

CITY OF WATERTOWN, NEW YORK
REVISED AGENDA
Monday, December 17, 2018

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, December 17, 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

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Reappointment to Board of Ethics, Jean A. Bilow
- Resolution No. 2 - Reappointment to Board of Ethics, Yvonne F. Reff
- Resolution No. 3 - Reappointment to Board of Ethics, Rande S. Richardson
- Resolution No. 4 - Reappointment to Board of Ethics, Arthur C. Stever III
- Resolution No. 5 - Reappointment of City Constable, Patricia J. Hennegan
- Resolution No. 6 - Reappointment of Deputy City Constable,
Michael J. Hennegan
- Resolution No. 7 - Accepting Donation From Mary Henry,
Flynn Pool Improvements
- Resolution No. 8 - Approving Donation Agreement for the North County
Honors the Mountain Monument
- Resolution No. 9 - Approving Administrative Services Agreement By and
Between UMR and the City of Watertown Self-Funded
Health Insurance Program
- Resolution No. 10 - Authorization to Standardize Bus Fare Boxes

- Resolution No. 11 - Accepting Change Order and Closeout for Factory Street Reconstruction Project, CCI Companies, Inc.
- Resolution No. 12 - Authorizing Agreement for Installation, Maintenance, Repair and Energizing of Lighting system for State Highway Identified as Bridge Replacement, NYS Route 3 Over CSX Railroad BIN 1000500, PIN 7115.16, Construction Contract D263736
- Resolution No. 13 - Accepting Bid for Three New Washer/Dryers, Fire Department
- Resolution No. 14 - Accepting Bid for Creekwood Apartments Trash & Recycling
- Resolution No. 15 - Accepting Bid for North Side Flynn Pool Filtration Replacement
- Resolution No. 16 - Approving the Special Use Permit Request Submitted by Michael Ablan of Genuine Homes, LLC to Allow a Nine-Unit Multifamily Dwelling at 518 Pine Street, Parcel Number 10-10-120.000
- Resolution No. 17 - Approving the Memorandum of Understanding Between the City of Watertown and CNY Fair Housing to Administer a Fair Housing Education and Enforcement Program
- Resolution No. 18 - Approving CDBG Grant Agreement With CARES of NY, INC for the 2018 Point in Time Outreach and Education Initiative
- Resolution No. 19 - Sidewalk Improvement Special Assessment Program, District No. 13
- Resolution No. 20 - Readopting Fiscal Years 2018-19 through 2022-23 Capital Budget
- Resolution No. 21 - Approving Intergovernmental Agreement Relative to Dog Control Services With County of Jefferson
- Resolution No. 22 - To Settle Action to Review Real Property Assessment Challenge at 391 College Heights, Watertown, NY 13601 Parcel Nos: 8-40-110.000 & 8-40-111.000
- Resolution No. 23 - To Settle Action to Review Real Property Assessment Challenge at 924 Arsenal St, Watertown, NY 13601 Parcel No: 8-05-104.001

Resolution No. 24 - To Settle Action to Review Real Property Assessment Challenge at 1805 State St, Watertown, NY 13601
Parcel No: 5-16-101.000

ORDINANCES

Ordinance No. 1 - Changing the Approved Zoning Classification of 114 Dorsey Street, Parcel Number 9-12-116.000 from Residence B to Commercial

Ordinance No. 2 - Amending City Municipal Code Section 45-2 Office Hours

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Tax sale certificate assignment request – 1137 Bronson Street

NEW BUSINESS

EXECUTIVE SESSION

1. To discuss proposed, pending or current litigation.
2. To discuss the employment history of a particular individual.

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, JANUARY 7, 2019.

Res Nos. 1, 2, 3, and 4

December 12, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager



Subject: Reappointments to the Board of Ethics

At the request of the City Council, the following members of the Board of Ethics were contacted and have agreed to serve another one-year term, such term expiring on December 31, 2019:

Jean A. Bilow
Fairway West – Unit C2
522 Weldon Drive
Watertown, NY 13601

Yvonne F. Reff
621 Frontenac Street
Watertown, NY 13601

Rande S. Richardson
269 Flower Avenue West
Watertown, NY 13601

Arthur C. Stever III
304 Paddock Street
Watertown, NY 13601

Mr. St. Croix is not available to serve another term. Resolutions are attached for City Council consideration.

RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,
Jean A. Bilow

Introduced by

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 RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2019:

Jean A. Bilow
Fairway West – Unit C2
522 Weldon Drive
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,
Yvonne F. Reff

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

BE IT RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2019:

Yvonne F. Reff
621 Frontenac Street
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,
Rande S. Richardson

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

BE IT RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2019:

Rande S. Richardson
269 Flower Avenue West
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,
Arthur C. Stever III

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Mark C.

Total

YEA	NAY

Introduced by

BE IT RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2019:

Arthur C. Stever III
304 Paddock Street
Watertown, New York 13601

Seconded by

Res Nos. 5, 6

December 12, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Reappointment of City Constable and Deputy City Constable

At the request of the City Council, the City Constable, Patricia J. Hennegan, and Deputy City Constable, Michael J. Hennegan, have been contacted and both have agreed to serve another one-year term, such term expiring on December 31, 2019.

Resolutions are attached for City Council consideration.

RESOLUTION

Page 1 of 1

Reappointment of City Constable,
Patricia J. Hennegan

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

BE IT RESOLVED that the following individual is hereby reappointed as City Constable for the City of Watertown for a one-year term expiring on December 31, 2019:

Patricia J. Hennegan
16820 Dry Hill Road
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment of Deputy City Constable,
Michael J. Hennegan

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

BE IT RESOLVED that the following individual is hereby reappointed as Deputy City Constable for the City of Watertown for a one-year term expiring on December 31, 2019:

Michael J. Hennegan
16820 Dry Hill Road
Watertown, New York 13601

Seconded by

Res No. 7

December 12, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager

A handwritten signature in black ink, appearing to read 'R. Finn', is written over the 'From:' line of the memo.

Subject: Accepting Donation From Mary Henry

City Council received a letter from Mary Henry regarding the Flynn Pool. Ms. Henry and her family have offered to donate money to fix the Flynn Pool sign, which was already in the budget. In addition, she would like to donate several new park benches along with some appropriate bushes or shrubbery for the pool. An estimate of the funds would be \$500 for the sign and the other times to be determined at the time of purchase.

Attached for City Council consideration is a resolution accepting these funds.

RESOLUTION

Page 1 of 1

Accepting Donation From Mary Henry,
Flynn Pool Improvements

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Mark C.

Total

YEA	NAY

Introduced by

WHEREAS Mary Henry, a descendent of William Flynn Sr., would like to donate, along with her family members, towards the new sign at the Flynn Pool, along with shrubbery and park benches, and

WHEREAS the City of Watertown accepts this donation with the intent of using these funds for the specific purpose of restoring the Flynn Pool sign and the improvements as specified by Ms. Henry,

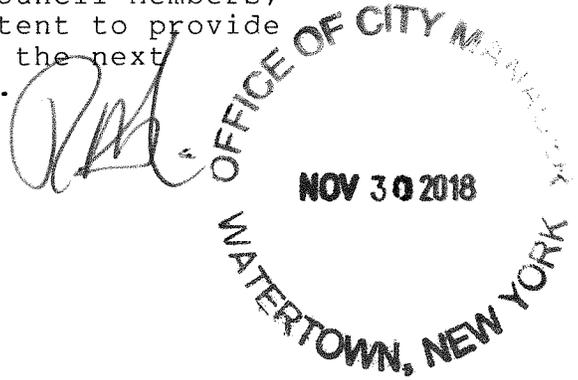
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the financial donation from Ms. Mary Henry and family in the amount of \$500 for the sign and other improvements, such as park benches and shrubbery to be determined, and

BE IT FURTHER RESOLVED that the Parks and Recreation Department has specifically earmarked the funds to be used for these items as mentioned above.

Seconded by

Mr. Mayor and Council Members,
It is our intent to provide
a resolution at the next
Council Meeting.

