GIS Technician	19.35						
SCADA Technician	19.35						
Industrial Pre-Treatment Lab Technician	19.40						
	20	\$ 45,778	\$ 47,900	\$ 50,130	\$ 52,474	\$ 54,933	\$ 57,518
Hourly Rate	20.35	\$ 25.1527	\$ 26.3187	\$ 27.5440	\$ 28.8319	\$ 30.1830	\$ 31.6033
Hourly Rate	20.40	\$ 22.0087	\$ 23.0288	\$ 24.1010	\$ 25.2279	\$ 26.4101	\$ 27.6529
Code Enforcement Officer	20.35						
Librarian I	20.35						
Lab Technician	20.40						
Wastewater Treatment Plant Lab Technician	20.40						
Wastewater Treatment Plant Process Worker III	20.40						
	21	\$ 47,900	\$ 50,130	\$ 52,474	\$ 54,933	\$ 57,518	\$ 60,226
Hourly Rate	21.35	\$ 26.3187	\$ 27.5440	\$ 28.8319	\$ 30.1830	\$ 31.6033	\$ 33.0912
Hourly Rate	21.40	\$ 23.0288	\$ 24.1010	\$ 25.2279	\$ 26.4101	\$ 27.6529	\$ 28.9548
GIS Coordinator	21.35						
Senior Code Enforcement Officer	21.35						
Water Distribution Systems Operator	21.40						
Water Treatment Plant Maintenance Supervisor	21.40						
	22	\$ 50,130	\$ 52,474	\$ 54,933	\$ 57,518	\$ 60,226	\$ 63,077
Hourly Rate	22.35	\$ 27.5440	\$ 28.8319	\$ 30.1830	\$ 31.6033	\$ 33.0912	\$ 34.6577
Hourly Rate	22.40	\$ 24.1010	\$ 25.2279	\$ 26.4101	\$ 27.6529	\$ 28.9548	\$ 30.3255
Cad Technician	22.35						
Librarian II	22.35						
Real Property Appraiser	22.35						
	23	\$ 51,724	\$ 54,149	\$ 56,695	\$ 59,364	\$ 62,171	\$ 65,119
Hourly Rate	23.35	\$ 28.4198	\$ 29.7522	\$ 31.1511	\$ 32.6176	\$ 34.1599	\$ 35.7797
Hourly Rate	23.40	\$ 24.8673	\$ 26.0332	\$ 27.2572	\$ 28.5404	\$ 29.8899	\$ 31.3072
	24	\$ 54,149	\$ 56,695	\$ 59,364	\$ 62,171	\$ 65,119	\$ 68,211
Hourly Rate	24.35	\$ 29.7522	\$ 31.1511	\$ 32.6176	\$ 34.1599	\$ 35.7797	\$ 37.4786
Hourly Rate	24.40	\$ 26.0332	\$ 27.2572	\$ 28.5404	\$ 29.8899	\$ 31.3072	\$ 32.7938
Transit Supervisor	24.40						
Wastewater Treatment Plant Maintenance Supervisor	24.40						

Longevity Payments	Annual	Hourly Rate for 35	Hourly Rate for 40
		Hour Per Week Title	Hour Per Week Title
After 6th Year	\$ 350	\$ 0.1923	\$ 0.1683
After 12th Year	\$ 700	\$ 0.3846	\$ 0.3365
After 18th Year	\$ 1,050	\$ 0.5769	\$ 0.5048
After 25th Year	\$ 1,400	\$ 0.7692	\$ 0.6731

Any title with a .35 after the grade designation is a 35 hour per week position.
Any title with a .40 after the grade designation is a 40 hour per week position.

CSEA Wage Chart
Effective July 1, 2019

Title	Grade	A	B	C	D	E	F
	6	\$ 25,241	\$ 26,330	\$ 27,487	\$ 28,692	\$ 29,953	\$ 31,292
Hourly Rate	6.35	\$ 13.8687	\$ 14.4670	\$ 15.1027	\$ 15.7648	\$ 16.4577	\$ 17.1934
Hourly Rate	6.40	\$ 12.1351	\$ 12.6587	\$ 13.2149	\$ 13.7942	\$ 14.4005	\$ 15.0442
Clerk	6.35						
	10	\$ 29,953	\$ 31,292	\$ 32,689	\$ 34,156	\$ 35,693	\$ 37,315
Hourly Rate	10.35	\$ 16.4577	\$ 17.1934	\$ 17.9610	\$ 18.7670	\$ 19.6115	\$ 20.5027
Hourly Rate	10.40	\$ 14.4005	\$ 15.0442	\$ 15.7159	\$ 16.4212	\$ 17.1601	\$ 17.9399
Library Clerk	10.35						
Records Clerk	10.35						
Senior Clerk	10.35						
Laborer I	10.40						
Municipal Worker I	10.40						
	11	\$ 31,292	\$ 32,689	\$ 34,156	\$ 35,693	\$ 37,315	\$ 39,001
Hourly Rate	11.35	\$ 17.1934	\$ 17.9610	\$ 18.7670	\$ 19.6115	\$ 20.5027	\$ 21.4291
Hourly Rate	11.40	\$ 15.0442	\$ 15.7159	\$ 16.4212	\$ 17.1601	\$ 17.9399	\$ 18.7505
Account Clerk Typist	11.35						
Records Clerk / Parking Enforcement Officer	11.35						
Secretary	11.35						
Senior Library Clerk	11.35						
Water Meter Reader	11.35						
Parks & Recreation Maintenance Worker	11.40						
	12	\$ 32,689	\$ 34,156	\$ 35,693	\$ 37,315	\$ 39,001	\$ 40,790
Hourly Rate	12.35	\$ 17.9610	\$ 18.7670	\$ 19.6115	\$ 20.5027	\$ 21.4291	\$ 22.4121
Hourly Rate	12.40	\$ 15.7159	\$ 16.4212	\$ 17.1601	\$ 17.9399	\$ 18.7505	\$ 19.6106
Building Maintenance Worker	12.40						
Stock Attendant	12.40						
Water Maintenance Mechanic	12.40						
	13	\$ 34,156	\$ 35,693	\$ 37,315	\$ 39,001	\$ 40,790	\$ 42,667
Hourly Rate	13.35	\$ 18.7670	\$ 19.6115	\$ 20.5027	\$ 21.4291	\$ 22.4121	\$ 23.4434
Hourly Rate	13.40	\$ 16.4212	\$ 17.1601	\$ 17.9399	\$ 18.7505	\$ 19.6106	\$ 20.5130
Bus Driver	13.40						
Motor Equipment Operator (Light)	13.40						
Refuse/Recycle Motor Equipment Operator	13.40						
Sign Maintenance Worker	13.40						
Tree Trimmer	13.40						
	14	\$ 35,693	\$ 37,315	\$ 39,001	\$ 40,790	\$ 42,667	\$ 44,633
Hourly Rate	14.35	\$ 19.6115	\$ 20.5027	\$ 21.4291	\$ 22.4121	\$ 23.4434	\$ 24.5236
Hourly Rate	14.40	\$ 17.1601	\$ 17.9399	\$ 18.7505	\$ 19.6106	\$ 20.5130	\$ 21.4582
Principal Library Clerk	14.35						
Senior Account Clerk Typist	14.35						
	15	\$ 37,315	\$ 39,001	\$ 40,790	\$ 42,667	\$ 44,633	\$ 46,694
Hourly Rate	15.35	\$ 20.5027	\$ 21.4291	\$ 22.4121	\$ 23.4434	\$ 24.5236	\$ 25.6560
Hourly Rate	15.40	\$ 17.9399	\$ 18.7505	\$ 19.6106	\$ 20.5130	\$ 21.4582	\$ 22.4490
Code Enforcement Aide	15.35						
Engineering Technician	15.40						
Water Meter Service Mechanic	15.40						
Water Treatment Plant Operator/Trainee	15.40						
Wastewater Treatment Plant Process Worker Trainee	15.40						
	16	\$ 39,001	\$ 40,790	\$ 42,667	\$ 44,633	\$ 46,694	\$ 48,858
Hourly Rate	16.35	\$ 21.4291	\$ 22.4121	\$ 23.4434	\$ 24.5236	\$ 25.6560	\$ 26.8451
Hourly Rate	16.40	\$ 18.7505	\$ 19.6106	\$ 20.5130	\$ 21.4582	\$ 22.4490	\$ 23.4894
Real Property Tax Service Aide	16.35						
Crew Chief	16.40						
Head Bus Driver	16.40						
Motor Equipment Operator (Heavy)	16.40						
Wastewater Treatment Plant Process Worker I	16.40						
Water Treatment Plant Operator	16.40						

CSEA Wage Chart
Effective July 1, 2019

Title	Grade	A	B	C	D	E	F
	17	\$ 40,790	\$ 42,667	\$ 44,633	\$ 46,694	\$ 48,858	\$ 51,133
Hourly Rate	17.35	\$ 22,4121	\$ 23,4434	\$ 24,5236	\$ 25,6560	\$ 26,8451	\$ 28,0951
Hourly Rate	17.40	\$ 19,6106	\$ 20,5130	\$ 21,4582	\$ 22,4490	\$ 23,4894	\$ 24,5832
Custodial & Maintenance Supervisor	17.35						
Information Services Technician	17.35						
Motor Equipment Mechanic	17.40						
Wastewater Treatment Plant Process Worker II	17.40						
Water Treatment Plant Maintenance Mechanic	17.40						
	18	\$ 42,667	\$ 44,633	\$ 46,694	\$ 48,858	\$ 51,133	\$ 53,523
Hourly Rate	18.35	\$ 23,4434	\$ 24,5236	\$ 25,6560	\$ 26,8451	\$ 28,0951	\$ 29,4082
Hourly Rate	18.40	\$ 20,5130	\$ 21,4582	\$ 22,4490	\$ 23,4894	\$ 24,5832	\$ 25,7322
Principal Account Clerk	18.35						
Senior Engineering Technician	18.35						
	19	\$ 44,633	\$ 46,694	\$ 48,858	\$ 51,133	\$ 53,523	\$ 56,032
Hourly Rate	19.35	\$ 24,5236	\$ 25,6560	\$ 26,8451	\$ 28,0951	\$ 29,4082	\$ 30,7868
Hourly Rate	19.40	\$ 21,4582	\$ 22,4490	\$ 23,4894	\$ 24,5832	\$ 25,7322	\$ 26,9385
GIS Technician	19.35						
SCADA Technician	19.35						
Industrial Pre-Treatment Lab Technician	19.40						
	20	\$ 46,694	\$ 48,858	\$ 51,133	\$ 53,523	\$ 56,032	\$ 58,668
Hourly Rate	20.35	\$ 25,6560	\$ 26,8451	\$ 28,0951	\$ 29,4082	\$ 30,7868	\$ 32,2352
Hourly Rate	20.40	\$ 22,4490	\$ 23,4894	\$ 24,5832	\$ 25,7322	\$ 26,9385	\$ 28,2058
Code Enforcement Officer	20.35						
Librarian I	20.35						
Lab Technician	20.40						
Wastewater Treatment Plant Lab Technician	20.40						
Wastewater Treatment Plant Process Worker III	20.40						
	21	\$ 48,858	\$ 51,133	\$ 53,523	\$ 56,032	\$ 58,668	\$ 61,431
Hourly Rate	21.35	\$ 26,8451	\$ 28,0951	\$ 29,4082	\$ 30,7868	\$ 32,2352	\$ 33,7533
Hourly Rate	21.40	\$ 23,4894	\$ 24,5832	\$ 25,7322	\$ 26,9385	\$ 28,2058	\$ 29,5341
GIS Coordinator	21.35						
Senior Code Enforcement Officer	21.35						
Water Distribution Systems Operator	21.40						
Water Treatment Plant Maintenance Supervisor	21.40						
	22	\$ 51,133	\$ 53,523	\$ 56,032	\$ 58,668	\$ 61,431	\$ 64,339
Hourly Rate	22.35	\$ 28,0951	\$ 29,4082	\$ 30,7868	\$ 32,2352	\$ 33,7533	\$ 35,3511
Hourly Rate	22.40	\$ 24,5832	\$ 25,7322	\$ 26,9385	\$ 28,2058	\$ 29,5341	\$ 30,9322
Cad Technician	22.35						
Librarian II	22.35						
Real Property Appraiser	22.35						
	23	\$ 52,758	\$ 55,232	\$ 57,829	\$ 60,551	\$ 63,414	\$ 66,421
Hourly Rate	23.35	\$ 28,9879	\$ 30,3473	\$ 31,7742	\$ 33,2698	\$ 34,8429	\$ 36,4951
Hourly Rate	23.40	\$ 25,3644	\$ 26,5538	\$ 27,8024	\$ 29,1111	\$ 30,4875	\$ 31,9332
	24	\$ 55,232	\$ 57,829	\$ 60,551	\$ 63,414	\$ 66,421	\$ 69,575
Hourly Rate	24.35	\$ 30,3473	\$ 31,7742	\$ 33,2698	\$ 34,8429	\$ 36,4951	\$ 38,2280
Hourly Rate	24.40	\$ 26,5538	\$ 27,8024	\$ 29,1111	\$ 30,4875	\$ 31,9332	\$ 33,4495
Transit Supervisor	24.40						
Wastewater Treatment Plant Maintenance Supervisor	24.40						

Longevity Payments	Annual	Hourly Rate for 35 Hour Per Week Title	Hourly Rate for 40 Hour Per Week Title
	After 6th Year	\$ 350	\$ 0.1923
After 12th Year	\$ 700	\$ 0.3846	\$ 0.3365
After 18th Year	\$ 1,050	\$ 0.5769	\$ 0.5048
After 25th Year	\$ 1,400	\$ 0.7692	\$ 0.6731

Any title with a .35 after the grade designation is a 35 hour per week position.
Any title with a .40 after the grade designation is a 40 hour per week position.

CSEA Wage Chart
Effective July 1, 2020

Title	Grade	A	B	C	D	E	F
	6	\$ 25,430	\$ 26,527	\$ 27,693	\$ 28,907	\$ 30,178	\$ 31,527
Hourly Rate	6.35	\$ 13,9725	\$ 14,5753	\$ 15,2159	\$ 15,8830	\$ 16,5813	\$ 17,3225
Hourly Rate	6.40	\$ 12,2260	\$ 12,7534	\$ 13,3139	\$ 13,8976	\$ 14,5087	\$ 15,1572
Clerk	6.35						
	10	\$ 30,178	\$ 31,527	\$ 32,934	\$ 34,412	\$ 35,961	\$ 37,595
Hourly Rate	10.35	\$ 16,5813	\$ 17,3225	\$ 18,0956	\$ 18,9077	\$ 19,7588	\$ 20,6566
Hourly Rate	10.40	\$ 14,5087	\$ 15,1572	\$ 15,8337	\$ 16,5442	\$ 17,2889	\$ 18,0745
Library Clerk	10.35						
Records Clerk	10.35						
Senior Clerk	10.35						
Laborer I	10.40						
Municipal Worker I	10.40						
	11	\$ 31,527	\$ 32,934	\$ 34,412	\$ 35,961	\$ 37,595	\$ 39,294
Hourly Rate	11.35	\$ 17,3225	\$ 18,0956	\$ 18,9077	\$ 19,7588	\$ 20,6566	\$ 21,5901
Hourly Rate	11.40	\$ 15,1572	\$ 15,8337	\$ 16,5442	\$ 17,2889	\$ 18,0745	\$ 18,8913
Account Clerk Typist	11.35						
Records Clerk / Parking Enforcement Officer	11.35						
Secretary	11.35						
Senior Library Clerk	11.35						
Water Meter Reader	11.35						
Parks & Recreation Maintenance Worker	11.40						
	12	\$ 32,934	\$ 34,412	\$ 35,961	\$ 37,595	\$ 39,294	\$ 41,096
Hourly Rate	12.35	\$ 18,0956	\$ 18,9077	\$ 19,7588	\$ 20,6566	\$ 21,5901	\$ 22,5802
Hourly Rate	12.40	\$ 15,8337	\$ 16,5442	\$ 17,2889	\$ 18,0745	\$ 18,8913	\$ 19,7577
Building Maintenance Worker	12.40						
Stock Attendant	12.40						
Water Maintenance Mechanic	12.40						
	13	\$ 34,412	\$ 35,961	\$ 37,595	\$ 39,294	\$ 41,096	\$ 42,987
Hourly Rate	13.35	\$ 18,9077	\$ 19,7588	\$ 20,6566	\$ 21,5901	\$ 22,5802	\$ 23,6192
Hourly Rate	13.40	\$ 16,5442	\$ 17,2889	\$ 18,0745	\$ 18,8913	\$ 19,7577	\$ 20,6668
Bus Driver	13.40						
Motor Equipment Operator (Light)	13.40						
Refuse/Recycle Motor Equipment Operator	13.40						
Sign Maintenance Worker	13.40						
Tree Trimmer	13.40						
	14	\$ 35,961	\$ 37,595	\$ 39,294	\$ 41,096	\$ 42,987	\$ 44,968
Hourly Rate	14.35	\$ 19,7588	\$ 20,6566	\$ 21,5901	\$ 22,5802	\$ 23,6192	\$ 24,7077
Hourly Rate	14.40	\$ 17,2889	\$ 18,0745	\$ 18,8913	\$ 19,7577	\$ 20,6668	\$ 21,6192
Principal Library Clerk	14.35						
Senior Account Clerk Typist	14.35						
	15	\$ 37,595	\$ 39,294	\$ 41,096	\$ 42,987	\$ 44,968	\$ 47,044
Hourly Rate	15.35	\$ 20,6566	\$ 21,5901	\$ 22,5802	\$ 23,6192	\$ 24,7077	\$ 25,8484
Hourly Rate	15.40	\$ 18,0745	\$ 18,8913	\$ 19,7577	\$ 20,6668	\$ 21,6192	\$ 22,6173
Code Enforcement Aide	15.35						
Engineering Technician	15.40						
Water Meter Service Mechanic	15.40						
Water Treatment Plant Operator/Trainee	15.40						
Wastewater Treatment Plant Process Worker Trainee	15.40						
	16	\$ 39,294	\$ 41,096	\$ 42,987	\$ 44,968	\$ 47,044	\$ 49,224
Hourly Rate	16.35	\$ 21,5901	\$ 22,5802	\$ 23,6192	\$ 24,7077	\$ 25,8484	\$ 27,0462
Hourly Rate	16.40	\$ 18,8913	\$ 19,7577	\$ 20,6668	\$ 21,6192	\$ 22,6173	\$ 23,6654
Real Property Tax Service Aide	16.35						
Crew Chief	16.40						
Head Bus Driver	16.40						
Motor Equipment Operator (Heavy)	16.40						
Wastewater Treatment Plant Process Worker I	16.40						
Water Treatment Plant Operator	16.40						

CSEA Wage Chart
Effective July 1, 2020

Title	Grade	A	B	C	D	E	F
	17	\$ 41,096	\$ 42,987	\$ 44,968	\$ 47,044	\$ 49,224	\$ 51,516
Hourly Rate	17.35	\$ 22,5802	\$ 23,6192	\$ 24,7077	\$ 25,8484	\$ 27,0462	\$ 28,3055
Hourly Rate	17.40	\$ 19,7577	\$ 20,6668	\$ 21,6192	\$ 22,6173	\$ 23,6654	\$ 24,7673
Custodial & Maintenance Supervisor	17.35						
Information Services Technician	17.35						
Motor Equipment Mechanic	17.40						
Wastewater Treatment Plant Process Worker II	17.40						
Water Treatment Plant Maintenance Mechanic	17.40						
	18	\$ 42,987	\$ 44,968	\$ 47,044	\$ 49,224	\$ 51,516	\$ 53,924
Hourly Rate	18.35	\$ 23,6192	\$ 24,7077	\$ 25,8484	\$ 27,0462	\$ 28,3055	\$ 29,6286
Hourly Rate	18.40	\$ 20,6668	\$ 21,6192	\$ 22,6173	\$ 23,6654	\$ 24,7673	\$ 25,9250
Principal Account Clerk	18.35						
Senior Engineering Technician	18.35						
	19	\$ 44,968	\$ 47,044	\$ 49,224	\$ 51,516	\$ 53,924	\$ 56,452
Hourly Rate	19.35	\$ 24,7077	\$ 25,8484	\$ 27,0462	\$ 28,3055	\$ 29,6286	\$ 31,0176
Hourly Rate	19.40	\$ 21,6192	\$ 22,6173	\$ 23,6654	\$ 24,7673	\$ 25,9250	\$ 27,1404
GIS Technician	19.35						
SCADA Technician	19.35						
Industrial Pre-Treatment Lab Technician	19.40						
	20	\$ 47,044	\$ 49,224	\$ 51,516	\$ 53,924	\$ 56,452	\$ 59,108
Hourly Rate	20.35	\$ 25,8484	\$ 27,0462	\$ 28,3055	\$ 29,6286	\$ 31,0176	\$ 32,4769
Hourly Rate	20.40	\$ 22,6173	\$ 23,6654	\$ 24,7673	\$ 25,9250	\$ 27,1404	\$ 28,4173
Code Enforcement Officer	20.35						
Librarian I	20.35						
Lab Technician	20.40						
Wastewater Treatment Plant Lab Technician	20.40						
Wastewater Treatment Plant Process Worker III	20.40						
	21	\$ 49,224	\$ 51,516	\$ 53,924	\$ 56,452	\$ 59,108	\$ 61,892
Hourly Rate	21.35	\$ 27,0462	\$ 28,3055	\$ 29,6286	\$ 31,0176	\$ 32,4769	\$ 34,0066
Hourly Rate	21.40	\$ 23,6654	\$ 24,7673	\$ 25,9250	\$ 27,1404	\$ 28,4173	\$ 29,7558
GIS Coordinator	21.35						
Senior Code Enforcement Officer	21.35						
Water Distribution Systems Operator	21.40						
Water Treatment Plant Maintenance Supervisor	21.40						
	22	\$ 51,516	\$ 53,924	\$ 56,452	\$ 59,108	\$ 61,892	\$ 64,822
Hourly Rate	22.35	\$ 28,3055	\$ 29,6286	\$ 31,0176	\$ 32,4769	\$ 34,0066	\$ 35,6165
Hourly Rate	22.40	\$ 24,7673	\$ 25,9250	\$ 27,1404	\$ 28,4173	\$ 29,7558	\$ 31,1644
Cad Technician	22.35						
Librarian II	22.35						
Real Property Appraiser	22.35						
	23	\$ 53,154	\$ 55,646	\$ 58,263	\$ 61,005	\$ 63,890	\$ 66,919
Hourly Rate	23.35	\$ 29,2055	\$ 30,5747	\$ 32,0126	\$ 33,5192	\$ 35,1044	\$ 36,7687
Hourly Rate	23.40	\$ 25,5548	\$ 26,7529	\$ 28,0111	\$ 29,3293	\$ 30,7163	\$ 32,1726
	24	\$ 55,646	\$ 58,263	\$ 61,005	\$ 63,890	\$ 66,919	\$ 70,097
Hourly Rate	24.35	\$ 30,5747	\$ 32,0126	\$ 33,5192	\$ 35,1044	\$ 36,7687	\$ 38,5148
Hourly Rate	24.40	\$ 26,7529	\$ 28,0111	\$ 29,3293	\$ 30,7163	\$ 32,1726	\$ 33,7005
Transit Supervisor	24.40						
Wastewater Treatment Plant Maintenance Supervisor	24.40						

Longevity Payments	Annual	Hourly Rate for 35 Hour Per Week Title	Hourly Rate for 40 Hour Per Week Title
	After 6th Year	\$ 350	\$ 0.1923
After 12th Year	\$ 700	\$ 0.3846	\$ 0.3365
After 18th Year	\$ 1,050	\$ 0.5769	\$ 0.5048
After 25th Year	\$ 1,400	\$ 0.7692	\$ 0.6731

Any title with a .35 after the grade designation is a 35 hour per week position.
Any title with a .40 after the grade designation is a 40 hour per week position.

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

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

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

Attached for City Council consideration is an Agreement between the City of Watertown and the County of Jefferson, acting through the Jefferson County Office for the Aging. Under the terms of this Agreement, the City will provide transportation services through our CitiBus program to residents of Jefferson County who are sixty years of age or older to enable them to access and receive health, welfare and nutrition services. The Agreement is for the term April 1, 2018 to March 31, 2019, at a cost not-to-exceed \$5,600.00.

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

RESOLUTION

Page 1 of 1

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

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

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

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

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

WHEREAS the term of this Agreement is from April 1, 2018 through March 31, 2019, at a cost not-to-exceed \$5,600.00,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Agreement between the City of Watertown and Jefferson County, acting through the Jefferson County Office for the Aging, a copy of which is attached and made a part of this resolution, and

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

Seconded by

County of Jefferson
Office of the County Attorney

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

Fax not authorized for service



March 7, 2018

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

Re: Jefferson County Office for the Aging Agreement(s) -
CitiBus Transportation for the Elderly (4/1/18-3/31/18)



Dear Sir/Madam:

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

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

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

Thank you in advance for your anticipated cooperation.

Sincerely,

Kimberly A. Snow
Confidential Secretary
to the County Attorney

enc.

cc: Timothy Ruetten, OFA

County of Jefferson
Office of the County Attorney



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

PLEASE PROVIDE THIS TO YOUR INSURANCE AGENT

SUBJECT: INSURANCE CERTIFICATE & ENDORSEMENT REQUIREMENTS

I. Commercial General Liability Policy: Please mark either "Claims Made" or "Occur"; General Aggregate Limit will apply either per "Policy" or "Location". If "Location" is marked, a separate endorsement will need to be provided evidencing which locations are covered by the policy.

II. Automobile Liability Policy: Marking "Any Auto" is acceptable for referencing insurance coverage for all owned, hired and non-owned autos. If your business does not own any motor vehicles, then it will be necessary to verify same and request a waiver from providing "owned autos" coverage in writing to this office.

If your business does not own any motor vehicles and does not utilize any hired or non-owned motor vehicles for the provision of services or transportation of clients and/or Jefferson County employees, then it will be necessary to document that fact and request a waiver from providing automobile insurance coverage in writing to this office.

III. Additional Insured & Waiver of Subrogation Requirements

A. Commercial General Liability Policy: Jefferson County, its officers, employees and agents are to be named as primary and non-contributory additional insureds. If services are being provided directly to Jefferson County, then in addition, a waiver of subrogation shall apply in favor of Jefferson County, its officers, employees and agents.

B. Professional Liability Policy: Jefferson County, its officers, employees and agents are to be named as primary and non-contributory additional insureds **unless** services are being provided directly to Jefferson County, in which case such additional insured requirement shall not apply.

C. Automobile Liability Policy: Jefferson County, its officers, employees and agents are to be named as primary and non-contributory additional insureds **only** if the services to be provided are transportation services.

A copy of the additional insured and waiver of subrogation endorsement forms must also be submitted with the certificates of insurance.

IV. Workers Compensation and Disability Insurance Coverage: This office will only accept proof of (or exemption from) NYS Workers Compensation and Disability Insurance submitted on the approved forms from the NYS Workers Compensation Board and as described in your contract. ACORD forms are **not** acceptable.

V. Extended Reporting Coverage and Retroactive Date: If your Commercial General Liability and/or Professional Liability policies are "claims made" and are not replaced with another "claims made" policy(ies) which provides continuing, uninterrupted coverage, you will be required to purchase extended reporting coverage for a minimum of **three (3) years** after completion of all work required under your contract with Jefferson County. In addition, the retroactive date for all such "claims made" policy(ies) must be at least **one (1) year** prior to the commencement date of your contract and must be shown on the appropriate ACORD Form Certificate of Insurance.

AGREEMENT

This Agreement, made the ____ day of _____, 20__, by and between

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

- and -

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

WITNESSETH:

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

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

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

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

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

SECTION 1. DEFINITIONS

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

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

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

SECTION 2. TERM OF AGREEMENT

This Agreement shall take effect on April 1, 2018, and is for the period of April 1, 2018 through and including March 31, 2019.

SECTION 3. TERMINATION

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

SECTION 4. CONTRACTOR REPRESENTATIONS AND ACKNOWLEDGMENTS

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

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

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

SECTION 5. GENERAL STATEMENT OF SERVICES AND RESPONSIBILITIES

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

SECTION 6. RECORD KEEPING; AUDIT AND INSPECTION

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

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

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

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

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

SECTION 7. GRIEVANCE PROCEDURES

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

SECTION 8. COMPLIANCE WITH ALL LAWS

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

SECTION 9. FINANCIAL ARRANGEMENTS

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

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

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

SECTION 10. CONTRACT DEEMED EXECUTORY

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

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

SECTION 11. ASSIGNMENT; SUBCONTRACTING

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

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

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

SECTION 12. INSURANCE REQUIREMENTS

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability.

The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability and Motor Vehicle Liability policies. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

SECTION 13. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees

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

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

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

SECTION 14. NON-DISCRIMINATION

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

SECTION 15. NONWAIVER

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

SECTION 16. REMEDIES

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

SECTION 17. APPLICABLE LAW

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

SECTION 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

SECTION 19. SEVERABILITY

Should any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by a Court of competent jurisdiction, then (a) such provision shall be deemed stricken; (b) the balance of this Agreement, if capable of performance, shall remain in full force and effect; and (c) in the event that a provision is stricken pursuant to this Section then the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing

COUNTY OF JEFFERSON

By: _____

Scott A. Gray
Chairman, Board of Legislators

By: _____

Timothy J. Ruetten
Director, Office for the Aging

CONTRACTOR

By: _____

Sharon Addison
City Manager, City of Watertown

Tax Id No. _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this ___ day of _____, 20___, before me personally came **SCOTT A. GRAY**, to me personally known, who, being by me duly sworn, did depose and say that he is the Chairman of the Board of Legislators of Jefferson County, the municipal corporation described in and which executed the foregoing instrument; that he signed his name hereto for and on behalf of said County by order of the Jefferson County Board of Legislators.

NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this 9th day of March, 2018, before me personally came **TIMOTHY J. RUETTEN**, to me personally known, who, being by me duly sworn, did depose and say that he is the Director of the Jefferson County Office for the Aging, the administrative agency described in and which executed the foregoing instrument; that he signed his name hereto for and on behalf of said administrative agency by order of the Jefferson County Board of Legislators.

Ashley L Gascho

NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this ___ day of _____, 20___, before me personally came **SHARON ADDISON**, to me personally known, who, being by me duly sworn, did depose and say that (s)he is the City Manager of the City of Watertown, the **CONTRACTOR** described in and which executed the foregoing instrument, and (s)he executed said instrument for and on behalf of said **CONTRACTOR**.

Ashley L Gascho (Krusper)
Notary Public, State of New York
Qualified in Jefferson County
No 04KR6313705
Commission Expires October 27, 2018

NOTARY PUBLIC

JEFFERSON COUNTY OFFICE FOR THE AGING
GRIEVANCE PROCEDURES

I. Purpose

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

II. Notifying Participants of Right to File Grievance

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

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

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

III. Grievance Process

A. Filing of Grievance

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

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

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

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

B. Investigation and Response to Grievance

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

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

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

C. Appeal of Initial Response/Decision

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

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

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

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

IV. Recordkeeping

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

V. Confidentiality

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

APPENDIX "B"

Standard Terms and Conditions for Aging Programs and Services Contracts

1. Statutes, Regulations, and Policies: Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:
 - Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
 - Americans with Disabilities Act of 1990 (42 U.S. C. 12101, et seq.; see 92-PI-32, [8/4/92])
 - Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
 - Older Americans Act
 - Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
 - Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
 - Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
 - Equal Access to Services and Targeting Policy (12-PI-08)
 - Elder Law
2. Targeting: Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.
3. Language Access: Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

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

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

Res No. 6

March 28, 2018

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Agreement for Installation of Highway Lighting for State Highway, Arsenal Street Bridge Replacement

At the March 5, 2018 meeting, Council approved the New York State Department of Transportation (NYS DOT) lighting betterment cost difference for the Route 3 Arsenal Street Bridge Replacement.

NYS DOT is progressing with this project and is requesting we approve the attached Agreement for Installation of Highway Lighting for State Highway. The previous resolution Council approved on March 5 authorized payment for the betterment work, whereas this resolution authorizes execution of a Street Lighting Agreement whereby the City agrees to own and maintain the lights.

Attached for City Council consideration is a resolution approving this agreement.

RESOLUTION

Page 1 of 1

Approving Agreement for Installation of Highway Lighting for State Highway, Bridge Replacement, PIN 7115.16

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS on March 5, 2018, City Council approved authorizing payment to New York State for Incorporating Municipal Ornamental Street Lighting and Drainage Improvements Adjacent to Cedar Street, and

WHEREAS the City of Watertown and the Commissioner of Transportation desire to identify the respective responsibilities of the parties with regard to the highway lighting system,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Installation of Highway Lighting for State Highway, Bridge Replacement, PIN 7115.16, a copy of which is attached hereto and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign the agreement on behalf of the City.

Seconded by



Department of
Transportation

ANDREW M. CUOMO
Governor

PAUL A. KARAS
Acting Commissioner

STEVEN G. KOKKORIS, P.E.
Regional Director

March 13, 2018

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



Re. NYS ROUTE 3 (ARSENAL STREET) OVER CSX RAILROAD
BRIDGE REPLACEMENT
JEFFERSON COUNTY

Dear Ms. Addison:

As you are aware the NYSDOT is progressing the Route 3 Arsenal Street bridge replacement in the City of Watertown. As a part of this project the City is requesting ornamental street lighting be installed along NYS Route 3 – Arsenal Street. The next step in the process to request street lighting on this project is for the City to enter into an lighting agreement with the NYSDOT.

Attached is the lighting agreement needed to progress the installation of the ornamental street lights. Attached to the lighting agreement is Resolution 3 that the City passed on March 5, 2018.

Please present the enclosed lighting agreement to City Council and upon approval have the Clerk forward four copies of the lighting agreement (all with original signatures) to this 317 Washington Street Watertown, NY.

Should you have any questions about this lighting agreement, feel free to call me at any time. I can be reached at (315) 785-2340.

Sincerely

Brian A. Baxter
Regional Utility Engineer

Enclosures (1)

1. Lighting Agreement

cc: J. Woods, City Engineer, City of Watertown
J. Grill, NYSDOT Project Manger (w/o attachments)

AGREEMENT FOR INSTALLATION OF HIGHWAY LIGHTING FOR STATE HIGHWAY IDENTIFIED AS

**F.A.C. 52-4 & F.A.G.C. 52-5
BRIDGE REPLACEMENT
N.Y.S. ROUTE 3 OVER RAILROAD
CITY OF WATERTOWN - BIN 1000500
P.I.N. 7115.16**

Agreement # D _____

This Agreement, made this / / between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State") and the City Council of the City of Watertown which is herein referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, pursuant to Highway Law §10 (24) the Commissioner of Transportation (the "Commissioner"), may at the expense of the state, or using federal funds, provide for the construction/installation of street lighting, provided the Commissioner deems it practicable to perform such work for such Municipality/Sponsor in connection with the performance of any work of construction, reconstruction or improvement under the Highway Law; and

WHEREAS, the COMMISSIONER proposes to reconstruct a State Highway pursuant to the New York State Highway Law, such highway being identified as F.A.C. 52-4 in Jefferson County within the geographical jurisdiction of the MUNICIPALITY and geographical jurisdiction of Watertown in Jefferson and

WHEREAS, the MUNICIPALITY desires to have lighting on or along such highway within the geographical jurisdiction of the MUNICIPALITY; and

WHEREAS, it is recognized by the MUNICIPALITY and the COMMISSIONER that if the MUNICIPALITY desires to have lighting on or along such highway within the geographical jurisdiction of the MUNICIPALITY, the MUNICIPALITY will have to maintain, repair and energize such lighting at its own expense; and

WHEREAS, the MUNICIPALITY by **Resolution No. 3 of March 5, 2018** adopted and approved the plan for the installation, maintenance and energizing of said lighting and has provided such Resolution hereto, and has further authorized the City Council of the MUNICIPALITY to execute this Agreement on behalf of the MUNICIPALITY; and

WHEREAS, the City Council of the City of Watertown and the COMMISSIONER are desirous of identifying the respective responsibilities of the parties with regard to the highway lighting system;

NOW, THEREFORE, in consideration of the mutual promises and benefits moving to the parties, it is agreed as follows:

ARTICLE 1: DOCUMENTS FORMING THIS AGREEMENT. The parties agree that the Agreement consists of the following:

- a. Agreement: This document, entitled "Agreement for Maintenance, Repair and Energizing of Highway Lighting for State highway identified as" F.A.C 52-4;
- b. Schedule "A" - Description of Project, funding and deposit requirements;
- c. Appendix "A" - New York State Required Contract Provisions;
- d. Municipal Resolution(s): duly adopted resolution authorizing this agreement and the appropriate municipal office to execute the Agreement and undertake the project on the terms and conditions set forth herein.

ARTICLE 2: PROJECT RESPONSIBILITIES.

2.1 The COMMISSIONER shall provide for the furnishing and placing of the following items in connections with a highway lighting system on the above mentioned highway:

- a. Underground duct system, including conduit, pull boxes, handholds, and drainage pockets.
- b. Ducts, pull boxes, and anchor bolts on structures.
- c. Foundation for light standards.
- d. Light standards and bracket arms.
- e. Luminaries, wiring, switches and ballasts and all other components necessary to complete the lighting system.

2.2 Upon completion of construction of the above identified highway, the MUNICIPALITY shall, at its own expense, maintain the lighting system on or along such highway. Such maintenance shall include, but not be limited to:

- a. Repair of equipment which may be damaged from any cause whatsoever.
- b. Replacement of equipment which may be damaged from any cause whatsoever, such replacement material to be of equal character to the replaced equipment.
- c. Furnishing electric current for the lighting system during the customary night hours of each day of the year, at no cost or obligation to the STATE.
- d. Pole attachment fees are the responsibility of the MUNICIPALITY. Payment of such fees is to be made in accordance with the current Pole Attachment Agreement between the MUNICIPALITY and the utility company(s) involved.

ARTICLE 3: TERM.

3.1 This Agreement shall commence on _____, 2018, and shall expire twenty-five (25) years after the date of final acceptance of the Project. The MUNICIPALITY shall continue to maintain the lighting system for the period of **its useful life** or until such times the COMMISSIONER at his/her discretion determines that such lighting and/or the maintenance of such lighting system is no longer necessary for such State Highway.

3.2 The MUNICIPALITY agrees not to assign, transfer, convey, sublet or otherwise dispose of this agreement or any part thereof, or its right, title, or interest therein, or its power to execute such agreement to any person, company or corporation without prior consent in writing to the COMMISSIONER except as herein provided by Resolution attached hereto.

3.3 The COMMISSIONER herewith extends his/her consent to the MUNICIPALITY to establish a lighting district and transferring responsibility for maintenance of the lighting system and payment of ensuing energy cost to the MUNICIPALITY.

ARTICLE 4: REMEDIES.

4.1 In the event the MUNICIPALITY, without the prior consent of the COMMISSIONER, discontinues the energizing or discontinues payment for the energizing of the highway lighting system, which results in the STATE being required to pay the Federal government any moneys, as a penalty or otherwise, the MUNICIPALITY, upon notification by the COMMISSIONER of such requirement to pay, shall reimburse the STATE the amount of such required payment.

4.2 Further, it is expressly understood that the MUNICIPALITY shall indemnify and save harmless the STATE from claims, suits, actions, damages and costs of every name and description resulting from the discontinuance of the energizing or discontinuance of payment for energizing of the lighting system by the MUNICIPALITY.

4.3 The COMMISSIONER or the COMMISSIONER's representative may periodically inspect the highway lighting system provided and installed under the above identified project number to ascertain that the lighting system is being maintained in accordance with the terms of this Agreement and in condition satisfactory to the COMMISSIONER. The COMMISSIONER shall, in writing, notify the MUNICIPALITY of any observed deficiencies, listing such deficiencies within thirty (30) days of receipt of such notification. The COMMISSIONER or his/her representative shall arrange for a meeting to be held with the authorized representative of the MUNICIPALITY. At such meeting the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY shall discuss the means required to remedy the noted deficiencies. Based on the discussion, and based on the nature of the required remedial action, a reasonable time limit shall be mutually established by the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY for the satisfactory completion of remedial action by the MUNICIPALITY.

4.4 It is recognized by the parties hereto that failure of the MUNICIPALITY to complete the required remedial actions within the agreed upon time limit may subject the MUNICIPALITY to certain penalties. If the equipment supplied and installed by the STATE for the above subject lighting system was done pursuant to a Federally aided and Federally reimbursable contract, and the MUNICIPALITY fails to make the remedial actions within the agreed upon time limit, no further Federally aided project shall be approved for the MUNICIPALITY until such time as the lighting system is restored to the level and condition of maintenance required by this Agreement. In addition, failure of the MUNICIPALITY to make such remedial actions may subject the MUNICIPALITY to loss of State aid for other municipal contract.

ARTICLE 5: TERM OF AGREEMENT; EARLY TERMINATION. The term of this agreement shall extend for a period of twenty-five (25) years after the date of final acceptance for the Project. Prior to the expiration of the Agreement, the Municipality shall review the Agreement and determine whether it desires to continue maintaining said lighting system. If at any time after the useful life of the lighting the MUNICIPALITY, in its discretion, determines that it does not desire to maintain said lighting system, it will so notify the COMMISSIONER.

5.1 Where the MUNICIPALITY has no desire to maintain the lighting system, said fixtures will be removed by the STATE at the expense of the MUNICIPALITY, unless the STATE has funds available to maintain, repair and energize said lighting system, and the

COMMISSIONER, in his/her discretion, determines that such lighting is necessary for such State Highway. Upon notification by the COMMISSIONER of the removal cost, the MUNICIPALITY shall reimburse the STATE the amount specified. The cost of removal includes but is not limited to review and upgrading of roadway delineation features, including pavement markings, and any and all penalties, fees and/or other costs for unamortized fixtures which the STATE is required to pay the Federal Government.

ARTICLE 6: NOTICE REQUIREMENTS

6.1 All notices permitted or required **hereunder** shall be in writing and shall be transmitted either:

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

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

New York State Department of Transportation (NYSDOT)

Name: Brian Baxter

Title: Regional Utility Engineer

Address: 317 Washington Street Watertown NY, 13601

Telephone Number: (315) 785-2340

Facsimile Number: (315) 785-2576

E-Mail Address: brian.baxter@dot.ny.gov

Municipality – City of Watertown

Name: Justin Woods

Title: City Engineer

Address: 245 Washington Street (Room315) Watertown, NY 13601

Telephone Number: (315) 785-7740

Facsimile Number: (315) 785-7829

E-Mail Address: JWood@watertown-ny.gov

ARTICLE 7: PROJECT; MUNICIPAL PAYMENT/DEPOSIT

7.1 NYSDOT will the remove, relocate, replace and/or reconstruct the local facilities described in Schedule A annexed hereto in accordance with plans and specifications related thereto, as they may be amended or revised, and subject to such change orders as may be approved by NYSDOT in connection with its administration of the work and other work under the contract or contracts to be awarded by NYSDOT for or relating to the work under this Agreement.

7.2 The Municipality will deposit with the State Comptroller in a project escrow account the full amount of the local share (if any) of the estimated cost of the work to be performed on local facilities as described in Schedule A for payments by the Comptroller on account of Project costs and the reimbursement to the municipality of any excess amount of such deposit after project close out.

7.3 Monies in the project account shall be paid on account of facilities costs on the warrant of the State Comptroller on vouchers or requisitions approved by the Commissioner.

7.4 Upon completion and payment of the work to be performed on local facilities contemplated herein the Commissioner shall determine the costs thereof to be borne by the Municipality, and any excess of the deposit shall be paid to the Municipality on the warrant of the State Comptroller on vouchers approved by the Commissioner; and, in the event such costs exceed the amount of the deposit, the Municipality shall within 90 days of the receipt of notice from the Commissioner pay the amount of such deficiency to the State Comptroller.

7.5 The Municipality's/Sponsor's performance of its obligations hereunder is to be financed from (*check applicable source or sources if the municipal deposit is financed thereby*):

the proceeds of one or more loans from [for name of Bank or financial institution or company] that the Municipality/Sponsor represents have been committed as evidenced by the commitment letters annexed hereto. The Municipality/Sponsor pledges proceeds of such loans to the performance of its obligations hereunder in amount sufficient to pay for work to be performed on local facilities costs hereunder;

from amounts deposited by [name of Bank or financial institution or company above] with the Municipality/Sponsor into a segregated account solely for the purpose of financing work to be performed on local facilities costs, pursuant to the Municipality's/Sponsor's resolution establishing such account and providing for expenditures therefrom for such purpose;

by an irrevocable letter of credit, bond or other security (annexed hereto) acceptable to NYSDOT in the full amount of estimated Project Costs per Schedule A, solely for the purpose of paying the costs for work to be performed on local facilities and providing for expenditures therefrom or sight drafts thereon by NYSDOT negotiable through and acceptable to the State's depository bank for such purpose; or

from an escrow established pursuant to a written escrow agreement between the Municipality/Sponsor and the Company solely for the purpose of financing work to be performed on local facilities costs, pursuant to the Municipality's/Sponsor's resolution authorizing such escrow Agreement and providing for expenditures therefrom for such purpose.

SCHEDULE A
DESCRIPTION OF PROJECT, FUNDING AND DEPOSIT REQUIREMENTS.

Is the project linked to a State project in the area? **YES** or No

If linked to a State project, describe the State project:

The State project is PIN 7115.16, titled Bridge Replacement N.Y.S. Route 3 over CSX Railroad, and is for the construction of BIN 1000500 on State Highway F.A.C. 52-4 in Jefferson County.

Description of the work to be performed on local facilities:

The City of Watertown by **Resolution No. 3** adopted on the fifth day of March, 2018, requested and authorized the State Department of Transportation to proceed with the necessary arrangements to incorporate the construction of the lighting system located on N.Y.S. Route 3, also known as Arsenal Street, from STA 34+60 to STA 44+60 - for station limits.

The State in connection with our request has incorporated the local project with the work of PIN 7115.16 as set forth in the plans and specifications for said project.

Engineer's Estimate	<u>\$ 283,670.00</u>
Federal Aid Eligible	<input checked="" type="radio"/> YES or No
State Share (in dollars)	<u>\$25,334.00</u>
Federal Share (in dollars)	<u>\$101,336.00</u>
Local Share (in dollars)	<u>\$157,000.00</u>

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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RESOLUTION

Page 1 of 2

Authorizing Payment to New York State for Incorporating Municipal Ornamental Street Lighting and Drainage Improvements Adjacent to Cedar Street

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY
X	
X	
X	
	X
X	
4	1

Introduced by

Council Member Cody J. Horbacz

WHEREAS in connection with the contract for the bridge replacement of NYS Route 3 (Arsenal Street) over CSX Railroad, the City of Watertown, S.H. 52-4 & 52-5, Jefferson county, by Resolution for Incorporating Municipal Ornamental Street Lighting and For Incorporating Drainage Improvements Adjacent to Cedar Street (No. 2), adopted on March 5, 2018, requested and authorized the State Department of Transportation to proceed with the necessary arrangement to construct ornamental street lighting and to perform drainage improvements adjacent to Cedar Street, with the cost of said ornamental lighting system work and drainage improvements in connection therewith to be borne by the City of Watertown, and

WHEREAS the City Council of the City of Watertown desires that the ornamental lighting system replacement and drainage improvements, the City share of which based on the "additional cost" method is estimated to cost \$176,000, be replaced at the sole expense of the City of Watertown, in connection with the above mentioned State contract, as set forth in the plans and proposal for said project,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 10, Subdivision 27 of the New York Highway Law, the sum of \$176,000 is hereby appropriated to cover the cost of the ornamental lighting system and drainage improvements, and the City Comptroller is hereby authorized and directed to deposit such sum with the State Comptroller within ten (10) days of letting, and

BE IT FURTHER RESOLVED that the City of Watertown will own and maintain said ornamental lighting system and drainage improvements subsequent to the construction thereof, and

RESOLUTION

Page 2 of 2

Authorizing Payment to New York State for
Incorporating Municipal Ornamental Street
Lighting and Drainage Improvements
Adjacent to Cedar Street

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY
X	
X	
X	
	X
X	
4	1

BE IT FURTHER RESOLVED, that the City Clerk of the City of Watertown is hereby directed to transmit give (5) certified copies of the foregoing resolution to the following address:

Jeffrey L. Grill, P.E.
Design Project Engineer
New York State Department of Transportation
317 Washington Street
Watertown, NY 13601

Seconded by Council Member Ryan J. Henry-Wilkinson

TO: Honorable Mayor and Members of City Council

FROM: Vicky L. Murphy, Water Superintendent

RE: Resolution Authorizing Amendment No. 2 of GHD Engineering Agreement for Influent Screen Replacement and Grit System Improvements Project

The City of Watertown entered into an engineering services agreement with GHD for the Influent Screen Replacement and Grit System Improvements in May of 2017. The project was originally incorporated in the 2016/17 (Phase 1) and 2017/18 (Phase 2) capital budgets without consideration of grant funding.

With GHD's assistance (Amendment #1), the City of Watertown received 25% grant funding (\$412,500) for the design and construction of the Influent Screen Replacement and Grit System Improvements project, under the New York State Infrastructure Improvement Act (WIA) program administered by New York State Environmental Facilities Corporation (NYSEFC).

Amendment No. 2, a copy of which is attached, contains additional assistance with NYSEFC requirements to include: incorporation of bid packets for State Revolving Fund (SRF) for both projects; coordination of submittal reviews, approvals and distribution; maintaining payment records and project cost accounting for funding; MBO assistance; and AIS and other SRF funding compliance assistance. An additional three to four periodic project meetings is also expected.

Attached for Council consideration is the resolution authorizing Amendment No. 2 of the GHD Agreement for the Influent Screen Replacement and Grit System Improvements project. Funding for this project is provided by the Bond Ordinance previously approved by City Council for the bar screens replacement project and the replacement of the grit removal equipment project.

RESOLUTION

Page 1 of 1

Authorizing Amendment No. 2 of the GHD Engineering Agreement for the Influent Screen Replacement and Grit System Improvements Project

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown, New York, entered into an engineering services agreement with GHD for the influent Screen Replacement and Grit System Improvements project in May of 2017, and

WHEREAS with GHD’s assistance, the City of Watertown received 25% grant funding (\$412,500) for the design and construction of the project under the New York State Infrastructure Improvement Act (WIIA) program administered by New York State Environmental Facilities Corporation, and

WHEREAS the City Council desires to receive the 25% funding for the project, and

WHEREAS the Grant Agreement includes additional services not included in the GHD engineering services agreement to meet the NYSEFC requirements,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts Amendment No. 2 of the GHD agreement, a copy of which is attached and made part of this resolution, to include the additional services to meet NYSEFC requirements for the grant.

Seconded by



AMENDMENT NO. 2

TO AGREEMENT BETWEEN
CITY OF WATERTOWN
AND
GHD CONSULTING SERVICES INC.

WHEREAS, GHD Consulting Services Inc. (ENGINEER) and the City of Watertown (OWNER) entered into Agreement dated May 12, 2017 to perform engineering services for Influent Screen Replacement and Grit System Improvements for the City of Watertown Water Pollution Control Facility; and

WHEREAS, the OWNER received 25 percent grant funding for the design and construction of the Influent Screen Replacement and Grit System Improvements project under the New York State Infrastructure Improvement Act (WIIA) program administered by New York State Environmental Facilities Corporation; and

WHEREAS, the OWNER has requested ENGINEER to provide Bidding and Construction Phase services; and

NOW, THEREFORE, ENGINEER and OWNER agree to amend the Agreement as follows.

SCOPE OF SERVICES

Add the following to the scope of services:

Bidding

1. Prepare electronic format Contract Documents and distribute to prospective bidders and equipment vendors. If the OWNER wishes to have hard copies of the Contract Documents, they will be prepared as a direct expense.
2. Assist the OWNER in securing bids and conduct a pre-bid conference to review the project with prospective bidders.
3. Receive and respond to questions during bidding period and issue addenda as needed.
4. Attend the bid opening, review, evaluate, and tabulate bids and make a recommendation of award.

Construction Administration

1. Incorporation of EFC, Bid Packet for State Revolving Fund (SRF) funding (both Screening and Grit Contract Documents)
 - a. Screening – by Construction Field Order
 - b. Grit – by modification to Bid Documents
2. Consult between Contractor and the OWNER, including project meetings, progress reports, payment applications, change orders, etc.
3. Coordinate disciplines.
4. Provide services related to applicable laws, regulations, and codes of regulating entities.
5. Coordinate submittal review, approval, and distribution. Maintain a master file of submittals and communications.
6. Perform intermittent site visits by ENGINEER at appropriate stages of construction. Site visits will be coordinated with biweekly meetings.



7. Assist the OWNER throughout the entire construction period.
8. Review project schedules received from the Contractors.
9. Hold and attend periodic project meetings during the active construction period and distribute meeting minutes from those meetings. It is anticipated that the active construction period will be four months. Ten meetings are anticipated.
10. Maintain payment records and project cost accounting.
11. Be present onsite during startup of equipment.
12. Review Contractor red line drawings and coordinate as-built drawings.
13. Minority Business Officer (MBO) Assistance:
 - a. Assist Owner and Owner's MBO with obtaining Contractor documentation as it pertains to compliance with New York State Environmental Facilities Corporation (NYSEFC) in support of grant funding and loan financing received by the City. Documentation shall include, where applicable.
 - Forms and Documentation prior to Contract Extension
 - Utilization Plans
 - Monthly Compliance Reports
 - Utilization Reports (MWBE and EEO)
 - Waivers
 - Proof of Payments to MWBE and Service-Disable Veteran-Owned Business (SDVOB)
14. AIS and other SRF-Funding Compliance Assistance:
 - a. Assist Owner with obtaining and maintaining proper documentation from each Contractor for compliance with NYSEFC and the SRF financing. Documentation shall include, where applicable.
 - AIS Contractor Certifications
 - AIS Manufacturer's Certifications
 - Apprentice and Trainee Certifications
 - Weekly Certified Payrolls for Prime and Subcontractors
 - b. EFC Audit Support

PROJECT FEES

Based on the above scope of services, ENGINEER proposes to complete this work on a lump sum basis as follows:

Grit System Improvements Project	
Bidding.....	\$4,190
Construction Administration	\$28,500
MBO Assistance (Both Screening and Grit Projects).....	\$3,880
AIS and SRF Funding Support (Both Screening and Grit Projects).....	\$2,820
Total Lump Sum.....	\$39,390



PROJECT SCHEDULE

ENGINEER will complete the scope of services through final completion of the construction contract. The construction contract completion will be based upon a total of ten (10) months from Contractor's Notice to Proceed.

AUTHORIZATION

The return of one signed copy of this Amendment No. 2, together with a copy of a formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for ENGINEER to proceed with the scope of services outlined above.

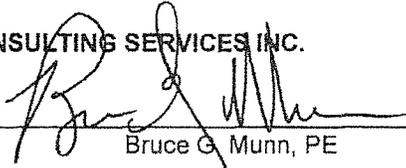
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 2 as of the last date entered below.

ENGINEER:

OWNER:

GHD CONSULTING SERVICES INC.

CITY OF WATERTOWN, NEW YORK

By: 
Bruce G. Munn, PE

By: _____
Sharon Addison

Title: Vice President

Title: City Manager

Date: 3/8/18

Date: _____

BGM/mrv

Res No. 8

March 27, 2018

To: The Honorable Mayor and City Council

From: Vicky L. Murphy, Water Superintendent

Subject: Acceptance of the Clean Water Act Grant through the New York State Lead Service Line Replacement Program (LSLRP)

On November 11, 2017, Governor Cuomo announced that the City of Watertown had been awarded \$607,629 through the New York State Lead Service Line Replacement Program created through the New York State Clean Water Act of 2017 to provide grant funds to assist municipalities in the replacement of lead service lines.

Engineering fees, legal fees, municipal administration fees, construction, and site/property restoration are included. The Water Department will use their own work force to expedite the program. The New York State contract requirements for MWBE, wage rates and reporting will all need to be met.

The attached resolution authorizes the City Manager, Sharon Addison, to enter into and execute the Grant Agreement on behalf of the City.

RESOLUTION

Page 1 of 1

Designating the City Manager as the Authorized Representative to Enter Into and Execute the Clean Water Act Grant Through the New York State Lead Service Line Replacement Program

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown, New York, has homes with water service lines containing lead, and

WHEREAS on November 11, 2017, Governor Cuomo announced that the City of Watertown had been awarded \$607,629 through the New York State Lead Service Line Replacement Program created through the New York State Clean Water Act of 2017, and

WHEREAS the Program includes engineering fees, legal fees, municipal administration fees, construction, and property restoration costs for eligible residential homes, and

WHEREAS the City Council desires to seek funding for lead service line replacements through the grant from the New York State Lead Service Line Replacement Program, and

WHEREAS the Grant Agreement requires that the municipality designate an Authorized Representative for the project, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the City Manager to enter into and execute the Clean Water Act Grant through the New York State Lead Service Line Replacement Program.

Seconded by

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>Department of Health</p> <p>Department of Health Corning Tower Empire State Plaza Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01</p> <p>CONTRACT NUMBER: DOH01-C33217GG-3450000</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>WATERTOWN CITY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>City of Watertown</p>	<p>PROJECT NAME:</p> <p>Lead Service Line Replacement Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002584</p> <p>Federal Tax ID Number: 156000419</p> <p>DUNS Number (if applicable): 071600076</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>245 WASHINGTON ST STE 203 WATERTOWN, NY 13601</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption State/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DOH01-C33217GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 03/01/2018 To: 02/29/2020</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 03/01/2018 To: 02/29/2020</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$607,629.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	03/01/2018-02/28/2019	\$303,815.13		
2	03/01/2019-02/29/2020	\$303,813.87		
3				
4				
5				

Contract Number: # DOH01-C33217GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants
- Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-4 Net Deficit Budget
 B-1 (A) Expenditure Based Budget (Amendment)
 B-2 (A) Performance Based Budget (Amendment)
 B-3 (A) Capital Budget (Amendment)
 B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment M

Contract Number: # DOH01-C33217GG-3450000

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:
WATERTOWN CITY OF

By: _____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Health

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V). Contract Number: # DOH01-C33217GG-3450000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

- h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).
- i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
 4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
 5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
 6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
 7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

⁹ Not applicable to not-for-profit entities.

**ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES**

Part A. Agency Specific Clauses

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

A. 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).

B. Prohibition on Purchase of Tropical Hardwoods:

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

2. 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.

C. MacBride Fair Employment Principles: 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.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the

Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,

which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:
 - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
- I.** The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
- J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
- K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.
- L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national

origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-1 in the paper based contract:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-2 in the paper based contract:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any 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.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE *quarterly* voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

Bureau of Water Supply Protection
Corning Tower, Room 1110
Empire State Plaza
Albany, NY 12237

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that

it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Roger Sokol, Ph.D.

Title: Director, Division of Environmental Health Protection

Address: Corning Tower, Rm 1619, Empire State Plaza

Telephone Number: 518-402-7500

Facsimile Number: 518-402-7599

E-Mail Address: roger.sokol@health.ny.gov

Vendor/Grantee

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

Part B. Program Specific Clauses

Attachment A-1 Part B intentionally omitted.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Lead Service Line Replacement Program

CONTRACTOR SFS PAYEE NAME: WATERTOWN CITY OF

CONTRACT PERIOD: From: 03/01/2018

To: 02/28/2019

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$106,184.37	\$0.00	0 %	\$0.00	\$106,184.37
b) Fringe	\$69,298.50	\$0.00	0 %	\$0.00	\$69,298.50
Subtotal	\$175,482.87	\$0.00	0 %	\$0.00	\$175,482.87
2. Non Personal Services					
a) Contractual Services	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Travel	\$0.00	\$0.00	0 %	\$0.00	\$0.00
c) Equipment	\$54,256.50	\$0.00	0 %	\$0.00	\$54,256.50
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$74,075.76	\$0.00	0 %	\$0.00	\$74,075.76
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$128,332.26	\$0.00	0 %	\$0.00	\$128,332.26
TOTAL	\$303,815.13	\$0.00	0 %	\$0.00	\$303,815.13

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
Crew Chief (Water)	\$41,853.00	40	67.98	6	\$14,225.83
MEO Light (Water)	\$41,410.00	40	90.59	6	\$37,513.32
MEO Light (DPW)	\$37,519.00	40	20.42	6	\$11,492.07
Maintenance Mechanic	\$38,249.00	40	84.47	6	\$16,154.47
Maintenance Mechanic	\$38,249.00	40	70.75	6	\$13,530.58
Crew Chief (DPW)	\$42,964.00	40	22.04	6	\$4,734.63
Water Distribution Supervisor	\$69,041.00	40	24.72	6	\$8,533.47
				Subtotal	\$106,184.37
TOTAL FRINGE					
					\$69,298.50
			PERSONAL SERVICES TOTAL		\$175,482.87

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL - TYPE/DESCRIPTION	TOTAL
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
City-owned back-hoe (includes; fuel, licensing, insurance, maintenance)	\$9,000.00
City-owned dump truck (includes; fuel, licensing, insurance, maintenance)	\$13,321.50
City-owned service truck (includes; fuel, licensing, insurance, maintenance)	\$30,375.00
City-owned roller (includes; fuel, licensing, insurance, maintenance)	\$1,147.50
City-owned road saw (includes; fuel, licensing, insurance, maintenance)	\$412.50
TOTAL	\$54,256.50

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
Copper Pipe	\$7,492.26
Topsoil	\$8,625.00
Crusher Run	\$11,090.00
Asphalt	\$31,719.00
Copper Fittings	\$2,647.50
Curb Stops	\$7,534.00
Curb Boxes	\$4,968.00
TOTAL	\$74,075.76

OTHER - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Lead Service Line Replacement Program

CONTRACTOR SFS PAYEE NAME: WATERTOWN CITY OF

CONTRACT PERIOD: From: 03/01/2018

To: 02/28/2019

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

New York's Clean Water Infrastructure Act of 2017 (Act) amended the Public Health Law to require the Department of Health (Department) to institute a Lead Service Line Replacement Program (LSLRP) to provide municipalities with grant funds to facilitate the replacement of lead water service lines from the public water main to the residence.

LSLRP awarded municipalities will work with homeowners to confirm the presence of a lead service line and the need to have it replaced. Municipalities will coordinate the replacement of the lead service line and submit project related vouchers/invoices to the State for reimbursement.

The following program areas (both existing areas as well as new initiatives) must be addressed in the work plan developed for the municipality to achieve the objective of the legislation.

Note: All program activities must be conducted in accordance with the applicable federal and state laws and regulations as well as applicable New York State Department of Health policies and procedures.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

1 Project Outline

Tasks

1 Municipalities work with residential property owners to confirm the presence of lead service lines. If lead service line is present, confirm that residential property owner wishes to have it replaced.

Performance Measures

1 Project Outline #1 - I. Municipality submits project outline and budget to NYSDOH for review.

Tasks

2 Municipalities enter an agreement with residential property owners to allow work on privately owned property.

Performance Measures

1 Project Outline #2 - See performance measure for project outline #1

2 Project Outline #3 - See performance measure for project outline #1

Tasks

3 Municipalities work with residential property owners and public water system to coordinate the replacement of residential lead service lines (design, water service shut-off, construction, restoration, etc.).

Performance Measures

ATTACHMENT C - WORK PLAN

DETAIL

Objective

2 Complete proposed workplan

Tasks

1 The municipality will facilitate the replacement of lead drinking water service lines

Performance Measures

1 Completed proposed work plan - I. Provide the anticipated number of lead service lines to be replaced. The City of Watertown anticipates replacing seventy-five (75) residential lead service lines.

II. Municipality submits quarterly report of completed work and expense vouchers that will be subject to audit.

Objective

3 Homeowner education

Tasks

1 Provide residential property owners who participated in the program with information on flushing procedures after lead service line replacement is complete.

Performance Measures

1 Public Outreach - I. Municipality submits copy of information and list of properties information was provided to.

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than ___ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

Consolidated Fiscal Report (CFR) ¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

1

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DOH01-C33217GG-3450000

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ____. The agency shall complete its audit and notify vendor of the results no later than ____. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

The invoice/claim for payment will be sent to the NYSDOH's Bureau of Water Supply Protection within 30 days. Backup documentation must include the locations including residential addresses for each lead service line included in the invoice/claim.

Attachment M

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<https://ny.newnycontracts.com/>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
 - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
 - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - c. 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.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. **Form #4 - Staffing Plan**

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial after the waiver has been fully processed.

- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

VII. Liquidated Damages - MWBE Participation

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

Res No. 9

March 13, 2018

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Public Auction of City Owned Parcels

On March 12th City Council reviewed City owned properties that are not needed to be kept for a municipal purpose. The attached properties were determined to be best disposed of by public auction. 522 Water Street was omitted from the report as it is part of the Sewalls Island clean-up.

The following resolution authorizes a public auction to be held on Monday, April 30th at 6:00 p.m. A public notice of the auction is required to be published once a week in the Watertown Daily Times for three weeks. All bids received at the public auction will then be presented to City Council in resolutions on May 7th to accept or reject the offers.

Before considering the attached resolution, Staff requests that Council review the two Staff Reports also on tonight's agenda regarding some of these vacant lots.

For Sale by Public Auction

<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
166 Academy Street (House is demolished)	11-03-220.000	Vacant Residential	50' x 109'	Residential C	\$8,500 (LAND ONLY)	\$1,000
158 Academy Street (House is demolished)			66' x 115'		\$12,100 (LAND ONLY)	



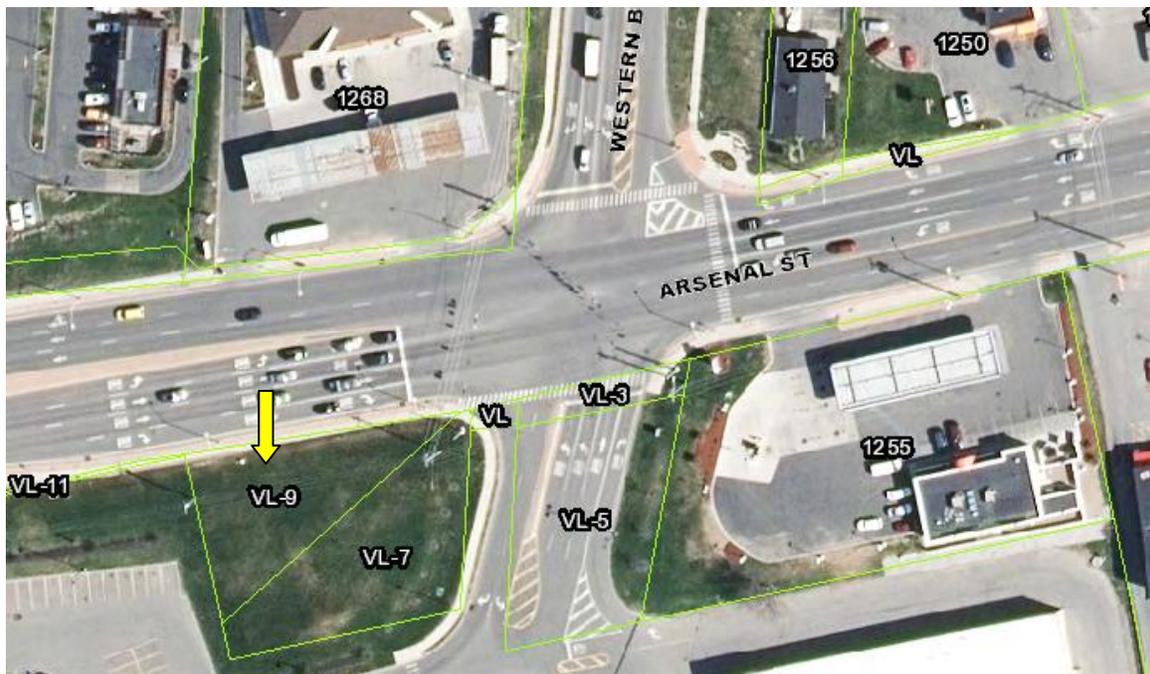
<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
103 Alexandria Avenue	1-10-310.000	Vacant Residential	30' x 70'	Residential B	\$500	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
VL-6 Arsenal Street	8-05-104.002	Vacant Commercial	8' x 77'	Commercial	\$600	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
VL-9 Arsenal Street	9-22-102.001	Vacant Commercial	181' x 118'	Commercial	\$25,000	\$100



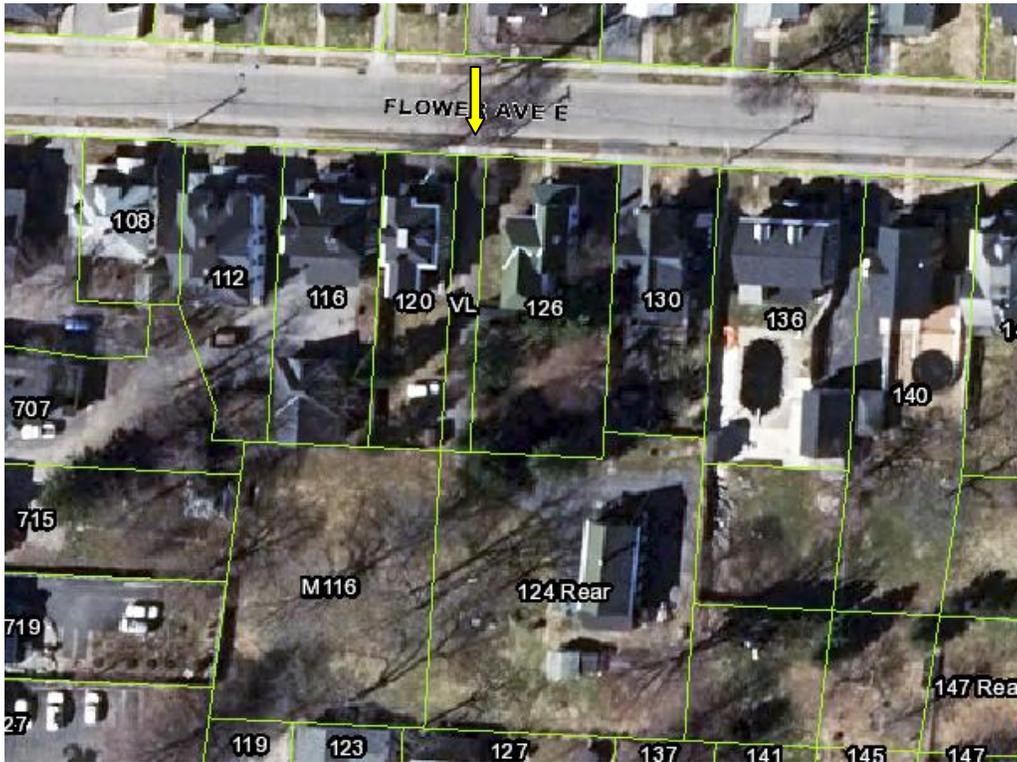
<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
VL Burlington Street	3-05-331.000	Vacant Residential	50' x 110'	Residential C	\$4,750	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
524 Cooper Street	2-02-114.000	Vacant Residential	22' x 118'	Residential B	\$800	\$100



Parcel #	Parcel #	Property Class	Lot size	Zoning	Assessed Value	Minimum Bid
VL Flower Avenue East	11-12-130.001	Vacant Residential	14' x 145'	Residential B	\$1,400	\$100



Parcel #	Parcel #	Property Class	Lot size	Zoning	Assessed Value	Minimum Bid
239 High Street	6-04-101.000	Vacant Commercial	72' x 116'	Commercial	\$13,300	\$500



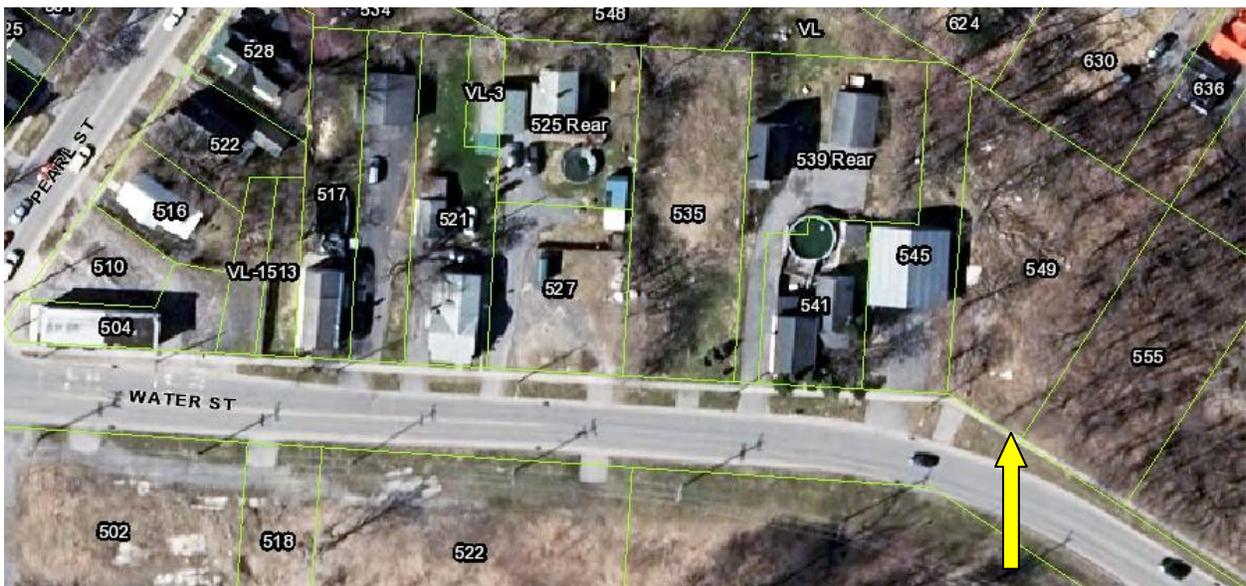
Parcel #	Parcel #	Property Class	Lot size	Zoning	Assessed Value	Minimum Bid
517 Jefferson Street	6-04-211.000	Single Family	54' x 42'	Residence C	\$26,100	\$1,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
VL Rutland Street North	6-08-102.001	Vacant Residential	9' x 88'	Neighborhood Business	\$600	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
549 Water Street	4-14-105.000	Vacant Residential	44' x 170'	Residential C	\$9,100	\$500



Parcel #	Parcel #	Property Class	Lot size	Zoning	Assessed Value	Minimum Bid
71 North Street	4-26-405.000	Vacant Commercial	50' x 100'	Residential C	\$200	
72 North Street	4-26-404.000	Vacant Commercial	50' x 110'	Residential C	\$200	
73 North Street	4-26-403.000	Vacant Commercial	50' x 115'	Residential C	\$200	
74 North Street	4-26-402.000	Vacant Commercial	50' x 115'	Residential C	\$200	
77 North Street	4-27-703.000	Vacant Commercial	50' x 130'	Residential C	\$500	\$500
78 North Street	4-27-702.000	Vacant Commercial	50' x 135'	Residential C	\$500	
79 Walnut Avenue	4-27-701.000	Vacant Industrial	50' x 103'	Residential C	\$500	
80 Walnut Avenue	4-27-706.000	Vacant Industrial	50' x 103'	Residential C	\$500	
81 Walnut Avenue	4-27-701.000	Vacant Industrial	49' x 95'	Residential C	\$500	



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
424 Vanduzee Street	1-18-102.000	Vacant Industrial	9.5 acres	Light Industry	\$287,500	\$100,000



RESOLUTION

Page 1 of 4

Authorizing Public Auction for Sale
of City Owned Properties

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns certain lots of land acquired at Tax Sale and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as follows:

<u>Parcel Number</u>	<u>Address</u>
11-03-219.000	158 Academy Street
11-03-220.000	166 Academy Street
01-10-310.000	103 Alexandria Avenue
08-05-104.002	VL-6 Arsenal Street
09-22-102.001	VL-9 Arsenal Street
03-05-331.000	VL Burlington Street
02-02-114.000	524 Cooper Street
11-12-130.001	VL Flower Avenue East
06-04-101.000	239 High Street
06-04-211.000	517 Jefferson Street
04-26-405.000	71 North Street
04-26-404.000	72 North Street
04-26-403.000	73 North Street
04-26-402.000	74 North Street
04-27-703.000	77 North Street
04-27-702.000	78 North Street
06-08-102.001	VL Rutland Street North
01-18-102.000	424 Vanduzee Street
04-27-701.000	79 Walnut Avenue
04-27-706.000	80 Walnut Avenue
04-27-701.000	81 Walnut Avenue
04-14-105.000	549 Water Street

RESOLUTION

Page 2 of 4

Authorizing Public Auction for Sale
of City Owned Properties

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

And,

WHEREAS title said land has been retained by the City of Watertown, and

WHEREAS the City Council deems the properties to be excess and not required for any City purposes, and

WHEREAS the City Council desires to ensure that properties such as those listed above be brought into compliance with all applicable provisions of the New York State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year 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 13 adopted by the Council, on June 6, 1977, the Comptroller of the City of Watertown be and he hereby is authorized to publish a Notice of Sale of the parcels of land above mentioned once a week for three (3) consecutive weeks in the official newspaper of the City of Watertown to the effect that said parcels of land will, at 6:00 p.m. on the 30th day of April, 2018, in the 3rd Floor City Council Chambers in the Municipal Building, 245 Washington Street, be offered individually for sale to the highest bidder and there present, under the conditions herein set forth:

The aforesaid parcels are conveyed, together with all rights and privileges affecting the same, and also together with all buildings, improvements and appurtenances located upon said described parcels, and

BE IT FURTHER RESOLVED that the City Comptroller be and he hereby is authorized to accept bids for said parcels, in an amount not less than the minimum price set below, subject

RESOLUTION

Page 3 of 4

Authorizing Public Auction for Sale
of City Owned Properties

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

to the rights of the said City Council to reject any and all bids, and

<u>Parcel Number</u>	<u>Address</u>	<u>Minimum Bid</u>
11-03-219.000 and 11-03-220.000	158 Academy Street and 166 Academy Street }	\$1,000
01-10-310.000	103 Alexandria Avenue	\$ 100
08-05-104.002	VL-6 Arsenal Street	\$ 100
09-22-102.001	VL-9 Arsenal Street	\$ 100
03-05-331.000	VL Burlington Street	\$ 100
02-02-114.000	524 Cooper Street	\$ 100
11-12-130.001	VL Flower Avenue East	\$ 100
06-04-101.000	239 High Street	\$ 500
06-04-211.000	517 Jefferson Street	\$ 1,000
04-26-405.000, 04-26-404.000, 04-26-403.000, 04-26-402.000, 04-27-703.000, 04-27-702.000, 04-27-701.000, 04-27-706.000 and 04-27-701.000	71 North Street, 72 North Street, 73 North Street, 74 North Street, 77 North Street, 78 North Street, 79 Walnut Avenue, 80 Walnut Avenue and 81 Walnut Avenue }	\$ 500
06-08-102.001	VL Rutland Street North	\$ 100
01-18-102.000	424 Vanduzee Street	\$100,000
04-14-105.000	549 Water Street	\$ 500

BE IT FURTHER RESOLVED that the highest bidder deposit at least 10 percent (10%) of the bid price at the same time of each said successful bid with the City Comptroller, and

RESOLUTION

Page 4 of 4

Authorizing Public Auction for Sale
of City Owned Properties

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that said parcels of land shall be then sold to the successful bidder for cash or certified funds only, and

BE IT FURTHER RESOLVED that the Notice of Sale, any offer to purchase, and any deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of the City’s delivery of the deed to the buyer, the City shall have the right to seek reversion of title to the City, and

BE IT FURTHER RESOLVED that the said bids shall be submitted to the Mayor and City Council for their approval or rejection, and

BE IT FURTHER RESOLVED that the City reserves the right to withdraw any parcel prior to the public sale of said parcels.

Seconded by

Res No. 10

March 27, 2018

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Finding That Changing the Approved Zoning Classification of Parcel Number 5-18-501.000 and Construction of the Proposed Site Plan at the Same Parcel Will Not Have a Significant Impact on the Environment

At its March 6, 2018 meeting, the City Planning Board adopted a motion recommending that the City Council change the approved zoning classification of Rear Hunt Street, Parcel Number 5-18-501.000, from Residence B to Residence C District. The Council has scheduled a public hearing on the request for Monday, April 2, 2018, at 7:30 p.m.

Also at its March 6, 2018, meeting the City Planning Board adopted a motion recommending that the City Council approve a request for Site Plan Approval for the Construction of a new 14,500 Square-Foot Access Drive and Site Improvements at the same parcel.

The City Council must complete Part 2, and Part 3 if necessary, of the Short Environmental Assessment Form and adopt the attached resolution before it may vote on either the Zone Change Ordinance or on the Resolution that approves the site plan.

To avoid SEQR segmentation, the Council must consider the zone change and the site plan together when completing Part 2 of the Short EAF. The resolution states that the proposed zone change and site plan will not have a significant impact on the environment.

RESOLUTION

Page 1 of 2

Finding That Changing the Approved Zoning Classification of Parcel Number 5-18-501.000 and Construction of the Proposed Site Plan at the Same Parcel Will Not Have a Significant Impact on the Environment

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown, New York, has before it an Ordinance for the zone change application of Matthew R. Morgia, P.E. of Aubertine and Currier, P.L.L.C. on behalf of the Watertown Housing Authority to change the approved zoning classification of Rear Hunt Street, Parcel Number 5-18-501.000 from Residence B to Residence C, and

WHEREAS the City Council of the City of Watertown, New York, has before it an application for Site Plan Approval submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, P.L.L.C., on behalf of the Watertown Housing Authority, for the construction of a 14,500 square-foot access drive and site improvements at Rear Hunt Street, Parcel Number 5-18-501.000, and

WHEREAS the City Council must evaluate all proposed actions submitted for its consideration in light of the State Environmental Review Act (SEQRA), and the regulations promulgated pursuant thereto, and

WHEREAS the approval of the zone change and constructing the site plan would both constitute such an "Action," and to avoid any SEQR segmentation, these must be considered together as a single action, and

WHEREAS the City Council has determined that changing the zoning classification of this property and the proposed construction constitute an Unlisted Action as that term is defined by 6NYCRR Section 617.2 (ak), and

WHEREAS there are no other involved agencies for SEQRA review as that term is defined in 6NYCRR Section 617.2 (s), and

RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of Parcel Number 5-18-501.000 and Construction of the Proposed Site Plan at the Same Parcel Will Not Have a Significant Impact on the Environment

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

WHEREAS to aid the City Council in its determination as to whether the proposed zone change and site plan will have a significant impact on the environment, Part I of a Short Environmental Assessment Form has been prepared by the applicant, a copy of which is attached and made part of this Resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that:

1. Based upon its examination of the Short Environmental Assessment Form and comparing the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known and the adoption of the zone change and the construction of the site plan, as proposed, will not have a significant impact on the environment.
2. The Mayor of the City of Watertown is authorized to execute the Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.
3. This Resolution shall take effect immediately.

Seconded by

Short Environmental Assessment Form

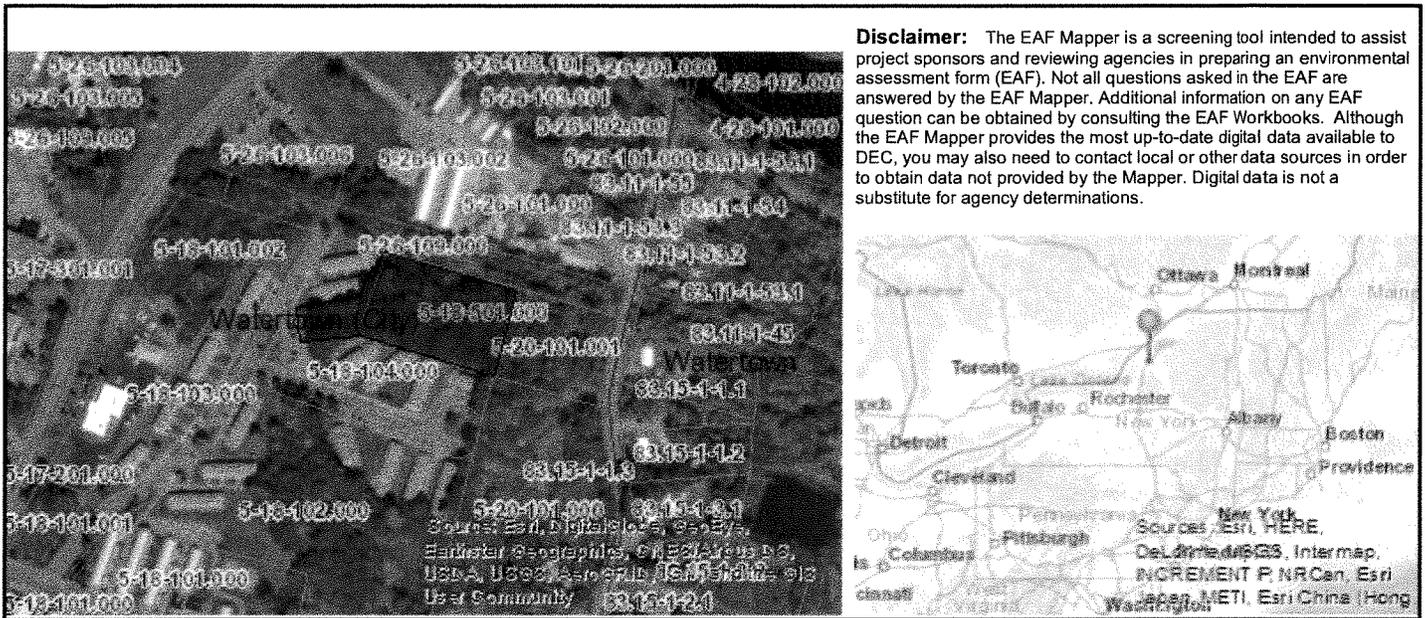
Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Project: Hunt Street Storage Building Improvements Sponsor: Watertown Housing Authority			
Name of Action or Project: Hunt Street Storage Building Improvements			
Project Location (describe, and attach a location map): Rear Hunt Street, Tax Parcel Number 5-18-501.000			
Brief Description of Proposed Action: The project consists of renovating an existing 4,864 SF storage building and improving site access and utilities. Associated site improvements include a 14,500 SF asphalt access drive, drainage, and site lighting. The access drive will connect to an existing asphalt drive apron near the community building within the Meadowbrook Apartment property. The building will not contain water or sewer utilities. An underground electric service will be extended from an existing transformer located on the Meadowbrook property southwest of Building 342. A buried 500 gallon propane tank will be installed to provide heating fuel to a portion of the storage building. In conjunction with the construction aspects of the project, the property will undergo a zoning change from Residence B to Residence C. Once the zone change is complete, the project site (Tax Parcel No. 5-18-501.000) will be assembled with the neighboring Meadowbrook property (Tax Parcel No. 5-18-104.000).			
Name of Applicant or Sponsor: Watertown Housing Authority		Telephone: (315) 782-2866	
		E-Mail: mrobare@whany.org	
Address: 140 Mechanic Street			
City/PO: Watertown		State: NY	Zip Code: 13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: City of Watertown - Site Plan Approval City of Watertown - Zone Change Approval			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		17.7 acres	
b. Total acreage to be physically disturbed?		0.81 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		17.7 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input checked="" type="checkbox"/> Parkland			

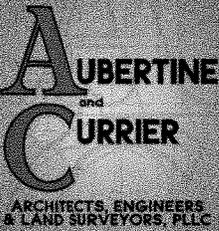


Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

SHORT EAF SUMMARY REPORT:

Questions 12b, 13a, and 15 are answered automatically by the EAF mapper based upon limited digital mapping information that is available.

- Questions 12b, Archeological Sites, is answered yes due to the presence of multiple historic buildings in the City of Watertown. A submission to SHPO has been made requesting more information regarding this project.
- Questions 13a, Wetland or Other waterbodies, is answered yes due to the presence of the Black River within 1000' of the project site. The project does not impact any wetland or shoreline area. A submission to the DEC has been made requesting more information regarding this project.
- Question 15, Threatened or Endangered Species, is answered yes due to the reported presence of the Northern Long-eared Bat within the City of Watertown. A submission to the DEC has been made requesting more information regarding this project.