Mary Henry
521 Davidson Street
Watertown, NY
(315) 788-2045



30 November 2018

To the Honorable Mayor and City Council
City of Watertown
245 Washington Street
Watertown, NY

Dear Mayor Butler,

My grandfather was William Flynn Sr. a former councilman and the namesake of the Flynn Pool. It has been my desire for some time now to see the sign at the Flynn Pool restored as it has fallen into some disrepair. The City Manager, Mr. Finn, kindly took a meeting with me to discuss this issue. Superintendent Gardner was also there to answer my concerns. At that time I stated my intention to make a donation to the City on behalf of my family. Mr. Finn explained that money was already in the budget to fix the sign. I then offered to reimburse the city for the expense to restore it. The City Manager and the Superintendent estimated it would only amount to about \$500. I also suggested that my family could, and would like to donate several new park benches along with some appropriate bushes or shrubbery for the pool, in addition to reimbursing the City for its cost to restore the sign.

Please accept this offer of a donation on behalf of the descendents of William and Mary Flynn. A Merry Christmas and a Happy New Year to you all.

Sincerely,

A handwritten signature in cursive that reads "Mary Henry".

Mary Henry

Res No. 8

November 26, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Approving Donation Agreement for the North County Honors the Mountain Monument

City staff and the National Association of the 10th Mountain Division have agreed to the terms of the attached Donation Agreement. This Agreement outlines the parties' obligations in connection with the City's acceptance of the Association's donation to the City of the North Country Honors the Mountain Monument in Thompson Park.

All City departments have had an opportunity to review this Agreement, which was drafted by the City Attorney.

A resolution is attached for Council consideration.

RESOLUTION

Page 1 of 1

Approving Donation Agreement for the North County Honors the Mountain Monument

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 Fort Drum chapter of the National Association of the 10th Mountain Division, Inc. (“Association”) has accepted and owns a granite monument honoring the sacrifice and service of the 10th Mountain Division soldiers, their family members, and the Fort Drum civilian workforce, and

WHEREAS on July 1, 2016, the Association and others unveiled the monument at Tower Square located in the City of Watertown’s Thompson Park under the license and approval of the City Council of the City of Watertown, and

WHEREAS the Association and the City of Watertown desire to formalize the City’s acceptance of the monument and to establish the conditions for the City’s receipt of the gift such that the monument may be maintained and enjoyed for the benefit of future generations,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Donation Agreement of the North Country Honors the Mountain Monument, a copy of which is attached and made part of this resolution, 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.

Seconded by

DONATION AGREEMENT
NORTH COUNTRY HONORS THE MOUNTAIN MONUMENT
NATIONAL ASSOCIATION TO CITY

WHEREAS, the Fort Drum Chapter of the National Association of the 10th Mountain Division, Inc. (“Donor”) has accepted and owns a granite monument honoring the sacrifice and service of the 10th Mountain Division soldiers, their family members, and the Fort Drum civilian workforce; and

WHEREAS, on July 1, 2016, Donor and others unveiled the monument at Tower Square located in the City of Watertown’s Thompson Park under the license and approval of City Council of the City of Watertown (the “City”); and

WHEREAS, Donor and the City desire to formalize the City’s acceptance of the monument and to establish the conditions of the City’s receipt of the gift such that the monument may be maintained and enjoyed for the benefit of future generations, the parties agree as follows:

AGREEMENT

1. **Acceptance.**

Donor hereby tenders, and the City hereby accepts, ownership of the North Country Honors the Mountain Monument.

2. **Location.**

The monument is currently located in Tower Square of the City’s Thompson Park. While the parties agree that the location of the monument is suitable and that there is no current intention to move the monument to another location, if movement of the monument is made necessary due to the future needs of the City, the City shall take all reasonable steps necessary to identify a suitable and fitting public location for its placement and will take all steps reasonably necessary to ensure movement of the monument to that new location.

3. **Maintenance and Repair.**

a. The monument will require periodic cleaning and waxing of its bronze reliefs and cleaning of the granite. The monument site will also require general maintenance and repair.

b. The Honor the Mountain Maintenance and Enhancement Committee (“The Committee”) shall continue to be responsible for the basic maintenance and repair of the monument and the area containing the installed engraved pavers during the period of time when the engraved pavers shall be offered for sale by the Committee to support the monument’s maintenance.