AUBERTINE
and
CURRIER
ARCHITECTS, ENGINEERS
& LAND SURVEYORS, PLLC

NYS WBE/DBE Certified
SBA Woman Owned
Small Business (WOSB)

aubertinecurrier.com

522 Bradley Street
Watertown, New York 13601

Phone: 315.782.2005
Fax: 315.782.1472

Managing Partner
Annette M. Mason, P.E.
Structural Engineer

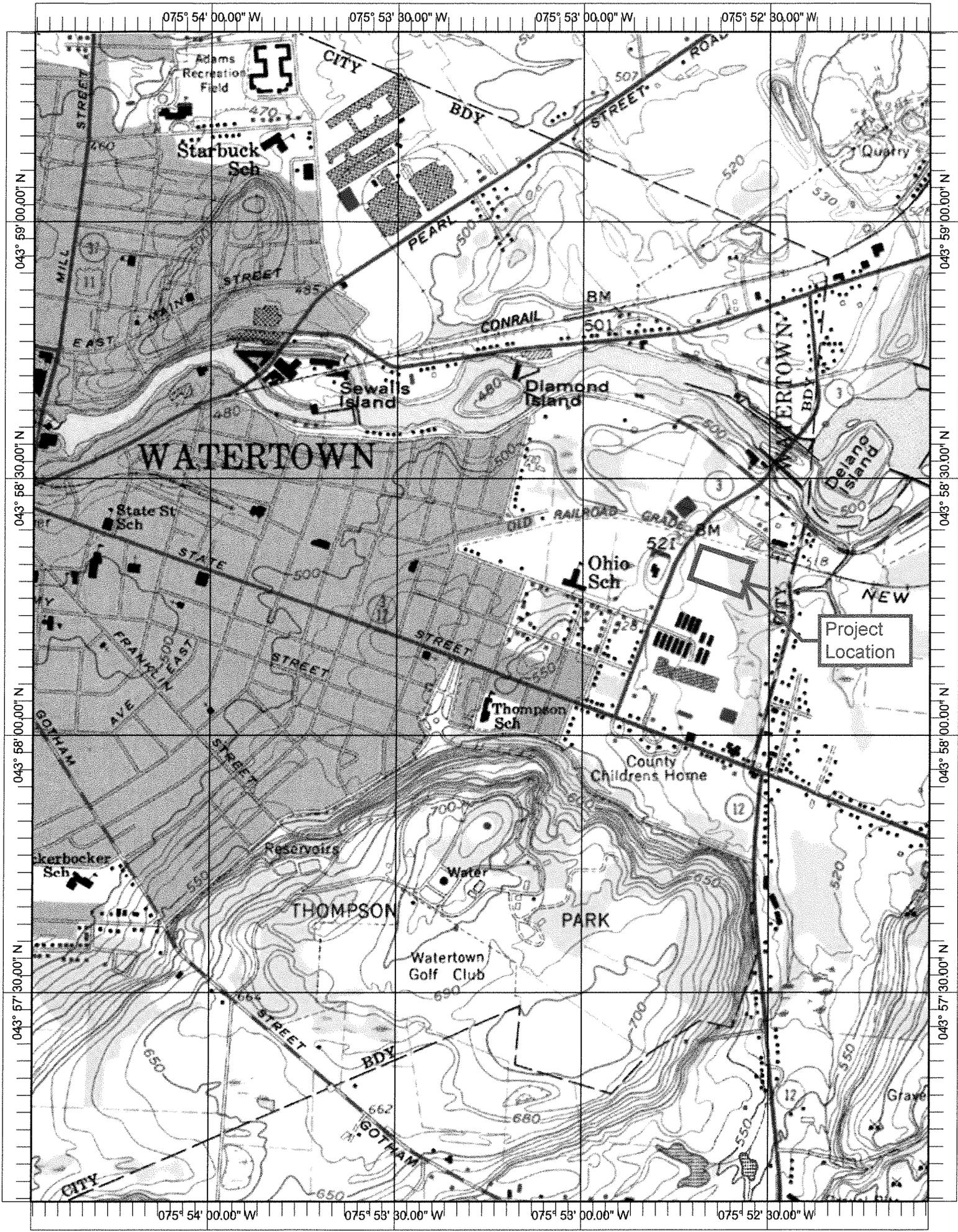
Partners
Michael L. Aubertine, R.A.
Architect

Patrick J. Currier, R.A.
Architect

Brian A. Jones, AIA.,
LEED AP BD+C
Architect

Matthew R. Morgia, P.E.
Civil Engineer

Jayson J. Jones, P.L.S.
Land Surveyor



Project: _____

Date: _____

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Project: _____
 Date: _____

**Short Environmental Assessment Form
 Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

Res No. 11

March 27, 2018

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Approving the Site Plan for the Construction of a 14,500 Square-Foot Access Drive and Site Improvements at Rear Hunt Street, Parcel Number 5-18-501.000

Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC, on behalf of the Watertown Housing Authority, has submitted a request for the above subject Site Plan Approval.

The City Planning Board reviewed the request at its meeting held on March 6, 2018, and voted to recommend that the City Council approve the site plan with the condition listed in the resolution. Attached is an excerpt from their meeting minutes.

The Jefferson County Planning Board also reviewed the site plan on March 27, 2018, pursuant to General Municipal Law Section 239-m.

The Staff Report prepared for the Planning Board, the Site Plan application, drawings and other related materials have all been previously sent to Council as part of the Planning Board agenda package. The complete application package can also be found in the online version of the City Council agenda.

Previously on the agenda, the City Council considered a SEQRA resolution that covered the site plan for this project and the related zone change application. The two actions were considered together in order to avoid segmentation of the environmental review.

The resolution prepared for City Council consideration approves the site plan submitted to the City Engineering Department on March 6, 2018 with the condition listed in the resolution.

RESOLUTION

Page 1 of 2

Approving the Site Plan for the Construction of a 14,500 Square-Foot Access Drive and Site Improvements at Rear Hunt Street, Parcel Number 5-18-501.000

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC, on behalf of the Watertown Housing Authority, has submitted an application for Site Plan Approval for the construction of a 14,500 Square-Foot Access Drive and Site Improvements at Rear Hunt Street, Parcel Number 5-18-501.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on March 6, 2018, and voted to recommend that the City Council of the City of Watertown approve the site plan with the following condition:

1. The applicant must obtain a Fence Permit and Building Permit, minimally, prior to construction.

And

WHEREAS the Jefferson County Planning Board reviewed the site plan application at its meeting held on March 27, 2018, pursuant to General Municipal Law Section 239-m , and

WHEREAS the City Council has previously determined that the proposed construction and site plan is an Unlisted Action and will not have a significant impact on the environment,

NOW THEREFORE BE IT RESOLVED that it is an express condition of this Site Plan Approval that the applicant provide the City Engineer with a copy 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 Code 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 Code Enforcement Officer is

RESOLUTION

Page 2 of 2

Approving the Site Plan for the Construction of a 14,500 Square-Foot Access Drive and Site Improvements at Rear Hunt Street, Parcel Number 5-18-501.000

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that Site Plan Approval is hereby granted to Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC, on behalf of the Watertown Housing Authority for construction of a 14,500 square-foot access drive and site improvements at Rear Hunt Street, Parcel Number 5-18-501.000, as depicted on the site plan submitted to the City Engineer on March 6, 2018, contingent upon the applicant meeting the condition listed above.

Seconded by:

**SITE PLAN APPROVAL
REAR HUNT STREET – PARCEL NUMBER 5-18-501.000**

The Planning Board then considered a request submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, P.L.L.C. on behalf of the Watertown Housing Authority for construction of a new 14,500 square-foot access drive and site improvements at Rear Hunt Street, Parcel Number 5-18-501.000.

Mr. Morgia remained to represent this request.

Mr. Morgia then said that he had a letter prepared to provide responses to Staff's memorandum and distributed hard copies to the Planning Board. Mr. Morgia then gave a brief overview of the project area, identifying a number of Meadowbrook apartment buildings as well as the Black River Trail.

Mr. Morgia then drew the Planning Board's attention to an existing storage building on an adjacent landlocked parcel. He said that the WHA purchased that parcel a year ago and wanted to assemble it with their property and provide access to the storage building.

Mr. Morgia then said that the project under consideration here was a proposed access drive to the storage building, as well as renovations to one end of the building. He then pointed to the building and identified where one section of the access drive would connect to a full loading dock. Mr. Morgia said that the WHA was proposing this as a gravel drive currently, but that they would consider paving it if the eventual use level warranted.

Mr. Morgia then discussed electrical power extensions, a proposed propane tank to heat one end of the building and drainage improvements proposed for parts of the ground surrounding the building, including an area where the WHA recently removed a playground that is now particularly susceptible to ponding.

Mr. Morgia then said that there is an existing fence along the property line that divides the apartment complex from the subject parcel. He said that the plan was to clear this line of vegetation and install a new fence along the north and east sides of the property as well.

Mr. Morgia then described all the proposed lighting along the access drive and said that the proposed light poles would include security cameras, and that that was about it. Mr. Coburn then asked if Mr. Morgia wanted to go through the summary items.

Mr. Morgia then addressed the first summary item, which required the applicant to depict accurate directional setbacks on the site plan. Mr. Morgia said that this condition was because the proposed parcel assemblage with Meadowbrook would change which sides of the parcel were the front, rear and sides, which all carry different setback requirements. He said that his team had made these revisions.

Mr. Morgia then addressed the second summary item, which required the applicant to reduce the height of the proposed fence. Mr. Morgia said that the proposal was

always for six feet in height and that the original submission erroneously depicted the height as eight feet. He then assured the Planning Board that the fence would only be six feet high.

Mr. Morgia then addressed the third summary item, which required the applicant to provide a tree protection detail. Mr. Morgia said that his team added this to the plans and then pointed out where the fence would be. He added that the driveway's path proactively sought to avoid conflict with existing trees.

Mr. Morgia then addressed the fourth summary item, which required the applicant to add a particular note of engineering language dealing with right-of-way work to the plans. Mr. Morgia said that the language was now on the revised plan set.

Mr. Morgia then addressed the fifth summary item, which identified all the necessary permits that the applicant would need to obtain. Mr. Morgia acknowledged all of the listed permits.

Mr. Lumbis then asked about the fourth summary item, specifically where it appeared in the revised plan set. Mr. Morgia replied that it should be under the general notes section. Mr. Lumbis then said that he found it. Mr. Arquitt then said that he did not anticipate any work occurring within the right-of-way, but that the language should be there nonetheless.

Mr. Coburn then asked if that took care of all the conditions except for the permits. Mr. Lumbis then asked if the proposed storm drain in the former playground area was new from what Staff had seen previously. Mr. Morgia replied that they had discussed the storm drain during the pre-application meeting. Mr. Arquitt then asked Mr. Morgia if he had verified the inverts. Mr. Morgia replied in the affirmative and said that the drain would pick up existing drainage and eliminate ponding from saturation.

Mr. Arquitt then asked if there was a reason that the proposed driveway was 20 feet wide. Mr. Morgia replied that the National Fire Protection Association (NFPA) now required that all access roads be 20 feet wide and added that the NFPA's former standard was 15 feet.

Mr. Coburn then asked if anyone had any further questions. Hearing none, he asked for a motion. Mr. Katzman then made a motion to recommend that City Council approve the request for Site Plan Approval submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, P.L.L.C. on behalf of the Watertown Housing Authority for construction of a new 14,500 square-foot access drive and site improvements at Rear Hunt Street, Parcel Number 5-18-501.000, as shown in plans submitted to the City Engineering Department on March 6, 2018, contingent upon the following:

1. The applicant must obtain a Fence Permit and Building Permit, minimally, prior to construction.

Ms. Fields seconded the motion and all voted in favor.

Public Hearing – 7:30 p.m.

March 27, 2018

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Changing the Approved Zoning Classification of Rear Hunt Street, Parcel Number 5-18-501.000, From Residence B to Residence C

A request has been submitted by Matthew R. Morgia of Aubertine and Currier, PLLC, on behalf of the Watertown Housing Authority, for the above subject zone change request. The Planning Board reviewed the request at its March 6, 2018 meeting and adopted a motion recommending that City Council approve the zone change request as submitted.

Attached is the zone change application, a Staff Report on the request prepared for the Planning Board and an excerpt from their meeting minutes.

The City Council has scheduled a public hearing on the zone change request for 7:30 p.m. on Monday, April 2, 2018. After the public hearing, the City Council must approve the SEQRA resolution before voting on the attached ordinance.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of Rear Hunt Street, Parcel Number 5-18-501.000 from Residence B to Residence C

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by Council Member Mark C. Walczyk

BE IT ORDAINED where Matthew R. Morgia of Aubertine and Currier, PLLC, on behalf of the Watertown Housing Authority, has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of Rear Hunt Street, Parcel Number 5-18-501.000 from Residence B to Residence C, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its March 6, 2018 meeting and adopted a motion recommending that City Council approve the zone change, and

WHEREAS the Jefferson County Planning Board is scheduled to review the application at its meeting scheduled for March 27, 2018, pursuant to General Municipal Law Section 239-m , and

WHEREAS a public hearing was held on the proposed zone change on April 2, 2018, after due public notice, and

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

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

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of Rear Hunt Street, Parcel Number 5-18-501.000, shall be changed from Residence B to Residence C District, and

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

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

Seconded by Council Member Cody J. Horbacz

Ord No. 2

March 13, 2018

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Changing the Approved Zoning Classification of Rear Hunt Street, Parcel Number 5-18-501.000, From Residence B to Residence C

Matthew R. Morgia of Aubertine and Currier, PLLC, on behalf of the Watertown Housing Authority, has submitted the above subject zone change request.

The Planning Board reviewed the request at its March 6, 2018 meeting and adopted a motion recommending that City Council approve the zone change request as submitted. Attached is an excerpt from their meeting minutes.

The Staff Report prepared for the Planning Board, the zone change application, maps and other related materials have all been previously sent to Council as part of the Planning Board agenda package. The complete application package can also be found in the online version of the City Council agenda.

The ordinance attached for City Council consideration approves the zone change as requested. The City Council must hold a public hearing on the ordinance before it may vote. It is recommended that a public hearing be scheduled for 7:30 p.m. on Monday, April 2, 2018. A SEQRA resolution will be presented for City Council consideration at that meeting.

ZONE CHANGE
REAR HUNT STREET – PARCEL # 5-18-501.000
RESIDENCE B to RESIDENCE C

The Planning Board then considered a request submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, P.L.L.C. on behalf of the Watertown Housing Authority to change the approved zoning classification of Rear Hunt Street, Parcel Number 5-18-501.000 from Residence B to Residence C.

Mr. Morgia remained to represent this request.

Mr. Morgia began by noting that this was the same subject parcel as the previous application where the existing storage building was. He said that the subject parcel was zoned Residence B and the adjacent Meadowbrook parcel was zoned Residence C, and the request was to change the subject parcel to Residence C to facilitate assembling it with Meadowbrook.

Mr. Lumbis then said that this was common sense because it brings the parcels into the same zoning classification and the assemblage would make the storage building legal, as a storage building cannot be the principal structure on a Residence B or C parcel. He then summarized that combining the parcels made the storage structure a legal accessory use and the zone change made it uniform.

Ms. Fields then moved to recommend that City Council approve the request submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, P.L.L.C. on behalf of the Watertown Housing Authority to change the approved zoning classification of Rear Hunt Street, Parcel Number 5-18-501.000 from Residence B to Residence C.

Mr. Coburn seconded the motion and all voted in favor.

February 20, 2018

City of Watertown
Attn: Justin Wood, City Engineer
Room 305, City Hall
245 Washington Street
Watertown, NY 13601

Re: **Zone Change Request**
Hunt Street Storage Building Improvements
Watertown Housing Authority (A&C Proj. #2015-034.012)
Rear Hunt Street, Watertown, NY

Dear Mr. Wood:

Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC on behalf of Michael Robare of Watertown Housing Authority is requesting to be included on the agenda for the March 6, 2018 City of Watertown Planning Board meeting for a zone change request to Residence C for Tax Parcel 5-18-501.000. The requested zone change is intended to be the first step towards assembly of Tax Parcel 5-18-501.000 (Hunt Street Storage Building) with adjacent Tax Parcel 5-18-104.000 (Meadowbrook Apartments), to then facilitate the existing storage building to serve as an accessory use to Meadowbrook Apartments.

Included with this submission are sixteen (16) copies of this cover letter, 11"x17" copy of the Overall Site Plan, an ortho map and a Tax Map with the parcel highlighted. A check for \$100.00 is included for the review fee.

Additional information on the Hunt Street Storage Building Improvements project have been submitted as a separate Site Plan application. If there are any questions, please feel free to contact our office at your earliest convenience.

Sincerely,
Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC



Matthew R. Morgia, P.E.
Civil Engineer

Attachments

Cc: Charles Lyttle, Maintenance Supervisor, WHA
Michael Robare, Executive Director, WHA



NYS WBE/DBE Certified
SBA Woman Owned
Small Business (WOSB)

aubertinecurrier.com

522 Bradley Street
Watertown, New York 13601

Phone: 315.782.2005
Fax: 315.782.1472

Managing Partner
Annette M. Mason, P.E.
Structural Engineer

Partners
Patrick J. Currier, R.A.
Architect

Brian A. Jones, AIA.,
LEED AP BD+C
Architect

Matthew R. Morgia, P.E.
Civil Engineer

Jayson J. Jones, P.L.S.
Land Surveyor

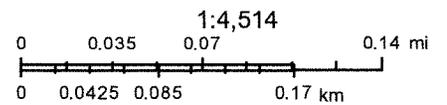
WHA Hunt Street Storage Building (Zone Change Request)



2 / 20 / 2018 7 : 09 : 28 AM

- ROADS  Black River
- Parcels
- City Boundary

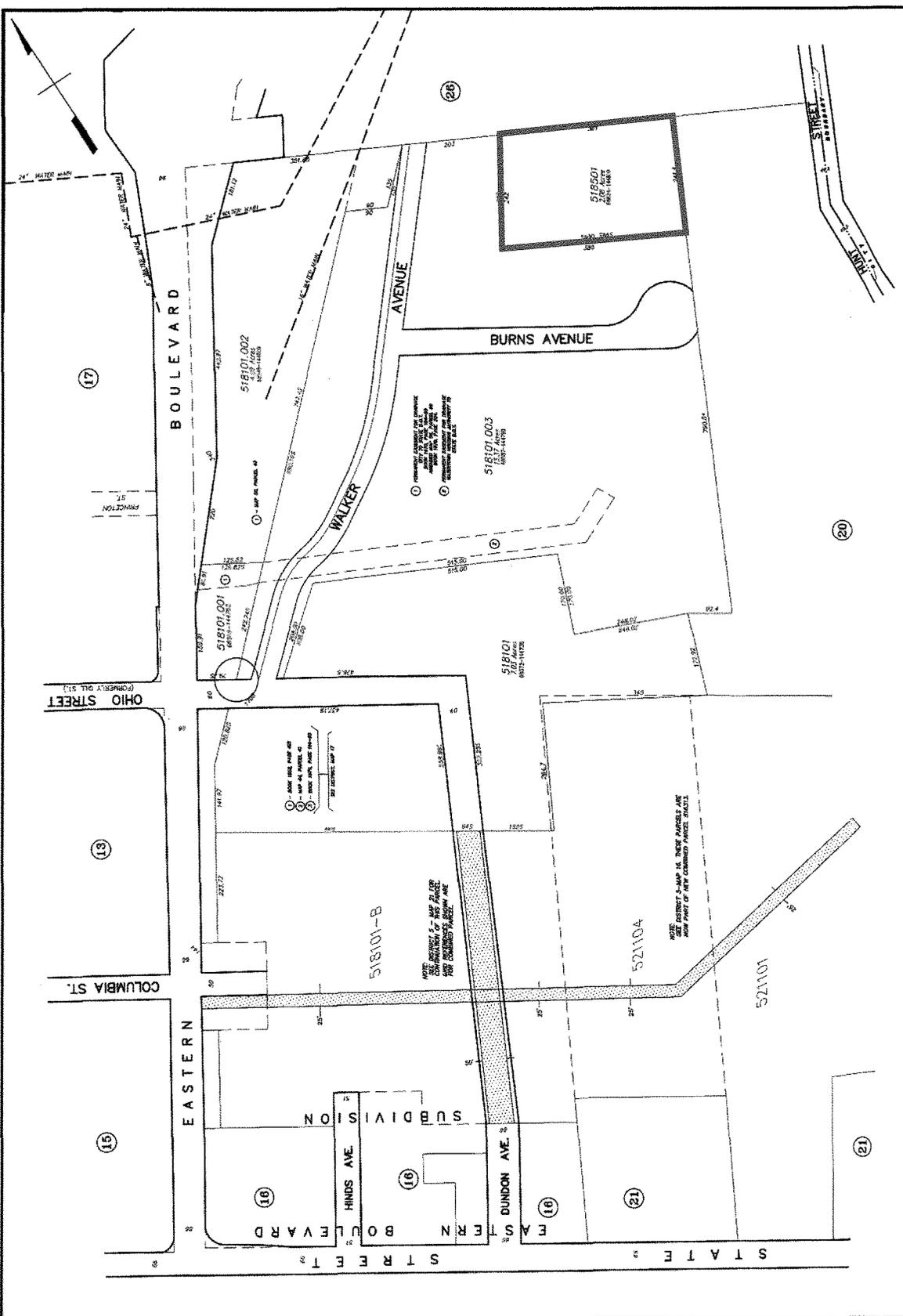
WHA requests a zone change for Tax Parcel 5-18-501.000 from Residence B to Residence C. WHA will subsequently assemble Tax Parcel 5-18-501.000 with Tax Parcel 5-18-104.000.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

MADE FOR
DEPARTMENT OF ASSESSMENT AND TAXATION
 CITY OF WATERTOWN, N. Y.

BY
 DEPARTMENT OF ENGINEERING
 CITY OF WATERTOWN, N. Y.



REVISED DECEMBER 11, 2003

DISTRICT 5 MAP 18

SCALE: 1 INCH = 100 FEET
 FOR TAX PURPOSES ONLY
 NOT TO BE USED FOR CONVEYANCE

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MEMORANDUM

CITY OF WATERTOWN, NEW YORK
OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7740 – FAX: 315-785-7829

TO: Planning Board Members
FROM: Michael A. Lumbis, Planning and Community Development Director
SUBJECT: Zone Change – Rear Hunt Street
DATE: March 1, 2018

Request: To change the approved zoning classification of Rear Hunt Street, Parcel Number 5-18-501.000 from Residence B to Residence C
Applicant: Matthew R. Morgia, P.E. of Aubertine and Currier, P.L.L.C. on behalf of the Watertown Housing Authority
Owner(s): Watertown Housing Authority
SEQRA: Unlisted
County review: Yes

Comments: The applicant is requesting a zone change in order to create uniform zoning with the neighboring parcel at 342 Walker Avenue. The Watertown Housing Authority (WHA) owns both parcels and plans to assemble them. Under current zoning, such an assemblage would create a split-zoned parcel.

The applicant is simultaneously seeking Site Plan Approval to renovate the storage building on the subject parcel and to pave an access aisle to it. Once assembled, the building would be a legal accessory structure on a single Residence C parcel and would meet all required setbacks.

Land Use Plan: The City's adopted Land Use Plan designates the majority of this parcel for Commercial use. However, it designates the westernmost third as High Density Residential and it designates a narrow sliver of land at the eastern end of the parcel as Medium Density Residential. Therefore, the proposed zone change would be partially consistent with the Land Use Plan.

It is unclear why the plan divides its recommendations for the parcel into three different uses, as the parcel boundaries pre-date the 1987 Land Use Plan. However, it is Staff's opinion that the areas planned for residential uses were likely measured from Walker Avenue and Hunt Street respectively, and the area planned for commercial use is related to the railroad history of the present Black River Trail parcel.

Please refer to the attached map, prepared by City Staff, for clarification on the overlap of the Land Use Plan with present day parcel boundaries and zoning.

Parcel History: It is clear from a previous deed that the subject parcel's boundaries date to at least 1928. This parcel therefore has always been landlocked in the sense that it never fronted on any public road right-of-way. The parcel once fronted on an active railroad line to the north, now the site of the present-day Black River Trail, which is likely why the storage building is so close to the northern property line.

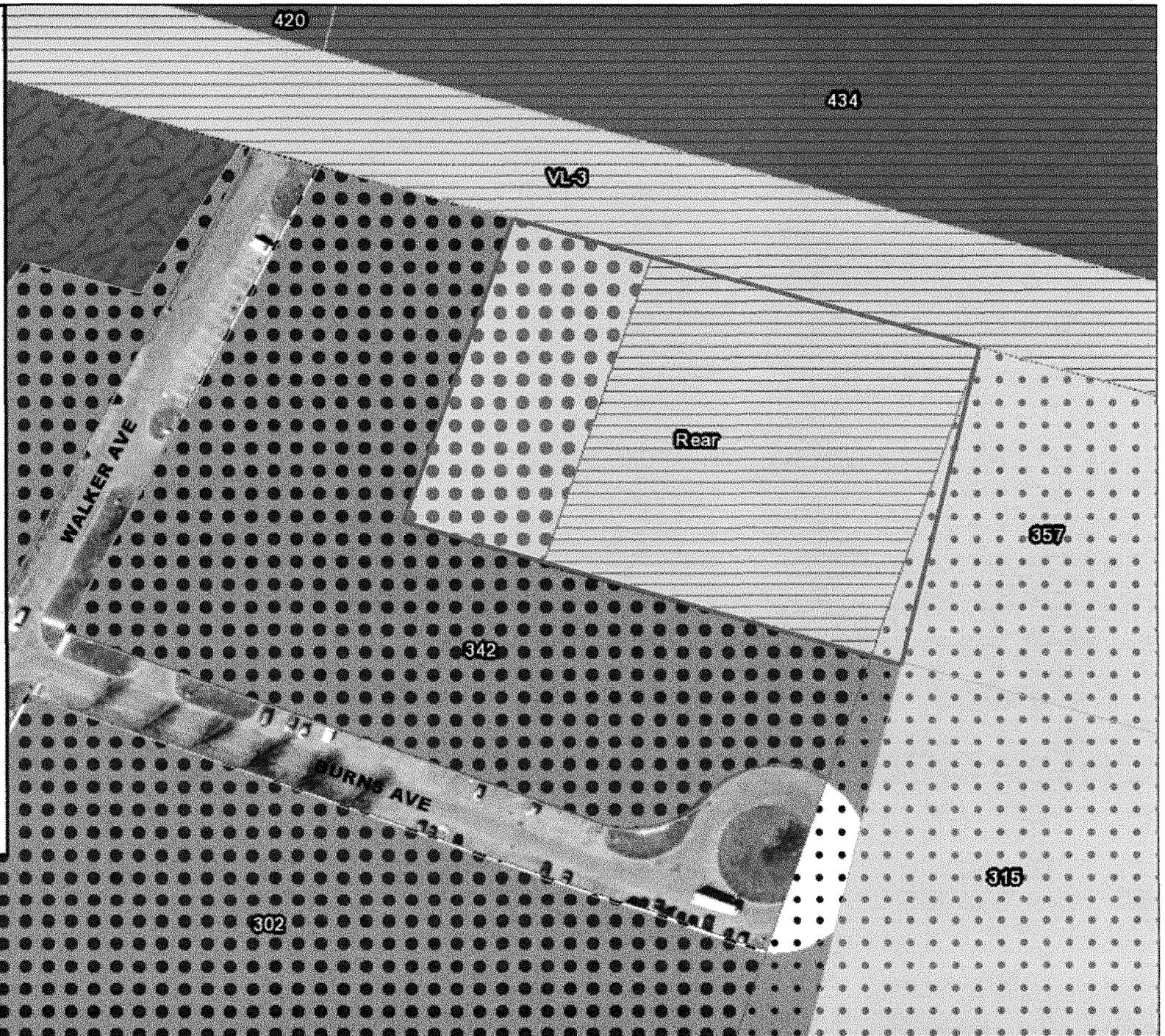
SEQR: The applicant submitted a SEQR Short Environmental Assessment Form (EAF) as part of the site plan application for this property. This EAF considers both proposed actions in order to avoid segmentation. The City Council, as the lead agency, will consider both proposed actions when it completes Part 2 of the EAF.

cc: City Council Members
Justin Wood, City Engineer
Benjamin Arquitt, Civil Engineer I
Matthew R. Morgia, P.E., Aubertine & Currier, PLLC, 522 Bradley St, Watertown, NY 13601
Michael Robare, Executive Director, Watertown Housing Authority, 140 Mechanic St,
Watertown, NY 13601



Legend

- PLANNING**
- Zoning**
- RIVER DEVELOPMENT DISTRICT
- DOWNTOWN CORE OVERLAY
- Open Space and Recreation
- DOWNTOWN
- RESIDENCE A
- RESIDENCE B
- RESIDENCE C
- WATERFRONT
- LIMITED BUSINESS
- NEIGHBORHOOD BUSINESS
- COMMERCIAL
- HEALTH SERVICES
- LIGHT INDUSTRY
- HEAVY INDUSTRY
- PLANNED DEVELOPMENT
- Land Use**
- Amazed
- City Center
- Commercial
- Drainage
- Health Services
- High Density Residential
- Industry
- Limited Office
- Low Density Residential
- Medium Density Residential
- Neighborhood Business
- Office Business
- Public and Institutional Services
- Riverfront Development



1 inch = 100 feet

Legend

-  REQUESTED ZONE CHANGE
-  RIVER DEVELOPMENT DISTRICT
-  DOWNTOWN CORE OVERLAY
-  Open Space and Recreation
-  DOWNTOWN
-  RESIDENCE A
-  RESIDENCE B
-  RESIDENCE C
-  WATERFRONT
-  LIMITED BUSINESS
-  NEIGHBORHOOD BUSINESS
-  COMMERCIAL
-  HEALTH SERVICES
-  LIGHT INDUSTRY
-  HEAVY INDUSTRY
-  PLANNED DEVELOPMENT



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT

ROOM 305B, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
TEL: (315) 785-7793
EMAIL: gis@watertown-ny.gov

Drawn By:					
Date:	3/2/2018				
Approved By:					
Date:					
Scale:	1 inch = 227 feet				
Map Number:	XX-XX				
Revision:	Description of Revision:	Date:	By:		



Project: XXX

Title:

ZONE CHANGE
REAR HUNT STREET – PARCEL # 5-18-501.000
RESIDENCE B to RESIDENCE C

The Planning Board then considered a request submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, P.L.L.C. on behalf of the Watertown Housing Authority to change the approved zoning classification of Rear Hunt Street, Parcel Number 5-18-501.000 from Residence B to Residence C.