The City shall, as part of its maintenance of the Park, in general, maintain the area outside of the pavers, to include maintenance of the grass, trees and lights.

d. During the term when engraved paver sales shall be ongoing, Donor and the Committee shall enjoy a license, during Thompson Park’s posted hours of operation, to clean and maintain the monument and the paver area. Once the sales of engraved pavers ceases, maintenance and repair of the monument shall devolve to the City.

e. The City will provide a continuing license to The Committee to enhance the monument site, including installation of non-permanent patriotic displays, additional flowers and planting, access for promotion and publicity and for installing the fourth bronze relief on the monument itself.

4. **Donated Funds.**

a. At the time of the signing of this Agreement, the Northern New York Community Foundation is in possession of funds which have been donated for maintenance and repair of the monument. These funds are in a permanent endowment known as the Honor the Mountain Fund (the “Fund”). Subject to the Agreement with the Community Foundation, the

Fund is designed to pay 4% of the most recent 16 Quarter rolling average of funds for maintenance of the monument and its immediate environs, which amount may be requested annually of the Community Foundation by the City for reimbursement of its maintenance and repair costs. Upon depletion of the Fund, the financial responsibility for the repair and maintenance of the monument shall devolve to the City in the manner in which the City cares for all other monuments in its care.

b. The Committee will continue to deposit fund-raising proceeds into the fund and seek reimbursement for expenses, as appropriate, from the Community Foundation while engraved paver sales shall be ongoing.

c. The City may begin its annual requests for reimbursement at the earlier of:

i. paver sales ceasing; or

ii. sixty (60) months from the date of this Agreement.

5. **Merger.**

This Donation Agreement constitutes the entire agreement between the parties in connection with the City's respectful receipt of, and obligation to maintain and repair, the North Country Honors the Mountain Monument.

WHEREFORE, the parties have signed this Agreement this _____ day of October, 2018.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Joseph Butler, Jr., Mayor

FORT DRUM CHAPTER OF THE NATIONAL
ASSOCIATION OF THE 10TH MOUNTAIN DIVISION,
INC.

By: _____
Michael Plummer

Res No. 9

December 12, 2018

To: Richard M. Finn, City Manger
Fr: Christine Parks, Benefits Administrator
Subject: Approving Third Party Health Insurance Administrator – UMR

In February, myself and the health insurance committee met with our broker, Anchor Group, to began the initial process of issuing a full RFP for the administration of the City's health insurance plan. Details were gathered on what we were looking for in an administrator. Anchor Group created the RFP and in early May distributed the document to nine (9) vendors. Five (5) carriers responded. To compare the pricing structure, the RFP was sent to five (5) fully insured companies. The two (2) carries that responded returned a price quote approximately 30% and 80% more than our current Health / Rx budget.

Standard questions were asked of the carriers and a very comprehensive medical claims adjudication was performed. During the adjudication process, a sampling of approximately 40,000 medical claims paid by POMCO in 2017 were sent to the different carriers to see how much they would have paid on the claim. This process allowed us to make a direct comparison of all the carriers to see which carrier has the lowest reimbursement rates based upon our claims experience.

In September, Anchor Group presented to the Health Insurance Committee the final results. Analysis of the data returned showed our current carrier, UMR, to be the best value with the least disruptions. UMR's current discounts were six (6) percent higher than the next competitor which equates to roughly \$660,000. The Committee unanimously agreed to stay with UMR. With guidance from the Anchor Group, negotiations began to finalize the terms of the three-year agreement. Final details include administration fees would increase slightly but continue to include the network access fee, helping to keep our cost down and approximately 24% lower than the closest quote. The fee structure for large case management was updated to potentially add savings of \$15,000/year. All other fees remained at the same price point as our current contract with UMR.

It is my recommendation, along with the Health Committee, to remain with UMR under the terms listed in the attached proposal. A resolution approving the new contract agreement between UMR and the City has been prepared for the City Council's consideration.