Mr. Morgia remained to represent this request.

Mr. Morgia began by noting that this was the same subject parcel as the previous application where the existing storage building was. He said that the subject parcel was zoned Residence B and the adjacent Meadowbrook parcel was zoned Residence C, and the request was to change the subject parcel to Residence C to facilitate assembling it with Meadowbrook.

Mr. Lumbis then said that this was common sense because it brings the parcels into the same zoning classification and the assemblage would make the storage building legal, as a storage building cannot be the principal structure on a Residence B or C parcel. He then summarized that combining the parcels made the storage structure a legal accessory use and the zone change made it uniform.

Ms. Fields then moved to recommend that City Council approve the request submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, P.L.L.C. on behalf of the Watertown Housing Authority to change the approved zoning classification of Rear Hunt Street, Parcel Number 5-18-501.000 from Residence B to Residence C.

Mr. Coburn seconded the motion and all voted in favor.

Laid Over Under the Rules

March 27, 2018

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Margin Parking Exemption on Grove Street and Moulton Street

On March 19, 2018, the City Council tabled a request from the Watertown Housing Authority for site plan approval for the construction of a 2,300 square foot parking area and other assorted site improvements at the Maywood Terrace apartment complex. Part of the proposed site plan includes the reconstruction of an existing paved parking area that is located in the margin of Grove Street in front of Building #13 of the apartment complex. The other part of the project includes the construction of a new parking area in the margin area on Moulton Street in front of Building #14.

As the Council will note, there is a condition of the site plan approval that states that the relevant sections of Moulton Street and Grove Street must receive an exception from the City Council to the City's margin parking prohibition to make the proposed parking areas legal. Section 293-21 of the City Code prohibits margin parking, and in order to approve the site plan as proposed, the Council would have to grant an exception to this prohibition.

The attached ordinance was introduced and held over under the rules at the March 19, 2018 City Council meeting since Unanimous Consent could not be achieved. The Council must adopt this ordinance prior to voting on the site plan resolution for 215 Maywood Terrace.

ORDINANCE

Page 1 of 1

Amending City Municipal Code § 293, Vehicles and Traffic

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by Council Member Cody J. Horbacz

BE IT ORDAINED that Section 293-21 of the City Code of the City of Watertown is amended by adding the following to the schedule below paragraph D:

(1) Exceptions. Margin parking is permitted in the following areas:

Name of Street	Location
Grove Street (east side)	From Moulton Street to Maywood Terrace
Moulton Street (north side)	From Grove Street east a distance of 240 feet

and,

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

Seconded by Council Member Mark C. Walczyk

City of Watertown, NY
Monday, March 12, 2018

Chapter 293. Vehicles and Traffic

Article III. Parking, Standing and Stopping

§ 293-21. General parking restrictions.

- A. Watertown Municipal Building. No person shall park any vehicle upon property owned by the City of Watertown located at the Watertown Municipal Building Parking Lot except an employee or official of the city government or a person while on business or visiting the offices of the city government at the Watertown Municipal Building. Overnight parking on this lot is prohibited except by employees of the city government during their work hours.
- B. Schools. No person shall park, stop or cause the standing of any motor vehicle at or near the curbline or in the roadway of that side of any street which adjoins property upon which a school is located, from 7:00 a.m. to 4:30 p.m. on a school day. The parking, stopping and standing of motor vehicles shall be defined by Section 2B.39 of the New York State Supplement to the National Manual on Uniform Traffic Control Devices (2009 Edition as amended). This shall not, however, prohibit passenger loading and unloading within the passenger loading/unloading zones set forth in §293-76. This provision shall not apply to any street that adjoins the Watertown City School District, Washington Street Campus, or the entire length of Knickerbocker Drive.
[Amended 8-18-1997; 5-1-2000; 12-21-2009; 10-5-2015]
- C. All-night seasonal parking restrictions. No person shall park any vehicle upon any street in the City of Watertown between the hours of 2:00 a.m. and 6:00 a.m. between November 1 through April 30, except physicians on emergency calls. No person shall park any vehicle in a prohibited zone at any time of the year.
[Amended 1-18-2011]
- D. Parking prohibited at margins. No person shall park any vehicle within or upon any margin at any time.
[Added 1-18-2011^[1]]
- (1) Exceptions. Margin parking is permitted in the following areas:
[Added 5-2-2011]

Name of Street	Location
Bronson Street [Added 6-6-2011]	1214 Bronson Street
Thompson Boulevard	From Gotham Street to Hungerford Street

[1] *Editor's Note: Former Subsection D, regarding parking in Stone Street Lot, was repealed 4-7-1997.*

- E. Prohibited parking of commercial vehicles. No motor truck or commercial vehicle shall be left parked or standing unattended in or upon any street in a residential zone, as defined by the

Zoning Ordinance of the City of Watertown^[2] as Residential A, B or C, during the following hours: 2:00 a.m. and 6:00 a.m. daily.

[Added 4-1-1991]

[2] *Editor's Note: See Ch. 310, Zoning.*

F. No motor vehicle of any type shall park in an area within 25 feet of any city street intersection.^[3]

[Added 7-6-1993]

[3] *Editor's Note: Former Subsection G, regulating parking in the Woolworth Parking Lot, added 10-7-1996, which immediately followed this subsection, was repealed 12-5-2005.*

Tabled

March 27, 2018

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Approving the Site Plan for the Construction of a 2,300 Square-Foot Parking Area and Other Assorted Site Improvements at 215 Maywood Terrace, Parcel Number 3-01-201.000

Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC, on behalf of the Watertown Housing Authority, has submitted a request for the above subject Site Plan Approval.

The City Planning Board reviewed the request at its meeting held on March 6, 2018 and voted to recommend that the City Council approve the site plan with the conditions listed in the resolution. Attached is an excerpt from their meeting minutes.

As the Council will note, there is a condition of approval that states that the relevant sections of Moulton Street and Grove Street must receive an exception from the City Council to the City's margin parking prohibition to make the proposed parking areas legal.

On January 18, 2011, the City Council amended Section 293-21 of the City Code to prohibit parking in a street margin. Later in 2011, the City Council amended the Code twice more to make two exceptions to this prohibition, one on Bronson Street and one on Thompson Boulevard.

There is currently a paved parking area on Grove Street in the City margin and the applicant is proposing the construction of another paved parking area in the margin on Moulton Street. In order to construct the site plan as proposed, the applicant would need the City Council to approve similar exceptions to the margin parking prohibition for a portion of Grove Street and Moulton Street. Staff has prepared a separate ordinance for Council's consideration that would amend the Code to add these exceptions. This ordinance was introduced and held over under the rules at the March 19, 2018 City Council meeting since Unanimous Consent could not be achieved. The Council must adopt the ordinance prior to voting on this site plan resolution.

Attached is a copy of the revised site plan that was submitted to the City on March 6, 2018. The Staff Report prepared for the Planning Board, the Site Plan application, original drawings and other related materials have all been previously sent to Council as part of the Planning Board agenda package. The complete application package can also be found in the online version of the City Council agenda.

The applicant has completed Part 1 of the Short Environmental Assessment Form (EAF), which is attached for Council review. The City Council must respond to the questions contained in Part 2 of the Short EAF before it may vote on the resolution. The resolution prepared for City Council consideration 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 March 6, 2018 with the conditions listed in the resolution.

RESOLUTION

Page 1 of 2

Approving the Site Plan for the Construction of a 2,300 Square-Foot Parking Area at 215 Maywood Terrace, Parcel Number 3-01-201.000

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

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

Total

Introduced by Council Member Cody J. Horbacz

WHEREAS Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC, on behalf of the Watertown Housing Authority, has submitted an application for Site Plan Approval for the construction of a 2,300 square-foot parking area and other assorted site improvements at 215 Maywood Terrace, Parcel Number 3-01-201.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on March 6, 2018 and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

- 1. The relevant sections of Moulton Street and Grove Street must receive an exception from the City Council to the City’s margin parking prohibition to make the proposed parking areas legal.
2. The applicant must obtain a Storm Sewer Connection Permit, Sidewalk Permit, and a General City permit for work within the City right-of-way, minimally, prior to construction.

And

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant impact on the environment, and

RESOLUTION

Page 2 of 2

Approving the Site Plan for the Construction of a 2,300 Square-Foot Parking Area at 215 Maywood Terrace, Parcel Number 3-01-201.000

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that it is an express condition of this Site Plan Approval that the applicant provide the City Engineer with a copy 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 Code 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 Code 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, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that Site Plan Approval is hereby granted to Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC, on behalf of the Watertown Housing Authority for the construction of a 2,300 square-foot parking area and other assorted site improvements at 215 Maywood Terrace, Parcel Number 3-01-201.000, as depicted on the site plan submitted to the City Engineer on March 6, 2018, contingent upon the applicant meeting the conditions listed above.

Seconded by Council Member Mark C. Walczyk

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

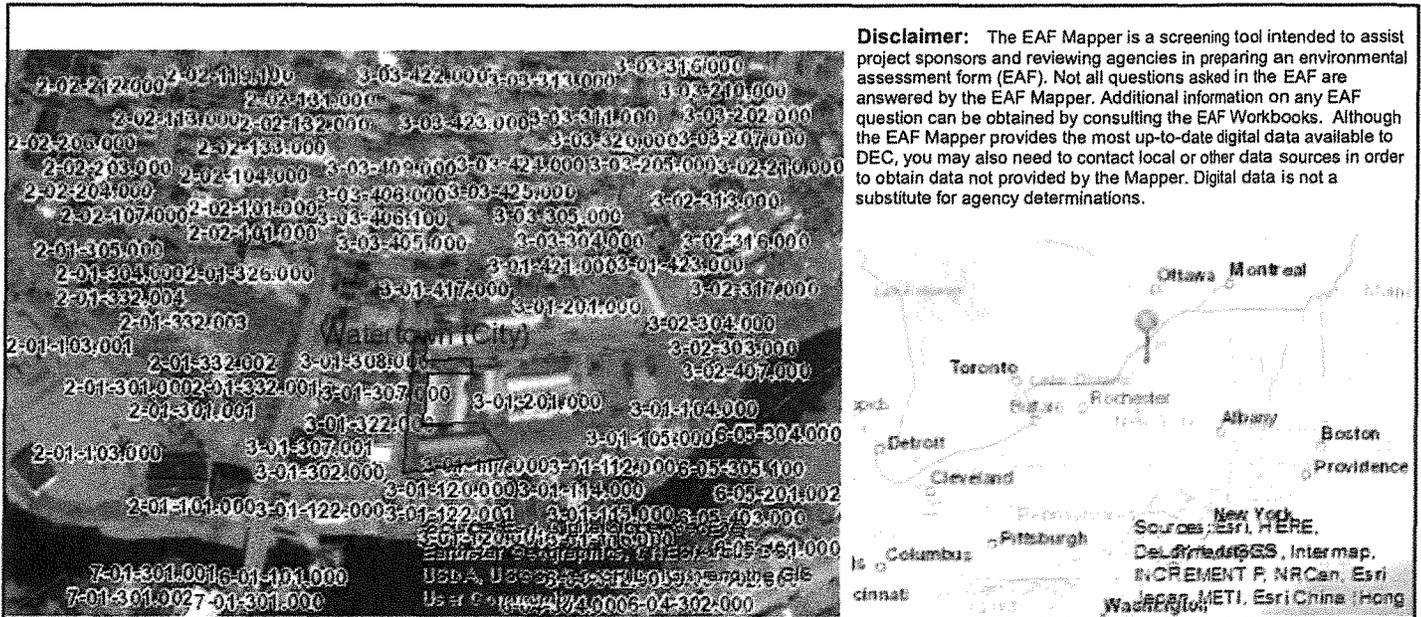
Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Project: Maywood Terrace Apartments Buildings 13 & 14 Site Improvements Sponsor: Watertown Housing Authority			
Name of Action or Project: Maywood Terrace Apartments Buildings 13 & 14 Site Improvements			
Project Location (describe, and attach a location map): 215 Maywood Terrace and adjacent streets including Grove Street and Moulton Street, City of Watertown, NY			
Brief Description of Proposed Action: The Maywood Terrace Apartments Buildings 13 & 14 Site Improvements project includes the following: <ul style="list-style-type: none"> • Removal and replacement of retaining wall located west of Building 13 along Grove Street and associated regrading of adjacent lawn area. • Removal of retaining wall located west of Building 1 along Grove Street and associated regrading of adjacent lawn area. • Reconstruction of parallel parking spaces and concrete walk along the east side of Grove Street. • Reconstruction of curb ramps at intersections of Moulton Street and Grove Street and Maywood Terrace and Grove Street. • Construct parallel parking along north side of Milton Street. • Reconstruct concrete walk along south side of Maywood Terrace. • Reconstruction of curb ramps to Buildings 12 and 13 along Maywood Terrace. 			
Name of Applicant or Sponsor: Watertown Housing Authority; Attn: Michael Robare, Executive Director		Telephone: (315) 782-2866 E-Mail: mrobare@whany.org	
Address: 140 Mechanic Street			
City/PO: Watertown		State: NY	Zip Code: 13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: City of Watertown - Site Plan Approval			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ 0.6 acres			
b. Total acreage to be physically disturbed? _____ 0.25 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 7.5 acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ The proposed action only includes site improvements, no utility related work is involved.	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ The proposed action only includes site improvements, no utility related work is involved.	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Northern Long-eared Bat, In...	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Stormwater runoff is collected within the existing Watertown Housing Authority and City of Watertown municipal storm sewers.	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>The former Abe Cooper Surplus Company is an inactive salvage yard that is located approximately 1,000 feet southeast of the project site along factory Street, on the opposite side of the Black River.</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p>		
<p>Applicant/sponsor name: Watertown Housing Authority; Michael Robare</p>		<p>Date: 03/01/2018</p>
<p>Signature: <u>Michael Robare</u></p>		

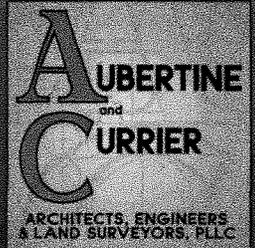


Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat, Indiana Bat
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	Yes

SHORT EAF SUMMARY REPORT:

Questions 12b, 13a, 15 and 20 are answered automatically by the EAF mapper based upon limited digital mapping information that is available.

- Questions 12b, Archeological Sites, is answered yes due to the presence of multiple historic buildings in the City of Watertown. The project does not include any alterations to existing buildings or deep excavations therefore no impacts to archaeological or historic resources are anticipated from this project. A submission to SHPO has been made requesting more information regarding this project.
- Questions 13a, Wetland or Other waterbodies, is answered yes due to the presence of the Black River within 250' of the project site. The project does not impact any wetland or shoreline area. A submission to the DEC has been made requesting more information regarding this project.
- Question 15, Threatened or Endangered Species, is answered yes due to the reported presence of the Northern Long-eared Bat and Indiana Bat within the City of Watertown. The proposed project only includes site improvements, therefore no threats to the endangered species are anticipated from this project. A submission to the DEC has been made requesting more information regarding this project.
- Question 20, Remediation Site, is answered yes due to the reported presence of the former Abe Cooper Surplus Company is an inactive salvage yard that is located approximately 1,000 feet southeast of the project site along factory Street, on the opposite side of the Black River.



NYS WBE/DBE Certified
SBA Woman Owned
Small Business (WOSB)

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Managing Partner
Annette M. Mason, P.E.
Structural Engineer

Partners
Michael L. Aubertine, R.A.
Architect

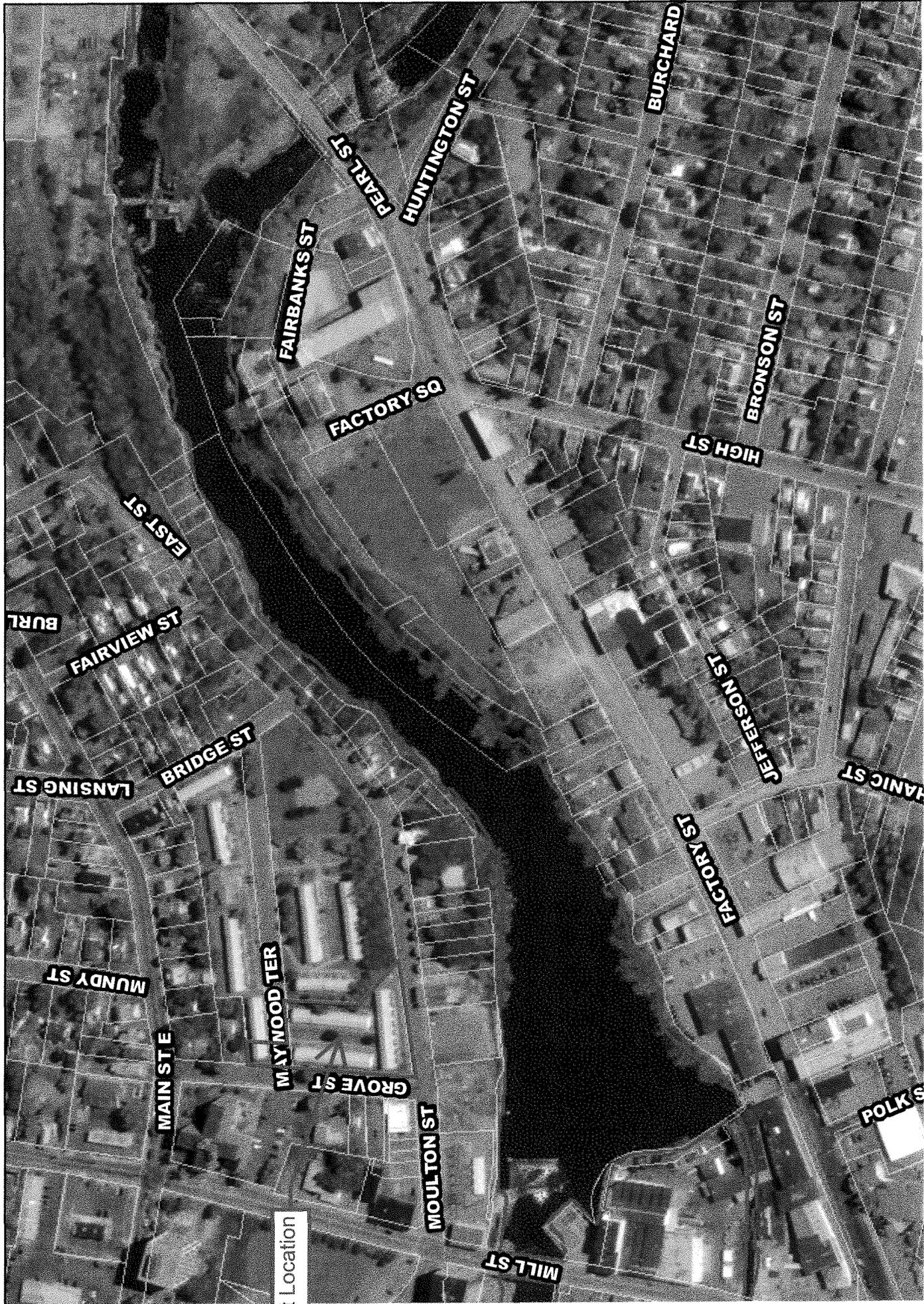
Patrick J. Currier, R.A.
Architect

Brian A. Jones, AIA.,
LEED AP BD+C
Architect

Matthew R. Morgia, P.E.
Civil Engineer

Jayson J. Jones, P.L.S.
Land Surveyor

Maywood Terrace Apartments Location Map



Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

**SITE PLAN APPROVAL
215 MAYWOOD TERRACE – PARCEL NUMBER 3-01-201.000**

The Planning Board then considered a request submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, P.L.L.C. on behalf of the Watertown Housing Authority for construction of a 2,300 square-foot parking area and other assorted site improvements at 215 Maywood Terrace, Parcel Number 3-01-201.000.

Mr. Morgia attended to represent the request.

Mr. Urda began by saying that the Planning Board could eliminate the fourth summary item, as the applicant had submitted a revised SEQR form to Staff.

Mr. Morgia then said that he had a letter prepared to provide responses to Staff's memorandum and distributed hard copies to the Planning Board. Mr. Morgia then gave a brief overview of the project, began by pointing out three Maywood Terrace residential buildings near the work area, and oriented the Planning Board to the geographical directions on the site plan.

Mr. Morgia then said the Watertown Housing Authority (WHA) originally approached Aubertine and Currier about replacing the retaining wall on the Grove Street side and other sidewalk improvements and the project evolved from there. Mr. Morgia then said that there was existing parking along the side of Grove Street that also needed improvement. He then said that Aubertine and Currier submitted a request for this as well as for paving the margin along Moulton Street that is currently grass along the south retaining wall, which the WHA replaced 10 or 12 years ago.

Mr. Morgia then said that he and his team previously met with Staff to discuss all proposed work within the street margins. He said that Staff requested gutter lines along Grove and Moulton Streets and that these were now on the site plan. He said that his team had also added ADA accessible curb ramps at all affected corners as well as traditional curbs along Grove Street at Staff's request. Mr. Morgia then noted other additions to the plan, including storm sewer improvements, two new catch basins and a replacement for the existing catch basin in the northwest corner of the lawn.

Mr. Morgia then said that the project included replacing the retaining wall along Grove Street between Moulton Street and Maywood Terrace, but that they would remove the retaining wall along Grove to the north of Maywood and re-grade the slope. He then identified other improvements, including replacing the steps that connect the interior sidewalk down to Grove, replacing the four-foot wide interior walks with six-foot wide walks and installing stamped concrete in areas susceptible to accumulating mud. Mr. Morgia then said that there were two existing trees along Grove Street, one of which would need to be removed and replaced.

Mr. Morgia then addressed the first summary item on Staff's memorandum, which required that City Council grant the relevant sections of Moulton and Grove Streets exceptions from the City's margin parking prohibition. Mr. Morgia said that it was his understating that Planning Staff had submitted that request. Mr. Lumbis replied that Staff had not done that yet,

but would do it for the next Council meeting, to coincide with the Council considering the site plan request.

Mr. Morgia then addressed the second summary item, which required the applicant to clarify the WHA's intentions regarding winter overnight parking. Mr. Morgia said that the WHA's understanding was that there was no designated margin parking during winter night hours, and if people choose to park there at night, they are on their own. He said that the WHA understands the plowing arrangement with the City's Department of Public Works.

Mr. Morgia then addressed the third summary item, which required the applicant to install a curb along the east side of Grove Street. Mr. Morgia replied that there was no existing curb in this space and that installing a new curb would now be part of this project.

Mr. Morgia then addressed the fourth summary item, which required the applicant to submit a revised SEQR form, and said that they had submitted one and the Planning Board could strike the condition as Mr. Urda had noted earlier.

Mr. Morgia then addressed the fifth and sixth summary items, which respectively required the applicant to provide a tree protection detail and to install a regular manhole on Moulton Street in lieu of an originally proposed doghouse manhole. Mr. Morgia said that both of these requirements now appeared on the revised site plan.

Mr. Morgia then addressed the seventh summary item, which identified all the necessary permits that the applicant would need to obtain. Mr. Morgia acknowledged all of the listed permits.

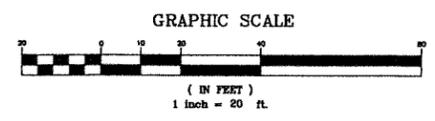
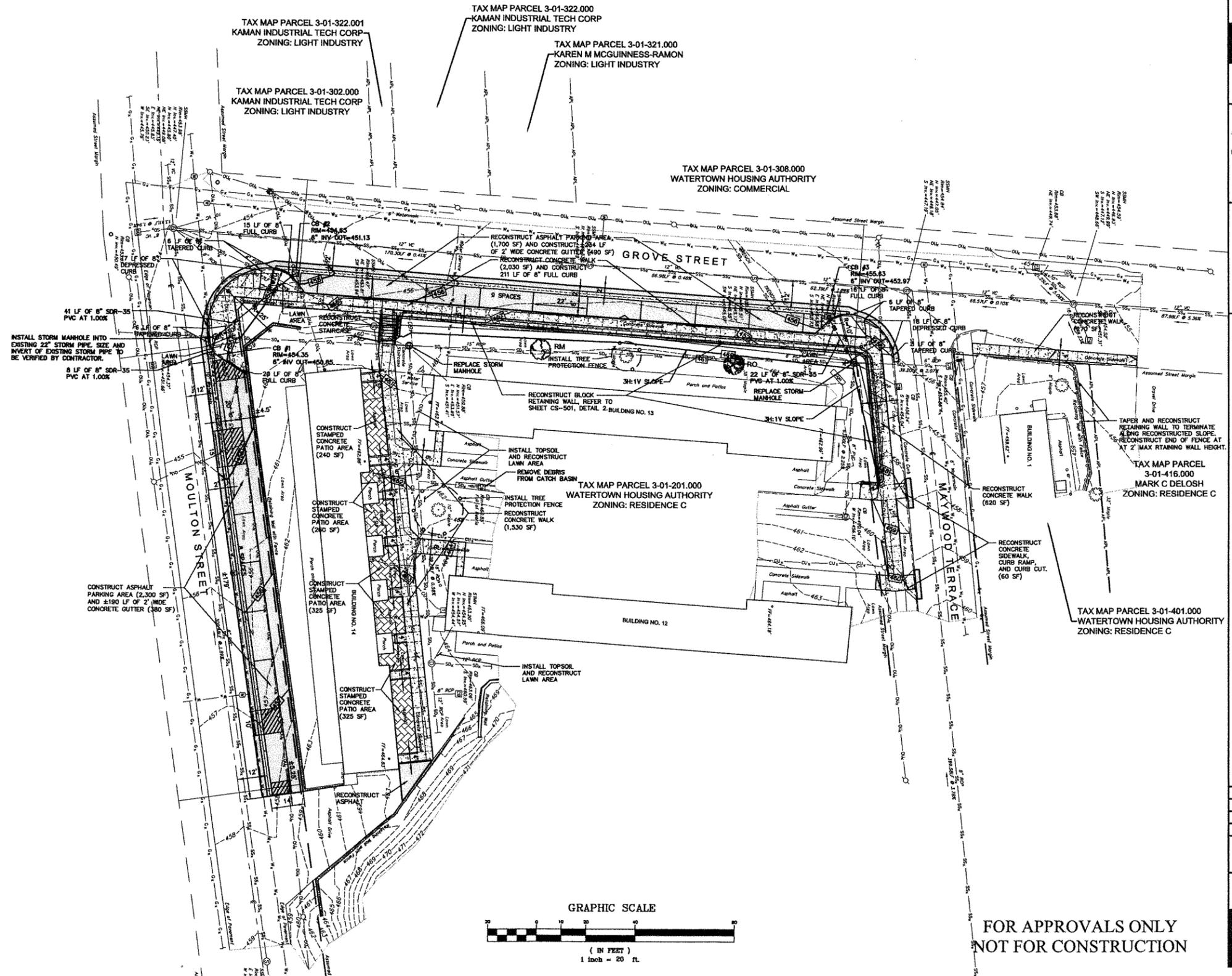
Mr. Coburn then said that it sounded like all the summary items other than the first one were now satisfied. Mr. Lumbis replied that the final condition regarding permits should remain.

Ms. Capone then made a motion to recommend that City Council approve the request for Site Plan Approval submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, P.L.L.C. on behalf of the Watertown Housing Authority for construction of a 2,300 square-foot parking area and other assorted site improvements at 215 Maywood Terrace, Parcel Number 3-01-201.000, as shown on plans submitted to the City Engineering Department on March 6, 2018, contingent upon the following:

1. The relevant sections of Moulton Street and Grove Street must receive an exception from the City Council to the City's margin parking prohibition to make the proposed parking areas legal.
2. The applicant must obtain a Storm Sewer Connection Permit, Sidewalk Permit, and a General City permit for work within the City right-of-way, minimally, prior to construction.

Ms. Fields seconded the motion and all voted in favor.

LEGEND	EXISTING	PROPOSED
5' CONTOUR	---	---
1' CONTOUR	---	---
PROPERTY LINE	---	---
RIGHT OF WAY	---	---
SETBACK	---	---
BUILDING	---	---
ASPHALT PAVEMENT	---	---
CURB	---	---
SIDEWALK	---	---
EDGE OF GRAVEL	---	---
FENCE	---	---
WATERLINE	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
OVERHEAD UTILITIES	---	---
UNDERGROUND ELECTRIC	---	---
GAS	---	---
FIRE HYDRANT	---	---
WATER VALVE	---	---
SANITARY MANHOLE	---	---
STORM MANHOLE	---	---
CATCH BASIN	---	---
UTILITY POLE AND GUY	---	---
LIGHT POLE	---	---



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The above Architect, Engineer or Land Surveyor states that to the best of his or her knowledge, information and belief, the plans and specifications are in accordance with applicable requirements of New York State. It is a violation of New York State Law for any person, unless acting under the direct supervision of a Registered Architect, Licensed Professional Engineer or Licensed Land Surveyor to alter this document in any way. If altered, such person shall affix his or her seal and the notation "altered by" followed by his or her signature, date and a specific description of the alteration. © COPYRIGHT 2014 AUBERTINE CURRIER ARCHITECTS, ENGINEERS & LAND SURVEYORS, PLLC

MAYWOOD TERRACE APARTMENTS
BUILDINGS 13 & 14 SITE IMPROVEMENTS
WATERTOWN HOUSING AUTHORITY
215 MAYWOOD TERRACE, CITY OF WATERTOWN
JEFFERSON COUNTY, STATE OF NEW YORK

PROJECT NO.	2015-024-018
SCALE	1"=40'
DRAWN BY	DMT
CHECKED BY	MM
ISSUE DATE	03/06/2018

SITE DEVELOPMENT PLAN

C-100

FOR APPROVALS ONLY
NOT FOR CONSTRUCTION

March 27, 2018

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Water Street Vacant Lots

At the March 12, 2018 work session at which vacant City-owned parcels were discussed, Staff requested that the City Council consider retaining ownership of several parcels on Water Street adjacent to the former railroad parcel (VL-21, Parcel Number 4-24-201.000) as they would be needed for the construction of a future walk/bike trail. The parcels included VL-7 Water Street, Parcel Number 4-16-101.000, VL-9 Water Street, Parcel Number 4-22-203.000, VL-11 Water Street, Parcel Number 4-22-202.001 and VL Water Street, Parcel Number 4-22-202.000.

As requested by the City Council, Staff visited the site to determine whether or not some or all of the parcels would be needed for the future trail. It was determined that VL-7 and VL-9 would be needed for the construction of the trail, primarily for grading purposes. The change in elevation from the sidewalk to the surface of the road is about 4' in the area where VL-21 (the former railroad parcel) meets Water Street. The trail would need to be graded to meet the street elevation. The soil in this location would, therefore, have to be lowered approximately 4'. This would provide an acceptable crossing and slope for the trail users. Lowering the grade longitudinally along the path of the trail to meet the road would require grading perpendicular to the trail, as well to provide gentle side slopes. Creating gentle side slopes would avoid the need for costly retaining walls along the trail. In order to transition the side slope back to the surrounding topography, the limits of the grading would extend into the rear portion of VL-7 and VL-9. Lowering the sidewalk in the front of the parcels would also have grading implications. Staff is, therefore, recommending retaining these two parcels, VL-7 and VL-9, Parcel Number 4-16-101.000 and 4-22-203.000 for the most cost effective and safe future development of the trail.

The vacant lots known as VL-11 and VL Water Street (Parcel Number 4-22-202.001 and 4-22-202.000) are not needed for construction and could be sold. However, benefits to retaining them would be to provide a vegetated buffer to the trail, to avoid future encroachment onto private parcels from trail users and to maintain the additional green area for the overall benefit of the City.

VL-21

VL-7 & VL-9





1 inch = 100 feet

March 28, 2018

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Vacant Lots at 79, 80 and 81 Walnut Avenue

At the March 12, 2018 work session, at which vacant City owned parcels were discussed, Staff requested that the City Council consider retaining the ownership of three parcels located on a paper street called Walnut Avenue as they could be needed for the construction of a future walk/bike trail. The parcels included 79, 80 and 81 Walnut Avenue, Parcel Numbers 4-27-701, 4-27-706 and 4-27-705.

After the meeting, I discussed this issue with several colleagues and came to the conclusion that my explanation and reasoning about how and why the parcels would be needed was not very clear. In fact, it was thought that I was proposing the construction of a driveway/road along the entire length of North Street to access these three parcels when in fact I was proposing the construction of an access from Water Street.

The purpose of this report is to better articulate how the parcels would fit into the overall trail plan, how a portion of them would be needed for the construction of the trail and/or a trailhead parking area and how important this area will be for connecting the trails to create a complete trail system.

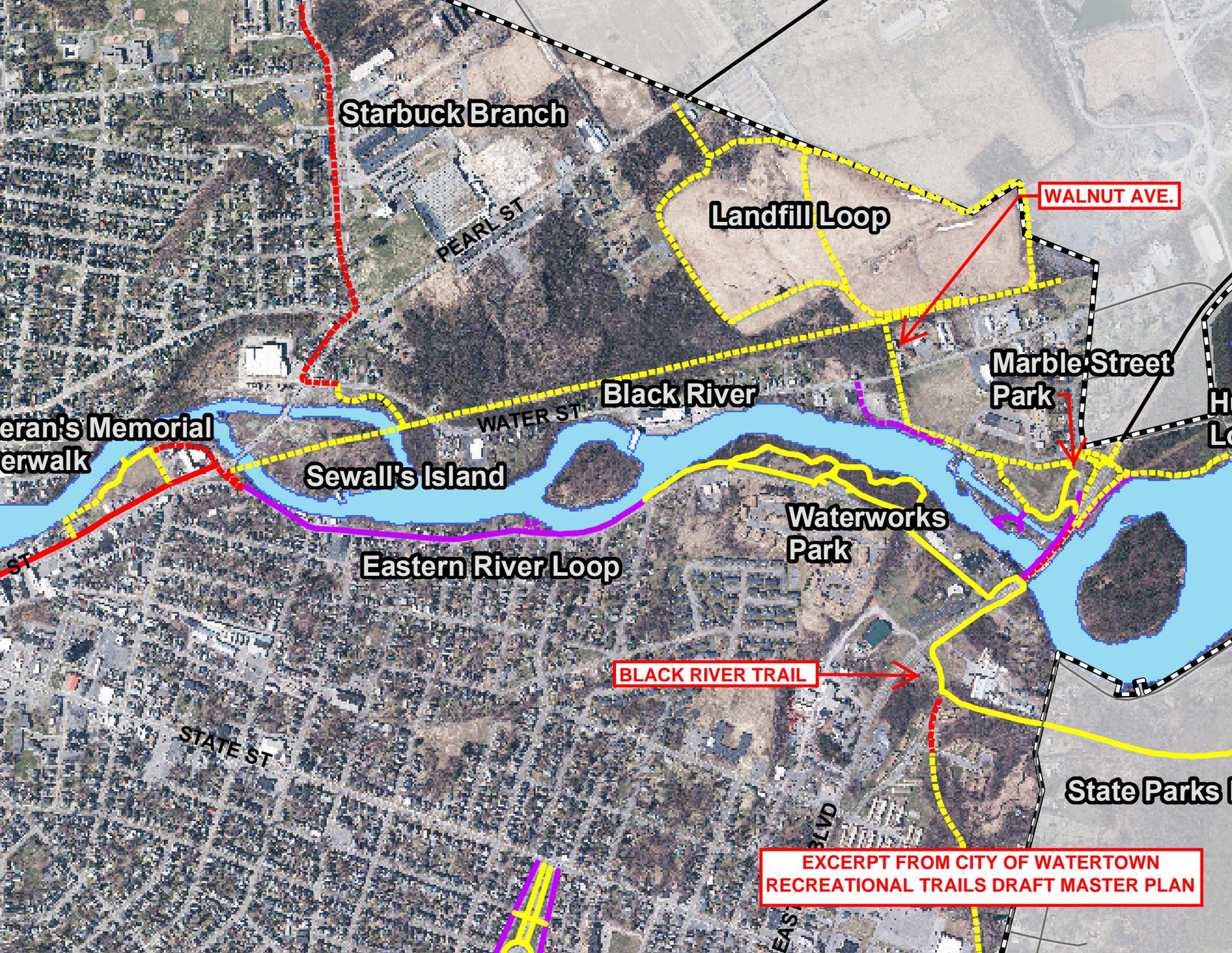
The attached map depicts a preliminary concept of the proposed trail, driveway and trailhead parking area. As you will see, the proposed trailhead parking area takes up most of the width of the paper street and would not leave room for the trail. Retaining the three parcels would provide adequate space for the trail to go around the lot and to ensure that the two modes of transportation are kept separate and safe.

The overall trail project to connect Sewall's Island with Marble Street Park, Route 3 and the Black River Trail has the potential to have an enormous recreational and economic impact once it is completed. However, it is likely that the construction will have to be completed in phases. Work on Sewall's Island and the railroad bridges would be Phase 1. The section from Sewall's Island to the Walnut Avenue/Water Street area would likely be Phase 2. Phase 3 would extend to Marble Street Park. With Phase 2 terminating at the Water Street/Walnut Avenue area, the construction of the parking area would be important to provide parking for trail users until the next phase is implemented.

Staff is still recommending that the City Council retain these three parcels, 79, 80 and 81 Walnut Avenue, Parcel Numbers 4-27-701, 4-27-706 and 4-27-705 for the future development of the trail. Retaining them gives the City greater flexibility in identifying alternatives that are the most practical, economically feasible and provides the best design for trail users. I hope that the map provides a better visualization of how the trail layout might occur and makes a better case for keeping these parcels.



1 inch = 60 feet



Starbuck Branch

Landfill Loop

WALNUT AVE.

PEARL ST

Black River

Marble Street Park

**Heran's Memorial
Walk**

WATER ST

Sewall's Island

**Waterworks
Park**

ST

Eastern River Loop

BLACK RIVER TRAIL

STATE ST

State Parks

**EXCERPT FROM CITY OF WATERTOWN
RECREATIONAL TRAILS DRAFT MASTER PLAN**

EAST BLVD

March 28, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Request for Abate – 307 Moulton Street

I received a request to abate the surcharge from the City of Watertown on the cost of removing trash at the above address.

I have reviewed the facts of this request and have decided to abate the \$250.00 fee in accordance with §320-10 approved by City Council November 4, 2013.

Andy Dierssen

RE: 307 Moulton St

5050 Laguna Blvd #112-549, Elk Grove CA 95758

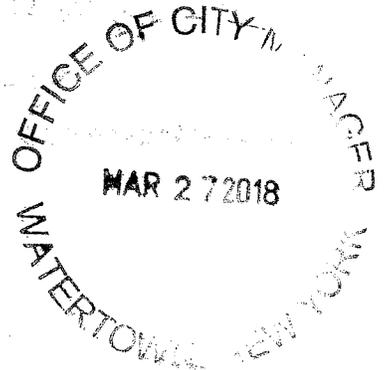
adierssen@gmail.com (916) 224 1525

Watertown City Manager

Sharon Addison

245 Washington St, Watertown NY 13601

March 20, 2018



Dear Ms. Addison

I'm writing you in reference to the attached invoice I received and asking please if there is anything you can do to reduce the fee's and surcharge?

I was unaware of the debris left out front property since I do not live in the area until I received a letter from code enforcement. I did immediately ask my property manager to please make arrangements to have it removed. However code enforcement only allowed a few days and apparently that was not enough time for PM to make arrangements.

We are actively trying to clean the property to make it rentable. This fine coupled with a \$700+ water bill, following a string of bad renters will set us back further from making this a decent property in your city.

Any help you can provide would be greatly appreciated.

Thank you

A handwritten signature in cursive script that reads "Andy Dierssen".

Andy Dierssen

CITY OF WATERTOWN
INVOICE

Customer Id DPW00007746

Invoice Number 2018/40/0063957
Invoice Date 3/09/2018
Invoice Due Date 4/09/2018

DIERSSEN ANDREW
Attn: RE: 307 MOULTON ST
5050 LAGUNA BLVD # 112-549
ELK GROVE CA 95758

Mail Remittance To:
CITY COMPTROLLER'S OFFICE
ROOM 203, CITY HALL
245 WASHINGTON STREET
WATERTOWN NY 13601
(315) 785-7754

Desc: TRASH/DEBRIS REMOVAL 3/8/2018 Prop Log: 307 MOULTON ST



Muni/Sbl: 221800 3-0002-303.000

Service	Quantity	Unit	Unit Price	Amount
TRASH PICKUP LABOR FEE	1.00		85.53	85.53 tx
DPW EQUIPMENT FEE	1.00		48.50	48.50 tx
TRASH DISPOSAL FEE	0.18		120.00	21.60 tx
CODE ENFORCEMENT SURCHARGE	1.00		250.00	250.00 tx
SALES TAX: DPW				32.45

155.63
12.45 tax
168.08

Total Amount Due

438.08

Please Make Check Payable To: CITY COMPTROLLER

Please Reference Invoice Numbers On All Remittance

March 27, 2018

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Community Development Block Grant (CDBG) Program Year 2018 Annual Action Plan - Update

As the City Council is aware, Staff has been soliciting public input and comments over the course of the last several weeks regarding the development of the City's CDBG Program Year 2018 Annual Action Plan. Public participation is a key component in the development of the plan. Staff presented an overview of the program and discussed project priorities at the February 12, 2018 City Council Work Session and a public hearing was held on March 5, 2018. In addition to the public hearing, Staff sent email correspondence to the partner agencies identified in our CDBG Citizen Participation Plan and discussed the proposed plan with Advantage Watertown on March 8, 2018.

The result of this outreach and our discussion with the City Council yielded various ideas for projects and funding requests. During the last few weeks, we have been evaluating these proposals and ideas to determine whether or not they would be eligible for CDBG funding and if so, how they might fit into the 2018-2019 Program Year budget. The following is a description of the various project ideas we have received and a determination of their eligibility. All recommended funding amounts are approximate at this time and are subject to change pending notification from HUD regarding the City's official allocation for the year.

Public Infrastructure. At the City Council work session, some Council members suggested increasing the amount of funding that is allocated toward public infrastructure improvements to approximately 30% of the City's annual grant. Public infrastructure is an eligible use of CDBG funding in LMI areas and is something that the City has used funds for in the past. Over the last four years, the approximate percentage of the City's annual CDBG allocation that was spent/budgeted on infrastructure improvements is as follows:

Program Year	Dollars Spent on or Currently Budgeted for Infrastructure Projects	Percent of Total Grant
2014	\$227,000*	28%
2015	\$240,000	31%
2016	\$212,000	23%
2017	\$239,000*	29%
	*Includes a demolition project	

As you can see, the City has been close to the 30% level in each of the last four years. The only exception was in 2016, when the percentage was 23%. As you will also see below, the CDBG budget that Staff is proposing keeps the infrastructure improvements above that level at 37%.

When proposing to increase the funding spent on public infrastructure, we do have to keep in mind the funding allocations proposed in our 5-Year Consolidated Plan when making our annual budget decisions. Our 5-Year plan proposes that approximately 25% of our annual grant be spent on public infrastructure projects to meet our neighborhood stabilization and revitalization goal. This can be varied slightly but the City must still remain somewhat close to the original projections. We could not, for example, eliminate all of our proposed funding for housing rehabilitation in a given year in favor of public infrastructure. We would have to adopt a budget that provided for both, in amounts similar to what was originally proposed in our Consolidated Plan. If the Council wishes to change the approach and place a higher emphasis on infrastructure projects in the future, we could do so when we adopt our next 5-Year Consolidated Plan that would cover 2021-2025.

Demolition. At the work session, demolition of blighted properties was mentioned as an area that Council wanted to fund for the coming year. Demolition of buildings to stop the spread of blighting influences in a neighborhood is included in our Consolidated Plan as a component of our neighborhood stabilization and revitalization goal. The City can therefore allocate funding toward demolition; however, similar to the public infrastructure discussion above, we do have to keep in mind the funding allocations proposed in our 5-Year Consolidated Plan. Our 5-Year plan proposed approximately \$120,000 in funding for demolition. Last year, approximately \$100,000 was budgeted, which leaves \$20,000 in funding. Staff is proposing to include a total of \$40,000 in the budget for this year for the demolition of 549 Leray Street. The 5-Year Plan demolition total will therefore be slightly more than was originally proposed however, there have been other budget adjustments within the neighborhood stabilization and revitalization category which will allow us to increase funding for demolition slightly.

Asbury United Methodist Church (AUMC) Building Repairs. AUMC is planning a capital campaign for renovations to the church and reached out to the City to inquire about assisting the project with CDBG funds. Renovations would include replacement of the roof, façade repairs and other building improvements. As the church is an historic structure, it was thought that the project might be eligible for CDBG funding. HUD allows municipalities to spend CDBG funds on Historic Preservation activities, but there are limitations to these activities. First and foremost, the proposed action or project must meet a National Objective. That is, it must benefit low-to-moderate-income (LMI) persons, prevent or eliminate slums or blight, or meet a need of particular urgency. For example, undertaking preservation activities on a historic building used for a community center that serves residents in an area that is 51 percent LMI would be an eligible activity. In this case, AUMC is not located in one of our CDBG target areas and its service area is City wide and is not limited to a small geographic area.

HUD literature elaborates more specifically on the types of historic preservation activities eligible for CDBG funding, one of which is physical property rehabilitation. However, when applied to *privately-owned* buildings, the guidelines limit the use of CDBG funds to “eligible privately-owned residential buildings and improvements limited to façade, such as commercial buildings in a downtown and code requirements of non-residential buildings.”

While exterior work on the Asbury United Methodist Church is a worthwhile and laudable project, it is unlikely that the City could prove that it benefits primarily low-to-moderate income persons, nor does it fit into the guidelines for spending CDBG funds on historic preservation rehab of privately-owned buildings. Also, CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities per Federal regulations at 24 CFR 570.200(j) (5). Therefore, Staff is not recommending providing funding for this project.

Homeless Assistance – 2019 Point-In-Time Outreach and Education Initiative. The City received an \$8,200 funding request from CARES, Inc. on behalf of the Points North Housing Coalition to fund this project. The Point-In-Time Outreach and Education Initiative would be very similar to the project that was funded by the City using our Program Year 2017 grant. The project would involve the implementation of a small marketing campaign consisting of television, radio and newspaper advertising to be run through the month of January 2019, in the weeks preceding the annual Point-In-Time (PIT) Count of homeless. The PIT Count is conducted annually by the Points North Housing Coalition (PNHC) as a requirement of HUD. The advertising campaign would raise awareness of the homeless problem in the area, promote the PIT Count and encourage people to attend one of several "Homeless No More" events being sponsored by the PNHC. The events would be staffed by volunteers and partner agencies from the PNHC and would offer those attending a chance to find out about homeless services in the area. The activity would be an eligible use of CDBG funds and would meet the Low to Moderate Income (LMI) benefit. Staff is recommending assisting this program with an \$8,200 allocation of CDBG funds.

Watertown City School District Food 4 Families Program. The City received a request from the Watertown City School District to provide funding for the Food 4 Families Program (formerly the backpack program) to assist families of students within the district that are food insecure. The Program provides impoverished children and their families with a backpack full of food each Friday so they have food to eat over the weekend. This enables them to be better prepared and ready to learn when the new school week starts. The long term goals of the program include improving scores, attendance, graduation rates, etc. The program is carried out at all school buildings within the District, with the numbers of backpacks per school being divided evenly based on school population and need. For school year 16-17, the school district reported 68% of its students as economically disadvantaged. The program is currently run entirely on donations made to a backpack fund set up at the United Way, which allows for the purchase of food through the CNY Foodbank. Volunteers from the community raise funds for the purchase of food, which is packed into bags each Wednesday by students and volunteers. The program provides approximately 95 backpacks each week during the school year, but there is greater need in the District than the program can provide. CDBG funds would

provide a much needed supplement to the program. The activity would be an eligible use of CDBG funds, and the LMI benefit could be met by documenting family income. Staff is recommending assisting this program with a \$5,500 grant in CDBG funds to the United Way of Northern New York to benefit the Watertown City School District.

Last year, the City of Watertown was allocated \$819,505 by the U.S. Department of Housing and Urban Development (HUD) for the 2017-2018 Program Year. The City has not yet been notified of this year’s funding amount, but we expect that it will be approximately \$825,000. Our Annual Action Plan cannot be officially finalized and submitted to HUD until our annual allocation is known.

At the City Council Work Session, Staff provided an overview of the CDBG program and discussed potential projects for inclusion in the 2018-2019 Annual Action Plan. Based on the Council feedback and the community input that we have received, Staff is proposing the following projects and associated budgets for the 2018-2019 Annual Action Plan:

CDBG Program Year 2018-2019 Proposed Budget

Sources

Program Year 2018 Entitlement Grant (exact amount TBD)	\$825,000.00
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Total Funds Available for Allocation	\$825,000.00
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Proposed Uses

Owner-Occupied Rehab Program	\$225,000.00
Rental Housing Rehabilitation Program	\$150,000.00
Near East (Huntington St.) Sidewalk Project Phase 4	\$180,000.00
Academy Street Playground Improvements	\$75,000.00
Demolition of 549 Leray Street	\$40,000.00
Bus Shelter Construction at 322 Academy Street	\$14,300.00
Point-In-Time Outreach & Education Initiative	\$8,200.00
Fair Housing Education	\$5,000.00
WCSD Food 4 Families Program	\$5,500.00
Planning – Comprehensive Plan	\$72,000.00
Program Administration	\$50,000.00

Total Funds Proposed for Allocation	\$825,000.00
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The exact budget amounts for each of the proposed uses may change based on the allocation that the City receives from HUD. The changes will be communicated to the City Council and will be reflected in the final plan that is submitted to HUD.

If the Council concurs with these additions and changes, Staff will finalize the draft of the Program Year 2018 Annual Action Plan accordingly and will make it available to the public for review in the next few weeks.

March 26, 2018

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: NYS Office of the State Comptroller – Fiscal Stress Monitoring System

The NYS Office of the State Comptroller recently released the fiscal and environmental stress scores for municipalities based upon their FY 2016-17 financial reports and other data. In January 2013 Comptroller DiNapoli implemented a fiscal stress monitoring system to inform municipal leaders and taxpayers of the economic and budgetary challenges facing their localities so that actions can be taken to avoid a fiscal crisis. Based on the State Comptroller's review of the City's FY 2016-17 Annual Update Document the City is currently classified as "No Designation" based on a score of 3.33 relative to its fiscal stress. The City received the same designation with a score of 5.00 based upon its FY 2015-16 Annual Update Document. The State Comptroller classified the City's environmental stress as "No Designation" based on a score of 23.33 compared to the same designation in the previous year with a score of 9.60.

The State Comptroller's stress categories are as follows:

Classification of Stress	Total Fiscal Points	Total Environmental Points
Significant Fiscal Stress	65 – 100	50 – 100
Moderate Fiscal Stress	55 – 64.9	40 – 49.9
Susceptible to Fiscal Stress	45 – 54.9	30 – 39.9
No Designation	0 – 44.9	0 – 29.9

The monitoring system is intended to represent a systematic and objective methodology for identifying the presence of stress conditions in local government. The system looks at financial indicators and environmental indicators however only the scores of the financial indicators directly determine a municipality's level of fiscal stress. The financial and environmental indicators are based on different calculations within the following categories:

- | | |
|-----------------------------|---------------------------------|
| <u>Financial Indicators</u> | <u>Environmental Indicators</u> |
| - Year end fund balance | - Population |
| - Operating deficits | - Poverty |
| - Cash position | - Age |
| - Use of short-term debt | - Tax Base |
| - Fixed costs | - Income |
| | - Unemployment |
| | - State and Federal Aid |

The City received points for the following financial indicators:

Indicator	FY 2016-17 Score	FY 2015-16 Score	FY 2014-15 Score	FY 2013-14 Score	FY 2012-13 Score
Assigned Unassigned Fund Balance / Gross Expenditures (Combined Funds) being less than the same ratio for the General Fund)	0	0	6.3	6.3	6.3 (1)
Number of Operating Deficits in Last 3 Years	0	3.33	3.3	3.3	0
Last 3 Years Average Personal Services and Fringe Benefits / Net Revenues	0	1.67	1.7	1.7	3.3
Last 3 Year Average of Personal Services and Fringe Benefits ranged 70.0% - 74.9%	3.33	0	0	0	0
Total	3.33	5.00	11.3	11.3	9.6

- (1) Due to a reporting error contained in the FY 2012-13 Annual Update Document the unrestricted assets of the Water Fund were reported on the wrong line. Had the error not occurred the City would have had a high enough Assigned /Unassigned Fund Balance amount to have received zero points for this indicator resulting in an overall score of 3.3.

It is important to understand that where reference is made to “General Fund” the data used was from the combination of the General Fund, Risk Retention Fund, Workers Compensation Fund and Tourism Fund. Where reference is made to “combined funds” the data used was from the combination of the General Fund, Risk Retention Fund, Workers Compensation Fund, Tourism Fund, Water Fund and Sewer Fund. Where reference is made to “all funds” the data used was from the combination of the General, Risk Retention, Workers Compensation, Tourism, Water, Sewer, Community Development, Library, Self-funded Health Insurance, and Debt Service Funds. **However in reality, all of these funds should be looked at individually for financial stress and not on a combined level as each funds’ financial resources cannot be combined to offset the stress one of the funds may be experiencing.**

It is also important to look at the accompanying charts that show where the levels were set for municipalities to be assigned points towards a level of fiscal stress. For example assigned and unassigned fund balance as a percentage of gross expenditures needs to get as low as 10% to be assigned any points and be at 0% or below for all points to be assigned. With the City’s reliance on variable revenue sources (sales tax and sale of excess hydro-electricity) those levels should be set much higher to truly indicate if the City is under fiscal stress.

A list of the NYS city rankings by stress level has also been provided as well as the latest manual. More details on the State Comptroller’s Fiscal Stress Monitoring System can be found on their website at: <http://www.osc.state.ny.us/localgov/fiscalmonitoring/index.htm>

County: Jefferson
MuniCode: 220259000000

City of Watertown

Fiscal Year: 2017
Stress Level: No Designation

Category	Indicator	Scoring	Fiscal Year End	Data Required	Points	
Year End Fund Balance	1 Assigned and Unassigned Fund Balance	General Fund 25 Points ≤ 0% 18.75 Points > 0% But ≤ 3.33% 12.50 Points > 3.33% But ≤ 6.67% 6.25 Points > 6.67% But ≤ 10% 0 Points > 10%	2017	Assigned and Unassigned Fund Balance (codes 915 & 917) Gross Expenditures Calculation Assigned and Unassigned Fund Balance ÷ Gross Expenditures	11,485,928 40,131,194 28.62%	0.00
	2 Total Fund Balance	General Fund 25 Points ≤ 0% 18.75 Points > 0% But ≤ 10% 12.50 Point > 10% But ≤ 15% 6.25 Points > 15% But ≤ 20% 0 Points > 20%	2017	Total Fund Balance (code 8029) Gross Expenditures Calculation Total Fund Balance ÷ Gross Expenditures	14,443,928 40,131,194 35.99%	0.00
Operating Deficits	3 Operating Deficit	Combined Funds 10 Points = Deficit < 0% in 3/3 Last Fiscal Years 6.67 Points = Deficit < 0% in 2/3 Last Fiscal Years 3.33 Points = Deficit < 0% in 1/3 Last Fiscal Years 0 Points = Deficit < 0% in 0/3 Last Fiscal Years	2015	Gross Revenues Gross Expenditures Calculation (Gross Revenues - Gross Expenditures) ÷ Gross Expenditures	49,372,416 48,483,663 1.83%	0.00
			2016	Gross Revenues Gross Expenditures Calculation (Gross Revenues - Gross Expenditures) ÷ Gross Expenditures	50,632,724 50,321,080 0.62%	
			2017	Gross Revenues Gross Expenditures Calculation (Gross Revenues - Gross Expenditures) ÷ Gross Expenditures	52,823,284 51,136,586 3.30%	
Cash Position	4 Cash Ratio	Combined Funds 10 Points ≤ 50% 6.67 Points > 50% But ≤ 75% 3.33 Points > 75% But ≤ 100% 0 Points > 100%	2017	Cash and Investments (codes 200-223, 450, 451) Net Current Liability (codes 600-626, 631-637 & 639-668 less codes 280, 290, 295) Calculation Cash and Investments ÷ Net Current Liability	20,767,590 3,932,593 528.09%	0.00
	5 Cash % of Monthly Expenditures	Combined Funds 10 points ≤ 50% 6.67 Points > 50% But ≤ 100% 3.33 Points > 100% But ≤ 150% 0 Points > 150%	2017	Cash and Investments (codes 200, 201, 450, 451) Average Monthly Gross Expenditures (Gross Expenditures ÷ 12) Calculation Cash and Investments ÷ Average Monthly Gross Expenditures	20,762,340 4,261,382 487.22%	0.00
Use of Short- Term Cash- Flow Debt	6 Short-Term Cash- Flow Debt Issuance	All Funds 5 Points > 15% 3.33 Points > 5% But ≤ 15% 1.67 Points > 0% But ≤ 5% 0 Points = 0%	2017	Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes) Total Revenues (General Fund Only) Calculation Short-Term Debt Issued ÷ Total Revenues (General Fund Only)	0 40,793,407 0.00%	0.00
			2015	Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes)	0	0.00
	2016	Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes)	0			
	2017	Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes)	0			
7 Short-Term Cash- Flow Debt Issuance Trend	All Funds 5 Points = Issuance In Each of Last Three Years 3.33 Points = Issuance In Each of Last Two Years 1.67 Points = Issuance In Current Year 0 Points = No Issuance In Current Year	2015	Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes)	0	0.00	

City of Watertown

Category	Indicator	Scoring	Fiscal Year End		Points		
Fixed Costs	8 Personal Services and Employee Benefits	All Funds (Except Capital Projects) 5 Points = Last Three Fiscal Year Average ≥ 75% 3.33 Points = Last Three Fiscal Year Average ≥ 70% But < 75% 1.67 Points = Last Three Fiscal Year Average ≥ 65% But < 70% 0 Points = Last Three Fiscal Year Average < 65%	2015	Data Required	3.33		
				Personal Services and Employee Benefits		41,452,817	
				Total Revenues		59,949,478	
				Calculation			
			Personal Services and Employee Benefits ÷ Total Revenues				69.15%
			2016	Data Required			
				Personal Services and Employee Benefits		42,707,646	
				Total Revenues		59,721,700	
				Calculation			
			Personal Services and Employee Benefits ÷ Total Revenues				71.51%
			2017	Data Required			
				Personal Services and Employee Benefits		45,088,450	
				Total Revenues		62,701,787	
Calculation							
Personal Services and Employee Benefits ÷ Total Revenues				71.91%			
Calculation (Average)							
3 Year Average (Personal Services and Employee Benefits ÷ Total Revenues)				70.86%			
	9 Debt Service % Revenue	All Funds (Except Capital Projects) 5 Points = Last Three Fiscal Year Average ≥ 20% 3.33 Points = Last Three Fiscal Year Average ≥ 15% But < 20% 1.67 Points = Last Three Fiscal Year Average ≥ 10% But < 15% 0 Points = Last Three Fiscal Year Average < 10%	2015	Data Required	0.00		
				Debt Service Expenditures - Current Refunding Bond Proceeds (code 5792)		2,983,946	
				Total Revenues		59,949,478	
				Calculation			
			Debt Service ÷ Total Revenues				4.98%
			2016	Data Required			
				Debt Service Expenditures - Current Refunding Bond Proceeds (code 5792)		3,522,733	
				Total Revenues		59,721,700	
				Calculation			
			Debt Service ÷ Total Revenues				5.90%
			2017	Data Required			
				Debt Service Expenditures - Current Refunding Bond Proceeds (code 5792)		3,412,717	
				Total Revenues		62,701,787	
Calculation							
Debt Service ÷ Total Revenues				5.44%			
Calculation (Average)							
3 Year Average (Debt Service ÷ Total Revenues)				5.44%			
Total ¹ :				3.3			

General Fund Combined Funds
Cities A A, FX, G, ES, EW

Gross Revenues = Revenues and Other Sources
Total Revenues = Revenues
Gross Expenditures = Expenditures and Other Uses

Point Range (Out of 100 total pts)
Significant Fiscal Stress 65 - 100
Moderate Fiscal Stress 55 - 64.9
Susceptible Fiscal Stress 45 - 54.9
No Designation 0 - 44.9

¹Indicator points are rounded to two decimal places. Total points are rounded to one decimal place.

County: Jefferson
MuniCode: 220259000000

City of Watertown

Fiscal Year: 2017
Stress Level: No Designation

Category	Indicator	Scoring	Year	Points
Population	1 Change in Population	10 Points < -5% 6.67 Points < -2.5% But ≥ -5% 3.33 Points < 0% But ≥ -2.5% 0 Points ≥ 0%	2011 Data Required Population 27,110	6.67
			2016 Data Required Population 25,900	
			Calculation (2016 Population Estimate - 2011 Population Estimate) ÷ 2011 Prior Population -4.46%	
Poverty	2 Percent of Households with Public Assistance	20 Points > 30% 13.33 Point > 25% But ≤ 30% 6.67 Points > 20% But ≤ 25% 0 Points ≤ 20%	2016 Data Required Households with Public Assistance 3,104 Total Number of Households 11,204 Calculation Households with Public Assistance ÷ Total Number of Households 27.70%	13.33
			2016 Data Required Percent of Population Under 18 23.50% Percent of Population 65 and Over 12.80% Calculation Percent of Population Under 18 + Percent of Population 65 and Over 36.30%	0.00
			2011 Data Required Median Value of Owner Occupied Housing 116,700 Housing Consumer Price Index (NY-NJ-CT-PA Region) 261.85 2016 Data Required Median Value of Owner Occupied Housing 131,500 Housing Consumer Price Index (NY-NJ-CT-PA Region) 284.64 Calculation (Property Value) (2016 Median Home Value - 2011 Median Home Value) ÷ 2011 Median Home Value 12.68% Calculation (Consumer Price Index) (2016 Consumer Price Index - 2011 Consumer Price Index) ÷ 2011 Consumer Price Index 8.70%	0.00
Tax Base	4 Percent Change in Home Value	20 Points < 0% 13.33 Points < 4.35% (50% x Consumer Price Index Calculation) 6.67 Points < 8.70% (Consumer Price Index Calculation) 0 Points ≥ 8.70% (Consumer Price Index Calculation)	2016 Data Required Median Household Income 40,623 Federal Poverty Line (Family of 3) 20,160	0.00
			2016 Data Required Unemployment Rate 9.20%	3.33
			2015 Data Required State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 8,072,555 Total Revenues (All Funds Except Capital Projects) 59,949,478 Calculation State and Federal Revenues ÷ Total Revenues 13.47% 2016 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 7,329,625 Total Revenues (All Funds Except Capital Projects) 59,721,700 Calculation State and Federal Revenues ÷ Total Revenues 12.27% 2017 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 6,755,694 Total Revenues (All Funds Except Capital Projects) 62,701,787 Calculation State and Federal Revenues ÷ Total Revenues 10.77% Calculation (Average) 3 Year Average (State and Federal Revenues ÷ Total Revenues) 12.17%	0.00
Income	5 Median Household Income	10 Points < 30,240 (150% x Federal Poverty Line (FPL)) 6.67 Points < 35,280 (175% x FPL) But ≥ 30,240 (150% x FPL) 3.33 Points < 40,320 (200% x FPL) But ≥ 35,280 (175% x FPL) 0 Points ≥ 40,320 (200% x FPL)	2016 Data Required Unemployment Rate 9.20%	3.33
			2015 Data Required State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 8,072,555 Total Revenues (All Funds Except Capital Projects) 59,949,478 Calculation State and Federal Revenues ÷ Total Revenues 13.47% 2016 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 7,329,625 Total Revenues (All Funds Except Capital Projects) 59,721,700 Calculation State and Federal Revenues ÷ Total Revenues 12.27% 2017 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 6,755,694 Total Revenues (All Funds Except Capital Projects) 62,701,787 Calculation State and Federal Revenues ÷ Total Revenues 10.77% Calculation (Average) 3 Year Average (State and Federal Revenues ÷ Total Revenues) 12.17%	0.00
			2016 Data Required Median Household Income 40,623 Federal Poverty Line (Family of 3) 20,160	0.00
Unemployment	6 Unemployment Rate	10 Points > 12% 6.67 Points > 10% But ≤ 12% 3.33 Points > 8% But ≤ 10% 0 Points ≤ 8%	2015 Data Required State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 8,072,555 Total Revenues (All Funds Except Capital Projects) 59,949,478 Calculation State and Federal Revenues ÷ Total Revenues 13.47% 2016 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 7,329,625 Total Revenues (All Funds Except Capital Projects) 59,721,700 Calculation State and Federal Revenues ÷ Total Revenues 12.27% 2017 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 6,755,694 Total Revenues (All Funds Except Capital Projects) 62,701,787 Calculation State and Federal Revenues ÷ Total Revenues 10.77% Calculation (Average) 3 Year Average (State and Federal Revenues ÷ Total Revenues) 12.17%	0.00
			2016 Data Required State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 8,072,555 Total Revenues (All Funds Except Capital Projects) 59,949,478 Calculation State and Federal Revenues ÷ Total Revenues 13.47% 2016 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 7,329,625 Total Revenues (All Funds Except Capital Projects) 59,721,700 Calculation State and Federal Revenues ÷ Total Revenues 12.27% 2017 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 6,755,694 Total Revenues (All Funds Except Capital Projects) 62,701,787 Calculation State and Federal Revenues ÷ Total Revenues 10.77% Calculation (Average) 3 Year Average (State and Federal Revenues ÷ Total Revenues) 12.17%	0.00
			2016 Data Required State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 8,072,555 Total Revenues (All Funds Except Capital Projects) 59,949,478 Calculation State and Federal Revenues ÷ Total Revenues 13.47% 2016 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 7,329,625 Total Revenues (All Funds Except Capital Projects) 59,721,700 Calculation State and Federal Revenues ÷ Total Revenues 12.27% 2017 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 6,755,694 Total Revenues (All Funds Except Capital Projects) 62,701,787 Calculation State and Federal Revenues ÷ Total Revenues 10.77% Calculation (Average) 3 Year Average (State and Federal Revenues ÷ Total Revenues) 12.17%	0.00
State and Federal Aid	7 Reliance on State and Federal Aid	20 Points > 30% 13.33 Points > 20% But ≤ 30% 6.67 Points > 15% But ≤ 20% 0 Points ≤ 15%	2016 Data Required State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 8,072,555 Total Revenues (All Funds Except Capital Projects) 59,949,478 Calculation State and Federal Revenues ÷ Total Revenues 13.47% 2016 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 7,329,625 Total Revenues (All Funds Except Capital Projects) 59,721,700 Calculation State and Federal Revenues ÷ Total Revenues 12.27% 2017 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 6,755,694 Total Revenues (All Funds Except Capital Projects) 62,701,787 Calculation State and Federal Revenues ÷ Total Revenues 10.77% Calculation (Average) 3 Year Average (State and Federal Revenues ÷ Total Revenues) 12.17%	0.00
			2016 Data Required State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 8,072,555 Total Revenues (All Funds Except Capital Projects) 59,949,478 Calculation State and Federal Revenues ÷ Total Revenues 13.47% 2016 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 7,329,625 Total Revenues (All Funds Except Capital Projects) 59,721,700 Calculation State and Federal Revenues ÷ Total Revenues 12.27% 2017 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 6,755,694 Total Revenues (All Funds Except Capital Projects) 62,701,787 Calculation State and Federal Revenues ÷ Total Revenues 10.77% Calculation (Average) 3 Year Average (State and Federal Revenues ÷ Total Revenues) 12.17%	0.00
			2016 Data Required State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 8,072,555 Total Revenues (All Funds Except Capital Projects) 59,949,478 Calculation State and Federal Revenues ÷ Total Revenues 13.47% 2016 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 7,329,625 Total Revenues (All Funds Except Capital Projects) 59,721,700 Calculation State and Federal Revenues ÷ Total Revenues 12.27% 2017 State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) 6,755,694 Total Revenues (All Funds Except Capital Projects) 62,701,787 Calculation State and Federal Revenues ÷ Total Revenues 10.77% Calculation (Average) 3 Year Average (State and Federal Revenues ÷ Total Revenues) 12.17%	0.00
Total:				23.3

Indicator points are rounded to two decimal places. Total points are rounded to one decimal place.

Total Revenues = Revenues (Not Including Other Sources)

Point Range (Out of 100 total pts)
 Significant Environmental Stress 50 - 100
 Moderate Environmental Stress 40 - 49.9
 Susceptible Environmental Stress 30 - 39.9
 No Designation 0 - 29.9

[OSC Home](#) > [Local Government Home](#) > [Fiscal Stress Monitoring System](#) > Fiscal Stress Monitoring System Search Tool

[Download Fiscal Stress System Search Tool Data](#)

Fiscal Stress Monitoring System Search Tool

Search for a local government or school district:

Self-Assessment Tool:

The self-assessment tool is an interactive excel workbook that can be used to generate fiscal stress projections or view indicator data, recent trends and peer group comparisons.

- [Self-Assessment Tool User Guide](#)

Fiscal Scores 										
Fiscal Year Ending In	Local Government/School District Class	Local Government/School District Name	County	Stress Designation	Current Year	1 Year Prior	2 Years Prior	Environmental Score	Region	Self-Assessment Tool (.xls) 
	<input type="text" value="City"/>	<input type="text" value="Search..."/>	<input type="text" value="Search.."/>	<input type="text" value=""/>					<input type="text" value=""/>	
2016	City	Dunkirk	Chautauqua	Not filed	-	<u>20.8</u>	<u>20.8</u>	-	Western New York	-
2016	City	Elmira	Chemung	Not filed	-	-	-	-	Southern Tier	-
2016	City	Gloversville	Fulton	Not filed	-	-	-	-	Mohawk Valley	-
2016	City	Mount Vernon	Westchester	Not filed	-	<u>20.8</u>	<u>30.4</u>	-	Mid-Hudson	-
2017	City	Rensselaer	Rensselaer	Not filed	-	-	-	-	Capital District	-
2017	City	Amsterdam	Montgomery	Not filed	-	-	-	-	Mohawk Valley	-
2017	City	Salamanca	Cattaraugus	Not filed	-	-	<u>12.9</u>	-	Western New York	-
2017	City	Long Beach	Nassau	Significant	<u>80.8</u>	<u>58.3</u>	<u>33.8</u>	<u>26.7</u>	Long Island	Download
2016	City	Watervliet	Albany	Significant	<u>75.8</u>	<u>61.3</u>	<u>54.6</u>	0.0	Capital District	Download
2016	City	Albany	Albany	Significant	<u>67.5</u>	<u>77.5</u>	<u>67.5</u>	18.8	Capital District	Download
2016	City	Poughkeepsie	Dutchess	Moderate	<u>62.5</u>	<u>62.5</u>	<u>62.5</u>	32.1	Mid-Hudson	Download
2016	City	Niagara Falls	Niagara	Moderate	<u>62.5</u>	<u>47.9</u>	<u>31.7</u>	41.3	Western New York	Download
2016	City	Glen Cove	Nassau	Moderate	<u>61.7</u>	<u>53.8</u>	<u>70.0</u>	7.5	Long Island	Download
2016	City	Fulton	Oswego	Moderate	<u>57.5</u>	<u>64.2</u>	<u>57.5</u>	30.8	Central New York	Download
2016	City	Ogdensburg	St. Lawrence	Moderate	<u>56.3</u>	<u>46.7</u>	<u>21.7</u>	41.3	North Country	Download

Fiscal Scores 



Fiscal Year Ending In	Local Government/ School District Name	County	Stress Designation	Current Year	1 Year Prior	2 Years Prior	Environmental Score	Region	Self-Assessment Tool (.xls)
2017	City Yonkers	Westchester	Susceptible	<u>53.3</u>	<u>60.0</u>	<u>51.7</u>	<u>36.7</u>	Mid-Hudson	Download
2016	City Port Jervis	Orange	Susceptible	<u>52.1</u>	<u>66.3</u>	-	28.3	Mid-Hudson	Download
2016	City Jamestown	Chautauqua	No Designation	<u>44.2</u>	<u>44.2</u>	<u>40.8</u>	47.1	Western New York	Download
2016	City Little Falls	Herkimer	No Designation	<u>41.3</u>	<u>57.9</u>	<u>59.6</u>	42.9	Mohawk Valley	Download
2016	City Plattsburgh	Clinton	No Designation	<u>41.3</u>	<u>41.3</u>	<u>41.3</u>	13.3	North Country	Download
2016	City Tonawanda	Erie	No Designation	<u>35.4</u>	<u>26.3</u>	<u>47.1</u>	28.8	Western New York	Download
2017	City Syracuse	Onondaga	No Designation	<u>30.0</u>	<u>39.2</u>	<u>32.5</u>	<u>63.3</u>	Central New York	Download
2017	City Utica	Oneida	No Designation	<u>24.2</u>	<u>20.8</u>	<u>40.0</u>	<u>70.0</u>	Mohawk Valley	Download
2016	City Cortland	Cortland	No Designation	<u>23.8</u>	<u>25.4</u>	<u>28.8</u>	15.0	Central New York	Download
2016	City Lockport	Niagara	No Designation	<u>23.8</u>	<u>43.3</u>	<u>49.6</u>	36.3	Western New York	Download
2016	City Troy	Rensselaer	No Designation	<u>23.8</u>	<u>40.0</u>	<u>43.3</u>	26.7	Capital District	Download
2016	City Cohoes	Albany	No Designation	<u>20.8</u>	<u>20.8</u>	<u>5.0</u>	10.0	Capital District	Download
2016	City Kingston	Ulster	No Designation	<u>19.2</u>	<u>15.8</u>	<u>31.7</u>	20.8	Mid-Hudson	Download
2016	City Rome	Oneida	No Designation	<u>15.8</u>	<u>19.2</u>	<u>12.5</u>	25.8	Mohawk Valley	Download
2016	City Schenectady	Schenectady	No Designation	<u>15.8</u>	<u>15.8</u>	<u>0.0</u>	37.9	Capital District	Download
2016	City Ithaca	Tompkins	No Designation	<u>12.9</u>	-	-	0.0	Southern Tier	Download
2017	City Buffalo	Erie	No Designation	<u>12.9</u>	<u>9.6</u>	<u>9.6</u>	<u>53.3</u>	Western New York	Download
2016	City Hudson	Columbia	No Designation	<u>12.5</u>	<u>12.5</u>	<u>12.5</u>	35.4	Capital District	Download
2016	City Mechanicville	Saratoga	No Designation	<u>12.5</u>	<u>15.8</u>	<u>49.6</u>	18.3	Capital District	Download
2016	City Oneonta	Otsego	No Designation	<u>12.5</u>	<u>15.8</u>	<u>15.8</u>	3.3	Southern Tier	Download
2016	City Norwich	Chenango	No Designation	<u>11.3</u>	<u>45.8</u>	<u>49.2</u>	25.4	Southern Tier	Download
2016	City Peekskill	Westchester	No Designation	<u>11.3</u>	<u>21.3</u>	<u>32.5</u>	10.0	Mid-Hudson	Download
2017	City Auburn	Cayuga	No Designation	<u>11.3</u>	<u>11.3</u>	<u>11.3</u>	<u>26.7</u>	Central New York	Download
2016	City Johnstown	Fulton	No Designation	<u>8.3</u>	-	-	3.3	Mohawk Valley	Download
2016	City Oneida	Madison	No Designation	<u>8.3</u>	<u>5.0</u>	<u>6.7</u>	15.4	Central New York	Download

Fiscal Scores 

Fiscal Year Ending In	Local Government/School District	County	Stress Designation	Current Year	Fiscal Scores 		Environmental Score	Region	Self-Assessment Tool (.xls) 	
					1 Year Prior	2 Years Prior				
Class	Name	Search...	Search...							
2017	City	Olean	Cattaraugus	No Designation	<u>7.9</u>	<u>5.0</u>	<u>6.7</u>	<u>33.3</u>	Western New York	Download
2016	City	Geneva	Ontario	No Designation	<u>6.7</u>	<u>16.3</u>	<u>28.8</u>	30.8	Finger Lakes	Download
2016	City	Rye	Westchester	No Designation	<u>6.7</u>	<u>3.3</u>	<u>0.0</u>	2.5	Mid-Hudson	Download
2016	City	New Rochelle	Westchester	No Designation	<u>6.3</u>	<u>6.3</u>	<u>25.0</u>	2.5	Mid-Hudson	Download
2016	City	Newburgh	Orange	No Designation	<u>6.3</u>	<u>12.5</u>	<u>18.8</u>	32.5	Mid-Hudson	Download
2016	City	North Tonawanda	Niagara	No Designation	<u>5.0</u>	<u>5.0</u>	<u>3.3</u>	25.4	Western New York	Download
2016	City	Saratoga Springs	Saratoga	No Designation	<u>5.0</u>	<u>0.0</u>	<u>6.3</u>	2.5	Capital District	Download
2017	City	Rochester	Monroe	No Designation	<u>5.0</u>	<u>11.3</u>	<u>17.5</u>	<u>60.0</u>	Finger Lakes	Download
2016	City	Canandaigua	Ontario	No Designation	<u>3.3</u>	<u>8.3</u>	<u>5.0</u>	17.5	Finger Lakes	Download
2016	City	Middletown	Orange	No Designation	<u>3.3</u>	<u>5.0</u>	<u>5.0</u>	22.1	Mid-Hudson	Download
2016	City	Sherrill	Oneida	No Designation	<u>3.3</u>	<u>3.3</u>	<u>6.7</u>	10.8	Mohawk Valley	Download
2017	City	Batavia	Genesee	No Designation	<u>3.3</u>	<u>0.0</u>	<u>0.0</u>	<u>26.7</u>	Finger Lakes	Download
2017	City	Watertown	Jefferson	No Designation	<u>3.3</u>	<u>5.0</u>	<u>11.3</u>	<u>23.3</u>	North Country	Download
2017	City	Lackawanna	Erie	No Designation	<u>3.3</u>	<u>3.3</u>	<u>8.3</u>	<u>50.0</u>	Western New York	Download
2016	City	Beacon	Dutchess	No Designation	<u>1.7</u>	<u>1.7</u>	<u>1.7</u>	15.0	Mid-Hudson	Download
2016	City	Binghamton	Broome	No Designation	<u>1.7</u>	<u>17.5</u>	<u>20.8</u>	51.7	Southern Tier	Download
2016	City	Glens Falls	Warren	No Designation	<u>1.7</u>	<u>14.2</u>	<u>56.3</u>	5.8	Capital District	Download
2017	City	White Plains	Westchester	No Designation	<u>1.7</u>	<u>1.7</u>	<u>7.9</u>	<u>20.0</u>	Mid-Hudson	Download
2017	City	Corning	Steuben	No Designation	<u>1.7</u>	<u>17.5</u>	<u>17.5</u>	<u>6.7</u>	Southern Tier	Download
2016	City	Oswego	Oswego	No Designation	<u>0.0</u>	<u>0.0</u>	<u>15.0</u>	12.9	Central New York	Download
2017	City	Hornell	Steuben	No Designation	<u>0.0</u>	<u>5.0</u>	<u>5.0</u>	<u>46.7</u>	Southern Tier	Download



Office of the NEW YORK STATE

COMPTROLLER

Fiscal Stress Monitoring System Manual



New York State Comptroller

THOMAS P. DiNAPOLI

NOVEMBER 2017

Introduction

Local governments and school districts are on the frontline of service delivery in New York State, and their financial stability is of interest to the public at large and many specific stakeholders. The State Comptroller has a Constitutional and statutory function to examine and report on the financial affairs and condition of local governments and school districts. In conjunction with this role, the Office of the State Comptroller (OSC) developed and launched the Fiscal Stress Monitoring System (System) in 2013. In 2017, OSC implemented System enhancements, reflecting four years of operational experience as well as feedback collected during a 75-day public comment period.

Each year, the System assesses each of the State's counties, cities, towns, villages and school districts, identifying those entities experiencing notable levels of fiscal stress, as well as those showing susceptibility to fiscal stress. New York City is excluded from this analysis, due to its unique financial structure.

Through this program, OSC provides the public with objective information highlighting communities in need of timely and corrective attention. Ideally, local officials use the System analysis to pursue local actions in an orderly, transparent and inclusive manner—to minimize disruption to vital services and maximize citizen engagement. Similarly, the System allows State leaders to be better informed as to the overall fiscal climate in which these entities operate.

This manual provides a basic discussion about the System while accompanying technical appendices provide details about the methodology OSC staff utilize in performing the assessments.

System Basics

Focus: What We Measure

The System evaluates fiscal stress from a budgetary solvency perspective and provides a score to reflect the ability of a local government or school district to generate enough revenues to meet expenditures. The scope is narrow, by design.

The System does not:

- Assess how a local government or school district is being managed
- Adjust for late-breaking local developments
- Consider the impact of the local political climate

Method: How We Measure

The System is objective and applied uniformly across the State. Data to support the stress analyses come from financial information filed and certified annually by local governments and school districts with OSC. Additionally,

- The critical areas examined are based upon industry-accepted standards, and
- The System uses existing financial reporting.

The System is based on a set of specific financial indicators and environmental indicators. Financial indicators test critical areas such as fund balance levels, operating deficits, cash-on-hand, fixed costs and short-term cash-flow borrowing. The examination focuses on the major operating funds of each entity, depending on class (county, city, town, village, or school).

Figure 1		
Financial Indicators (Local Governments & School Districts)		
Critical Area	What it is	Why it Matters
Fund Balance	The accumulated surplus/ deficit since operations began	Indicates entity's ability to cover revenue shortfalls and expenditure overruns
Operating Deficits	The difference between gross revenues and gross expenditures	Shows the results of recent financial operations– did the entity have enough revenue to meet expenditures in the budget year? Can reveal structural imbalance in the budget
Cash Position	The amount of available cash at end of the year	Reveals whether an entity has enough cash-on-hand to pay its bills
Short-Term Cash-Flow Debt	Borrowing for cash- flow purposes	Borrowing to pay for normal operating costs is generally not a fiscally prudent practice
Fixed Costs (Local Governments Only)	Expenditures for personal services, employee benefits and debt service	There is less flexibility in these expenditure categories, making it difficult to adjust when resources decline

Separately, environmental indicators assess a different set of critical areas that, unlike the financial indicators, are generally outside the direct control of local leaders (e.g. tax base and population growth, reliance on state and federal revenues, poverty levels etc.). In addition to information filed with OSC, data for environmental indicators come from other Federal and State sources including the American Community Survey, U.S. Bureau of Labor Statistics, U.S. Department of Health and Human Services, the New York State Education Department and the New York State Office of Real Property Tax Services.

For school districts, System calculations are also based on a set of specific financial and environmental indicators. School financial indicators test critical areas such as fund balance levels, operating deficits, cash-on-hand and short-term cash-flow borrowing while school environmental indicators examine key areas such as poverty levels, class size, school budget support etc.

Figure 2

Environmental Indicators (Local Governments)		
Critical Area	What it is	Why it Matters
Population	5-yr change in population	Provides insight into health of local economy. Affects local property values and tax base
Poverty	Households on public assistance	Provides insight about mix of services needed by the community—some of which are higher cost (e.g. healthcare, public transportation)
Age	Percent of population < 18 and > 65 (those not likely to be working full time)	
Tax Base	Percent change in home values	Reflects health of local economy and ability to raise revenue through property taxes
Income	Median Household Income	Reflects ability of a household to pay property taxes and support local economy (e.g. generate sales tax receipts)
Unemployment	Unemployment rate	
State and Federal Revenue	Reliance on state and federal aid	These revenues are not controlled locally. Significant dependence presents a revenue risk

Figure 3

Environmental Indicators (School Districts)		
Critical Area	What it is	Why it Matters
Poverty	Percentage of economically disadvantaged students	Provides insights about service needs within a district
Class Size	Number of students in class	Reflects possible future costs for a school district (e.g. need for new buildings, additional teachers etc)
Teacher Turnover	Teacher turnover rate	
Tax Base	Percent change in property value	Reflects health of local economy and ability to raise revenues through property taxes
Budget Support	Budget vote approval percentage	Community support affects ability of district to incur anticipated expenditures
English Language Learners	Percent of students with English as a second language	Provides insights about future cost growth

For general discussion purposes, Figures 1-3 provide abbreviated summaries of the financial and environmental indicators. Detailed, technical descriptions are available in Appendices A-D.

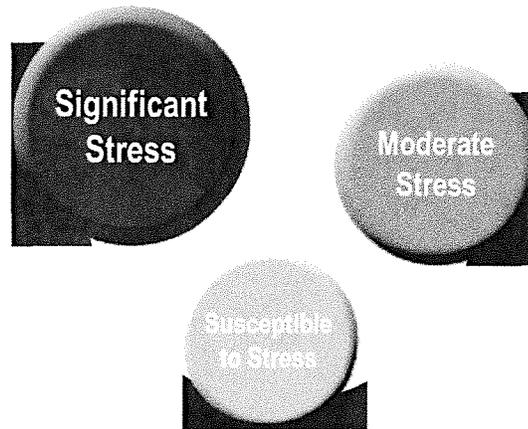
Scoring

The System weighs individual indicators according to relative importance. The results of an entity's indicator calculations are evaluated on a 100-point scale, with the sum of the points yielding separate fiscal stress and environmental stress scores.

In basic terms, the more points an entity accumulates, the higher its score. Those entities with the highest scores on the financial indicators are subsequently listed on the Comptroller's official fiscal stress list. As mentioned above, environmental scores provide useful information for local officials to reference as they field questions from citizens, local media and other interested parties.

Classifications

The System uses three categories of stress. They are the same for both the financial indicator and the environmental indicator results: Significant Stress, Moderate Stress and Susceptible to Stress.



In addition to those noted above, there are three additional classifications reflecting other possible scenarios:

- No Designation – for entities whose score results are below the established thresholds for one of the three stress categories. Importantly, this classification does not imply that the entity is free of all fiscal stress conditions.
- Inconclusive – for entities that did file financial data but still have significant unresolved issues associated with that data, as of the snapshot date.
- Not Filed – for entities that either did not submit their annual financial reports (each of the past three years) or did so very late (after the snapshot date)—well after the opportunity to be properly evaluated and scored has passed. This is perhaps the most troubling classification as not filing deprives citizens in these communities the full transparency they deserve from their local leaders. Entities in this category are not retroactively scored even after they submit their information.

What's a Snapshot Date?

A snapshot date is the date scores are calculated and finalized. The annual financial report (AFR) must be filed and free of material outstanding issues on this date in order for an entity to receive a Fiscal Stress Monitoring System score.

Additional information about scoring methodology can be found in [Appendix F](#).

Timing: When We Measure

The System represents an ongoing commitment by OSC to maintain an objective and broad understanding about the fiscal challenges facing local communities in New York State.

Local governments and school districts are required to file their financial reports 60-120 days after the end of their fiscal year. OSC staff begin reviewing reports as soon as they are filed. System scores are typically available 7-9 months after the end of the local government or school district fiscal year.

Score releases occur three times each year. Entities are assigned to a release, based on their class type and fiscal year-end date. See Figure 4.

Since entities continue to be scored on an annual basis, the System allows users to track stress condition trends over time and get a realistic sense about where an individual community might be headed.

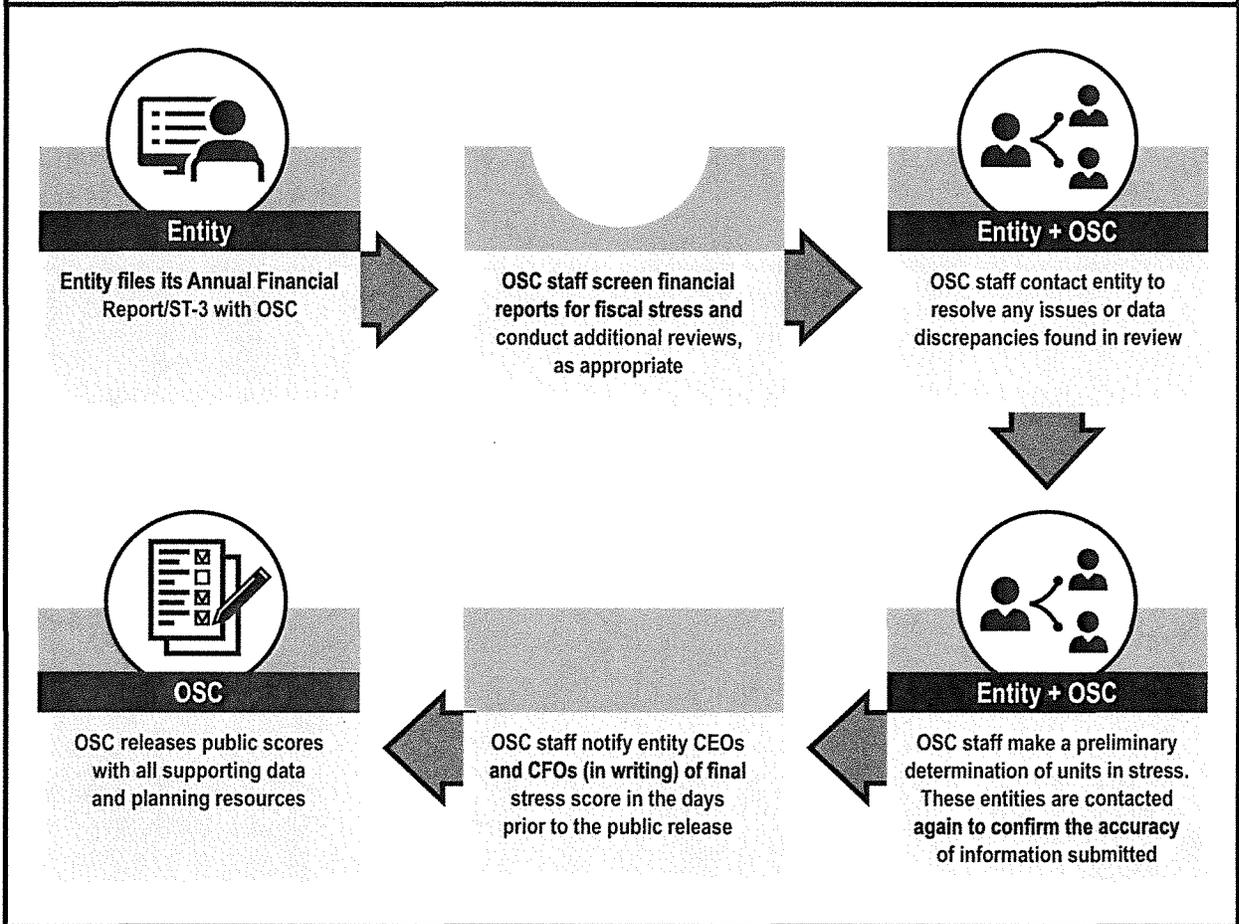
Release Type	Fiscal Year(s) Ending	Timing of Release
Schools	June 30	1st Quarter
Non-Calendar Year Local Governments:	February 28	2nd Quarter
Some cities (including Big 4) and most villages	March 31	
	May 31	
	June 30	
Calendar Year Local Governments:	December 31	3rd Quarter
All counties and towns, most cities and a few villages	July 31	

Verification Process

As OSC receives annual financial reports, Division staff perform a standardized review and follow-up with the local government or school officials, as necessary. A subset of specific data elements are then used in the fiscal stress calculations to preliminarily determine whether or not a unit might be in one of the stress categories. Once these entities are identified, additional contact and follow-up is made to review this information and resolve any data issues (e.g. data errors or inconsistencies). The entire process may involve multiple phone and email communications and often results in adjustments being submitted by individual entities. The process concludes with an official notification by OSC to the local government and school district officials, just prior to the public release of scores. This lengthy and rigorous review ensures that there are no surprises at the local level when the scores are announced. Figure 5 depicts the general process.

Figure 5

Fiscal Stress Monitoring System: Verification Process



County, City, Town, or Village Financial Indicators

Category	Indicator	Scoring	Fiscal Year End	Data Required and Calculations	Possible Points
Year End Fund Balance	1 Assigned and Unassigned Fund Balance	General Fund 25 Points for values ≤ 0% 18.75 Points for values > 0% But ≤ 3.33% 12.50 Points for values > 3.33% But ≤ 6.67% 6.25 Points for values > 6.67% But ≤ 10% 0 Points for values > 10%	Current Year	Data Required Assigned and Unassigned Fund Balance (codes 915 & 917) Gross Expenditures Calculation Assigned and Unassigned Fund Balance + Gross Expenditures	25.00
	2 Total Fund Balance	General Fund 25 Points for values ≤ 0% 18.75 Points for values > 0% But ≤ 10% 12.50 Points for values > 10% But ≤ 15% 6.25 Points for values > 15% But ≤ 20% 0 Points for values > 20%	Current Year	Data Required Total Fund Balance (code 8029) Gross Expenditures Calculation Total Fund Balance + Gross Expenditures	25.00
Operating Deficits	3 Operating Deficit	Combined Funds 10 Points for values = Deficit < 0% in 3/3 Last Fiscal Years 6.67 Points for values = Deficit < 0% in 2/3 Last Fiscal Years 3.33 Points for values = Deficit < 0% in 1/3 Last Fiscal Years 0 Points for values = Deficit < 0% in 0/3 Last Fiscal Years	2 Years Prior	Data Required Gross Revenues Gross Expenditures Calculation (Gross Revenues - Gross Expenditures) + Gross Expenditures	10.00
			Prior Year	Data Required Gross Revenues Gross Expenditures Calculation (Gross Revenues - Gross Expenditures) + Gross Expenditures	
			Current Year	Data Required Gross Revenues Gross Expenditures Calculation (Gross Revenues - Gross Expenditures) + Gross Expenditures	
Cash Position	4 Cash Ratio	Combined Funds 10 Points for values ≤ 50% 6.67 Points for values > 50% But ≤ 75% 3.33 Points for values > 75% But ≤ 100% 0 Points for values > 100%	Current Year	Data Required Cash and Investments (codes 200-223,450,451) Net Current Liability (codes 600-626, 631-637 & 639-668 less codes 280,290,295) Calculation Cash and Investments + Net Current Liability	10.00
	5 Cash % of Monthly Expenditures	Combined Funds (Cities & Counties) 10 Points for values ≤ 50% 6.67 Points for values > 50% But ≤ 100% 3.33 Points for values > 100% But ≤ 150% 0 Points for values > 150% Combined Funds (Villages & Towns) 10 Points for values ≤ 33.33% 6.67 Points for values > 33.33% But ≤ 66.67% 3.33 Points for values > 66.67% But ≤ 100% 0 Points for values > 100%	Current Year	Data Required Cash and Investments (codes 200, 201, 450, 451) Average Monthly Gross Expenditures (Gross Expenditures + 12) Calculation Cash and Investments + Average Monthly Gross Expenditures	10.00
Use of Short-Term Cash-Flow Debt	6 Short-Term Cash-Flow Debt Issuance	All Funds 5 Points for values > 15% 3.33 Points for values > 5% But ≤ 15% 1.67 Points for values > 0% But ≤ 5% 0 Points for values = 0%	Current Year	Data Required Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes) Total Revenues (General Fund Only) Calculation Short-Term Debt Issued + Total Revenues (General Fund Only)	5.00

County, City, Town, or Village Financial Indicators					
Category	Indicator	Scoring	Fiscal Year End	Data Required and Calculations	Possible Points
Use of Short-Term Cash-Flow Debt	7 Short-Term Cash-Flow Debt Issuance Trend	All Funds	2 Years Prior	Data Required Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes)	5.00
		5 Points for values = Issuance In Each of Last Three Years 3.33 Points for values = Issuance In Each of Last Two Years 1.67 Points for values = Issuance In Current Year 0 Points for values = No Issuance In Current Year	Prior Year Current Year	Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes) Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes)	
Fixed Costs	8 Personal Services and Employee Benefits	All Funds (Except Capital Projects) 5 Points for values = Last Three Fiscal Year Average ≥ 75% 3.33 Points for values = Last Three Fiscal Year Average ≥ 70% But < 75% 1.67 Points for values = Last Three Fiscal Year Average ≥ 65% But < 70% 0 Points for values = Last Three Fiscal Year Average < 65%	2 Years Prior	Data Required Personal Services and Employee Benefits Total Revenues Calculation Personal Services and Employee Benefits + Total Revenues	5.00
			Prior Year	Data Required Personal Services and Employee Benefits Total Revenues Calculation Personal Services and Employee Benefits + Total Revenues	
			Current Year	Data Required Personal Services and Employee Benefits Total Revenues Calculation Personal Services and Employee Benefits + Total Revenues	
				Calculation (Average) 3 Year Average (Personal Services and Employee Benefits + Total Revenues)	
	9 Debt Service % Revenue	All Funds (Except Capital Projects) 5 Points for values = Last Three Fiscal Year Average ≥ 20% 3.33 Points for values = Last Three Fiscal Year Average ≥ 15% But < 20% 1.67 Points for values = Last Three Fiscal Year Average ≥ 10% But < 15% 0 Points for values = Last Three Fiscal Year Average < 10%	2 Years Prior	Data Required Debt Service Expenditures - Current Refunding Bond Proceeds (code 5792) Total Revenues Calculation Debt Service + Total Revenues	5.00
			Prior Year	Data Required Debt Service Expenditures - Current Refunding Bond Proceeds (code 5792) Total Revenues Calculation Debt Service + Total Revenues	
			Current Year	Data Required Debt Service Expenditures - Current Refunding Bond Proceeds (code 5792) Total Revenues Calculation Debt Service + Total Revenues	
				Calculation (Average) 3 Year Average (Debt Service + Total Revenues)	
Total¹:					100.0
	General Fund	Combined Funds²	Gross Revenues = Revenues and Other Sources	Point Range (Out of 100 total pts)	
	Cities: A	A, FX, G, ES, EW (Big 4 Cities Include Dependent School's A)	Total Revenues = Revenues	Significant Fiscal Stress 65 - 100	
	Counties: A	A, D, DM, FX, G, All Enterprise Funds	Gross Expenditures = Expenditures and Other Uses	Moderate Fiscal Stress 55 - 64.9	
	Villages: A	A, FX, G, ES, EW		Susceptible Fiscal Stress 45 - 54.9	
	Towns: A, DA	A, B, DA, DB, FX, G, SS, SW, ES, EW		No Designation 0 - 44.9	

¹Indicator points are rounded to two decimal places. Total points are rounded to one decimal place.
²See the Accounting and Reporting Manual for more information about the use of funds in local governments.

School District Financial Indicators					
Category	Indicator	Scoring	Fiscal Year End	Data Required and Calculations	Possible Points
Year End Fund Balance	1 Unassigned Fund Balance	General Fund 25 Points for values ≤ 1% 16.67 Points for values > 1% But ≤ 2% 8.33 Points for values > 2% But ≤ 3% 0 Points for values > 3%	Current Year	Data Required Unassigned Fund Balance (codes 916 & 917) Gross Expenditures Calculation Unassigned Fund Balance + Gross Expenditures	25.00
	2 Total Fund Balance	General Fund 25 Points for values ≤ 0% 16.67 Points for values > 0% But ≤ 5% 8.33 Points for values > 5% But ≤ 10% 0 Points for values > 10%	Current Year	Data Required Total Fund Balance (code 8029) Gross Expenditures Calculation Total Fund Balance (code 8029) + Gross Expenditures	25.00
Operating Deficits	3 Operating Deficit	General Fund 20 Points for values = Deficits ≤ -1% in 3/3 of the Last Fiscal Years 13.33 Points for values = Deficits ≤ -1% in 2/3 of the Last Fiscal Years 6.67 Points for values = Deficit ≤ -1% in 1/3 Last Fiscal Years 0 Points for values = Deficit ≤ -1% in 0/3 Last Fiscal Years	2 Years Prior	Data Required Gross Revenues Gross Expenditures Calculation (Gross Revenues - Gross Expenditures) + Gross Expenditures	20.00
			Prior Year	Data Required Gross Revenues Gross Expenditures Calculation (Gross Revenues - Gross Expenditures) + Gross Expenditures	
			Current Year	Data Required Gross Revenues Gross Expenditures Calculation (Gross Revenues - Gross Expenditures) + Gross Expenditures	
Cash Position	4 Cash Ratio	General Fund 10 Points for values ≤ 50% 6.67 Points for values > 50% But ≤ 75% 3.33 Points for values > 75% But ≤ 100% 0 Points for values > 100%	Current Year	Data Required Cash and Investments (codes 200-223, 450, 451) Net Current Liability (codes 600-626 & 631-668) Calculation Cash and Investments + Net Current Liability	10.00
	5 Cash % of Monthly Expenditures	General Fund 10 Points for values ≤ 33.33% 6.67 Points for values > 33.33% But ≤ 66.67% 3.33 Points for values > 66.67% But ≤ 100% 0 Points for values > 100%	Current Year	Data Required Cash and Investments (codes 200, 201, 450, 451) Average Monthly Gross Expenditures (Gross Expenditures + 12) Calculation Cash and Investments + Average Monthly Gross Expenditures	10.00
Reliance on Short-Term Cash-Flow Debt	6 Short-Term Cash-Flow Debt Reliance	All Funds 10 Points = Change in Cash-Flow Debt Issued is ≥ 10% or Current Year Cash-Flow Debt Issued and No Prior Year Issuance 6.67 Points = Change in Cash-Flow Debt Issued is ≥ 6.67% But < 10% 3.33 Points = Change in Cash-Flow Debt Issued is ≥ 3.33% But < 6.67% 0 Points = Change in Cash-Flow Debt Issued is < 3.33% or No Current Year Issuance	Prior Year	Data Required Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes)	10.00
			Current Year	Data Required Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes)	
				Calculation (Current Year Short-Term Cash-Flow Debt Issued - Prior Year Short-Term Cash-Flow Debt Issued) + Prior Year Short-Term Cash-Flow Debt Issued	
Total:					100.0
Gross Revenues = General Fund's Revenues and Other Sources (Transfer Activity) Gross Expenditures = General Fund's Expenditures and Other Uses (Transfer Activity) - 9950.9 (Transfers to Capital Project's Fund) *Indicator points are rounded to two decimal places. Total points are rounded to one decimal place.				Point Range (Out of 100 total pts) Significant Fiscal Stress 65 - 100 Moderate Fiscal Stress 45 - 64.9 Susceptible Fiscal Stress 25 - 44.9 No Designation 0 - 24.9	

County, City, Town, or Village Environmental Indicators					
Category	Indicator	Scoring	Year	Data Required and Calculations	Possible Points
Population	1 Change in Population	10 Points for values < -5% 6.67 Points for values < -2.5% But ≥ -5% 3.33 Points for values < 0% But ≥ -2.5% 0 Points for values ≥ 0%	6 Years Prior	Data Required Population	10.00
			Prior Year	Data Required Population	
				Calculation (Prior Year Population Estimate - 6 Years Prior Population Estimate) + 6 Years Prior Population	
Poverty	2 Percent of Households with Public Assistance	20 Points for values > 30% 13.33 Point for values > 25% But ≤ 30% 6.67 Points for values > 20% But ≤ 25% 0 Points for values ≤ 20%	Prior Year	Data Required Households with Public Assistance Total Number of Households	20.00
				Calculation Households with Public Assistance + Total Number of Households	
Age	3 Percent of Population Under 18 & Over 65	10 Points for values > 50% 6.67 Points for values > 47.5% But ≤ 50% 3.33 Points for values > 45% But ≤ 47.5% 0 Points for values ≤ 45%	Prior Year	Data Required Percent of Population Under 18 Percent of Population 65 and Over	10.00
				Calculation Percent of Population Under 18 + Percent of Population 65 and Over	
Tax Base	4 Percent Change in Home Value	20 Points for values < 0% 13.33 Points for values < 50% of Consumer Price Index Calculation 6.67 Points for values < Consumer Price Index Calculation 0 Points for values ≥ Consumer Price Index Calculation	6 Years Prior	Data Required Median Value of Owner Occupied Housing Housing Consumer Price Index (NY-NJ-CT-PA Region)	20.00
			Prior Year	Data Required Median Value of Owner Occupied Housing Housing Consumer Price Index (NY-NJ-CT-PA Region)	
				Calculation (Property Value) (Prior Year Median Home Value - 6 Years Prior Median Home Value) + 6 Years Prior Median Home Value	
				Calculation (Consumer Price Index) (Prior Year Consumer Price Index - 6 Years Prior Consumer Price Index) + 6 Years Prior Consumer Price Index	
Income	5 Median Household Income	10 Points for values < 150% x Federal Poverty Line (FPL) 6.67 Points for values < 175% x FPL But ≥ 150% x FPL 3.33 Points for values < 200% x FPL But ≥ 175% x FPL 0 Points for values ≥ 200% x FPL	Prior Year	Data Required Median Household Income Federal Poverty Line (Family of 3)	10.00
Unemployment	6 Unemployment Rate	10 Points for values > 12% 6.67 Points for values > 10% But ≤ 12% 3.33 Points for values > 8% But ≤ 10% 0 Points for values ≤ 8%	Prior Year	Data Required Unemployment Rate	10.00
State and Federal Aid	7 Reliance on State and Federal Aid	20 Points for values > 30% 13.33 Points for values > 20% But ≤ 30% 6.67 Points for values > 15% But ≤ 20% 0 Points for values ≤ 15%	2 Years Prior	Data Required State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) Total Revenues (All Funds Except Capital Projects)	20.00
				Calculation State and Federal Revenues + Total Revenues	
			Prior Year	Data Required State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) Total Revenues (All Funds Except Capital Projects)	
				Calculation State and Federal Revenues + Total Revenues	
			Current Year	Data Required State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960) Total Revenues (All Funds Except Capital Projects)	
				Calculation State and Federal Revenues + Total Revenues	
				Calculation (Average) 3 Year Average (State and Federal Revenues + Total Revenues)	
Total!:					100.0
*Indicator points are rounded to two decimal places. Total points are rounded to one decimal place.					
					Point Range (Out of 100 total pts) Significant Environmental Stress 50 - 100 Moderate Environmental Stress 40 - 49.9 Susceptible Environmental Stress 30 - 39.9 No Designation 0 - 29.9

School District Environmental Indicators					
Category	Indicator	Scoring	Year	Data Required and Calculations	Possible Points
Poverty	1 Percentage of Economically Disadvantaged students	25 Points for values ≥ 75% 16.67 Points for values ≥ 65% But < 75% 8.33 Points for values ≥ 55% But < 65% 0 Points for values < 55%	Prior Year	Data Required Percentage of Economically Disadvantaged Students	25.00
Class Size	2 Common Branch Class Size	15 Points for values ≥ 26 10 Points for values ≥ 24 But < 26 5 Points for values ≥ 22 But < 24 0 Points for values < 22	Prior Year	Data Required Common Branch Class Size	15.00
Teacher Turnover	3 Turnover Rate of All Teachers	15 Points for values ≥ 18% 10 Points for values ≥ 14% But < 18% 5 Points for values ≥ 10% But < 14% 0 Points for values < 10%	Prior Year	Data Required Turnover Rate of All Teachers	15.00
Tax Base	4 Percent Change in Property Value	15 Points for values ≤ -4% 10 Points for values ≤ -2% But > -4% 5 Points for values ≤ -1% But > -2% 0 Points for values > -1%	5 Years Prior	Data Required Property Full Value	15.00
			4 Years Prior	Data Required Property Full Value Calculation (Property Full Value - Prior Year Property Full Value) ÷ Prior Year Property Full Value	
			3 Years Prior	Data Required Property Full Value Calculation (Property Full Value - Prior Year Property Full Value) ÷ Prior Year Property Full Value	
			2 Years Prior	Data Required Property Full Value Calculation (Property Full Value - Prior Year Property Full Value) ÷ Prior Year Property Full Value	
			Prior Year	Data Required Property Full Value Calculation (Property Full Value - Prior Year Property Full Value) ÷ Prior Year Property Full Value	
				Calculation (Average) 4 Year Average (Property Full Value - Prior Year Property Full Value) ÷ Prior Year Property Full Value)	
Budget Support	5 Budget Vote Approval Percent	15 Points for values ≤ 60% 10 Points for values ≤ 65% But > 60% 5 Points for values ≤ 70% But > 65% 0 Points for values > 70%	Current Year	Data Required Budget Vote Approval Percent	15.00
English Language Learners	6 Percent of English Language Learners	15 Points for values ≥ 9% 10 Points for values ≥ 5% But < 9% 5 Points for values ≥ 3% But < 5% 0 Points for values < 3%	Prior Year	Data Required Percent of English Language Learners	15.00
Total¹:					100.0
¹ Indicator points are rounded to two decimal places. Total points are rounded to one decimal place.				Point Range (Out of 100 total pts) Significant Environmental Stress 60 - 100 Moderate Environmental Stress 45 - 59.9 Susceptible Environmental Stress 30 - 44.9 No Designation 0 - 29.9	

Appendix E

System Indicators

Why They Are Important

The following discussion provides information on the Fiscal Stress Monitoring System indicators. System analyses are focused on the funds that typically account for the majority of financial activity in an entity, considering that there are inherent differences in the types of services for which an entity is responsible. For more details on this and the specific indicator calculations, see Appendices A-D.

Local Government Financial Indicators (Source: Annual Financial Reports)

Year-End Fund Balance (Indicators 1 & 2: Assigned and Unassigned Fund Balance, Total Fund Balance)

Since fund balance is the accumulated result of financial operations over time, it is an important measure of financial condition. The level of year-end fund balance affects the ability to deal with revenue shortfalls and expenditure overruns. A negative or low level of fund balance can adversely impact expected services.

Operating Deficits (Indicator 3)

Annual operating results are a measure of recent financial operations and the direction that finances are headed. Local governments that have multiple years of operating deficits can face financial hardship. This suggests that a budget is not structurally balanced – recurring revenues are insufficient to support recurring expenditures.

Cash Position (Indicators 4 & 5: Cash Ratio, Cash as Percent of Monthly Expenditures)

Another method of evaluating fiscal stress is to determine whether an entity has enough cash on hand to pay its bills. These indicators evaluate the ability to liquidate current liabilities as well as fund the ensuing fiscal year's operations. Low levels of cash and short-term investments may lead to difficulty in paying normal operating costs.

Use of Short-Term Cash-Flow Debt (Indicators 6 & 7: Short-Term Cash-Flow Debt Issuance, Short-Term Cash-Flow Debt Trend)

These indicators reflect borrowing for cash flow purposes, to pay for normal operating costs. They evaluate the amount of short-term cash-flow debt that was issued in the last fiscal year as well as the trend, considering the prior three-year period. The recurring issuance of short-term cash-flow debt indicates cash-flow issues that are worsening and may not be a fiscally prudent practice.

Fixed Costs (Indicators 8 & 9: Personal Services and Employee Benefits, Debt Services as a Percent of Revenue)

These indicators evaluate the amount of revenues used for personal services and employee benefits, and debt service. The level of fixed costs affects flexibility in responding to economic changes. High fixed costs reduce the ability of a local government to make necessary expenditure adjustments if resources decline.

Appendix E

Local Government Environmental Indicators

Population (Indicator 1: Change in Population)

Changes in population can provide insight into the health of the local economy. A declining population in a community may adversely affect property values, the associated tax base, and ultimately, a local government's revenues. Additionally, local officials are often unable to make corresponding cuts (in the short-term) to fixed costs such as debt service, personal services, employee benefits, etc. (Source: U.S. Census)

Poverty (Indicator 2: Percent of Households with Public Assistance)

The level of poverty within a local government provides important insight into the service needs within the community. A high number of households receiving public assistance could require the local government to provide a different mix/level of services. (Source: American Community Survey (ACS))

Age (Indicator 3: Percent of Population Under 18 and Over 65)

The age of the population provides important insight into the service needs within the community. A local government with a high percentage of non-working age residents may require additional services (e.g., public transportation and healthcare). (Source: ACS)

Tax Base (Indicator 4: Percent Change in Home Value)

Property value is a useful gauge of the health of a local economy. A decline in this area may adversely affect real property taxes, a major revenue source for local governments. (Source: ACS, United States Bureau of Labor Statistics)

Income (Indicator 5: Median Household Income)

Income levels indicate the ability of households to pay property taxes and support the local economy (e.g., generate sales tax receipts). Communities with lower incomes may require additional support services which can lead to additional expenditures. (Source: ACS and United States Department of Health and Human Services)

Unemployment (Indicator 6: Unemployment Rate)

The level of unemployment provides information on the economic strength of an area and may affect a local government's revenues. A high unemployment rate indicates that a local government's residents may have less income. Therefore, residents' ability to support the local economy is diminished, which may also reduce the level of local revenues that are sensitive to changes in economic activity (e.g., sales tax receipts). (Source: ACS)

State and Federal Aid (Indicator 7: Reliance on State and Federal Aid)

State and federal aid can be an important part of the local government revenue mix. Because funding levels are largely outside the direct control of local officials, those local governments with a high dependence on State and federal aid are more vulnerable to reductions in these revenues. (Source: Annual Financial Report)

Appendix E

School District Financial Indicators (Source: ST-3)

Year-End Fund Balance (Indicators 1 & 2: Unassigned Fund Balance, Total Fund Balance)

Since fund balance is the accumulated result of financial operations over time, it is an important measure of financial condition. The level of year-end fund balance affects the ability to deal with revenue shortfalls and expenditure overruns. A negative or low level of fund balance can adversely impact expected services.

Operating Deficits (Indicator 3)

Annual operating results are a measure of recent financial operations and the direction that finances are headed. School districts that have multiple years of operating deficits can face financial hardship. This suggests that a budget is not structurally balanced – recurring revenues are insufficient to support recurring expenditures.

Cash Position (Indicators 4 & 5: Cash Ratio, Cash as a Percent of Monthly Expenditures)

Another method of evaluating fiscal stress is to determine whether an entity has enough cash on hand to pay its bills. These indicators evaluate the ability to liquidate current liabilities and as well as fund the ensuing fiscal year's operations. A low level of cash and short-term investments may lead to difficulty paying normal operating costs.

Reliance on Short-Term Cash-Flow Debt (Indicator 6)

This indicator reflects borrowing for cash-flow purposes, to pay for normal operating costs. An increasing reliance on this type of borrowing suggests cash-flow problems that are worsening and may not be a fiscally prudent practice.

School District Environmental Indicators

Poverty (Indicator 1: Percentage of Economically Disadvantaged Students)

The level of poverty within a school district provides important insight into the service needs within a district. Districts with a high number of economically disadvantaged students may need to provide a different mix/level of support services. (Source: New York State Education Department's School Report Card (SRC))

Class Size (Indicator 2: Common Branch Class Size)

A district's class size is a measure of demand for services and provides insight into future costs for a school district. A large class size can require districts to hire more teachers, build new buildings, etc. (Source: SRC)

Teacher Turnover (Indicator 3: Turnover Rate of All Teachers)

Teacher turnover is a measure of workforce stability in a school district and provides insight into future costs of a district, in the near term. A high teacher turnover rate can lead to increases in personnel expenditures. (Source: SRC)

Tax Base (Indicator 4: Percent Change in Property Value)

Property value is a useful gauge of local economy health. A decline in this area may adversely affect real property taxes, a major revenue source for school districts. (Source: New York State Office of Real Property and Property Tax Services (ORPTS))

Budget Support (Indicator 5: Budget Vote Approval Percent)

The level of community support for a school district's budget directly affects the school district's ability to pay normal operating costs. Additionally, because of the tax cap, the level of community support for a school district's budget directly affect the district's ability to raise real property taxes. (Source: New York State Education Department)

English-Language Learners (Indicator 6: Percent of English Language Learners)

The number of students with English as a secondary language provides insight into the school district's resource requirements. A high number of English-language learners can lead to increases in personnel expenditures. (Source: SRC)

Appendix F

Points and Scoring Methodology

The System weighs individual indicators according to their relative importance. An entity's performance on each of these indicators is evaluated on a 100-point scale, with the sum of the points yielding the overall fiscal stress and environmental stress score.

The tables below relate to local governments. They summarize: (1) maximum points assigned to each category and (2) how total points correspond to the System designations:

Local Governments

Local Government Financial Categories	Number of Indicators	Maximum Points (100)
Year-End Fund Balance	2	50 (25 per indicator)
Operating Deficits	1	10
Cash Position	2	20 (10 per indicator)
Use of Short-Term Cash-Flow Debt	2	10 (5 per indicator)
Fixed Costs	2	10 (5 per indicator)

Local Government Environmental Categories (1 indicator each)	Maximum Points (100)
Population	10
Poverty	20
Age	10
Tax Base	20
Income	10
Unemployment	10
State and Federal Aid	20

Local Government Fiscal Stress Designations	Total Accumulated Points
Significant Fiscal Stress	65-100
Moderate Fiscal Stress	55-64.9
Susceptible to Fiscal Stress	45-54.9
No Designation	0-44.9

Local Government Environmental Stress Designations	Total Accumulated Points
Significant Environmental Stress	50-100
Moderate Environmental Stress	40-49.9
Susceptible to Environmental Stress	30-39.9
No Designation	0-29.9

Notes: Scores for the Big 4 cities of Buffalo, Rochester, Syracuse and Yonkers incorporate the finances of the dependent school districts. Total points are rounded to the first decimal place.

Appendix F

The tables below relate to school districts. They summarize: (1) maximum points assigned to each category and (2) how total points correspond to the System designations:

School Districts

School District Financial Categories	Number of Indicators	Maximum Points (100)
Year-End Fund Balance	2	50 (25 per indicator)
Operating Deficits	1	20
Cash Position	2	20 (10 per indicator)
Reliance on Short-Term Cash-Flow Debt	1	10

School District Environmental Categories (1 indicator each)	Maximum Points (100)
Poverty	25
Class Size	15
Teacher Turnover	15
Tax Base	15
Budget Support	15
English-Language Learners	15

School District Fiscal Stress Designations	Total Accumulated Points
Significant Fiscal Stress	65-100
Moderate Fiscal Stress	45-64.9
Susceptible to Fiscal Stress	25-44.9
No Designation	0-24.9

School District Environmental Stress Designations	Total Accumulated Points
Significant Environmental Stress	60-100
Moderate Environmental Stress	45-59.9
Susceptible to Environmental Stress	30-44.9
No Designation	0-29.9

Total points are rounded to the first decimal place.

Division of Local Government and School Accountability

Central Office

Directory

Andrew A. SanFilippo, Executive Deputy Comptroller

(Area code for the following is 518 unless otherwise specified)

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Gabriel F. Deyo, Deputy Comptroller
Tracey Hitchen Boyd, Assistant Comptroller

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