ACTION: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Approving Administrative Services Agreement By and Between UMR and the City of Watertown Self-Funded Health Insurance 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 Health Insurance Committee unanimously recommends UMR as the City’s Third Party Administrator, and

WHEREAS the City and UMR have negotiated an extension to the Administrative Services Agreement, which was entered into effect on January 1, 2015, that describe the duties and responsibilities of the parties, and

WHEREAS the term of this Agreement is for three (3) years beginning January 1, 2019 and ending December 31, 2021, with an administrative fee of \$28.15 per enrollee per month beginning January 1, 2019,

WHEREAS the Administrative service fees for the second year will be \$30.82 and \$31.77 for the third year,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Third Party Administrator between the City and UMR, a copy of which is attached and made a part of this resolution, and

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

Seconded by

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between UMR, Inc. ("UMR" in this Agreement) and City of Watertown ("Customer" in this Agreement) is effective January 1, 2019 ("Effective Date"). This Agreement covers the services UMR is providing to Customer, either directly or in conjunction with one of UMR's affiliates, for use with Customer's Self-Funded employee benefit plan.

UMR, Inc. identifies this arrangement as Contract No.: 76-413358.

By signing below, each party agrees to the terms of this Agreement.

City of Watertown

245 Washington Street, Room 301
Watertown, NY 13601

UMR, Inc.

400 E. Business Way, Suite 100
Cincinnati, OH 45241

By: _____

By: _____

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

ASA 2Q 2016

Table of Contents

Section 1 – Definitions	2
Section 2 – Customer Responsibilities	3
Section 3 – Fees	4
Section 4 – Records, Information, Audits	5
Section 5 – Taxes And Assessments	6
Section 6 – Indemnification.....	6
Section 7 – Plan Benefits Litigation	7
Section 8 – Mediation.....	7
Section 9 – Termination	8
Section 10 – Miscellaneous	8
EXHIBIT A – STATEMENT OF WORK	10
EXHIBIT B – SERVICE FEES	18
EXHIBIT C – BUSINESS ASSOCIATE AGREEMENT	22

Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

Bank Account: Bank Account maintained for the payment of Plan benefits, expenses, fees and other Customer financial obligations.

Employee: A current or former employee of Customer or its affiliated employer.

IRC: The United States Internal Revenue Code of 1986, as amended from time to time.

IRS: The United States Internal Revenue Service.

Medical Benefit Drug Rebate: Any discount, price concession, or other direct or indirect remuneration UMR receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a prescription drug under the Plan's medical benefit during the Term. Medical Benefit Drug Rebate does not include any discount, price concession, administration fees, or other direct or indirect remuneration UMR receives from a drug manufacturer for direct purchase of a prescription drug.

Medicare Part D Retiree Drug Subsidy Program (“RDS”): The program as set forth in Section 1860D-22 of Title XVIII of the Social Security Act, as amended by the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (“MMA”), Subpart R of the MMA Final Regulation, or any successor regulation promulgated by the Centers for Medicare and Medicaid Services (“CMS”), and any guidance issued by CMS, and any mandated updates of required information.

Network: The group of Network Providers UMR makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

Network Provider: The physician, or medical professional or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

Overpayments: Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

Participant: Employee or dependent who is covered by the Plan.

PHI: Any information UMR receives or provides on behalf of the Plan which is considered Protected Health Information as the term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

Plan: The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the Self-Funded health benefits UMR is administering, as described in the Summary Plan Description.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator who is generally responsible for the Plan's operation.

Proprietary Business Information: Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party's business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral, electronic or other tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the party's relationship. UMR's Proprietary Business Information includes UMR Financial PBI, as defined in this Section below.

Self-Fund or Self-Funded: Means that Customer, on behalf of the Plan, has the sole responsibility to pay, and provide funds, to pay for all Plan benefits.

Summary Plan Description or SPD: The document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

Systems: Means the systems UMR owns or makes available to Customer to facilitate the transfer of information in connection with this Agreement.

Tax or Taxes: A charge imposed, assessed or levied by any federal, state, local or other governmental entity.

Term or Term of the Agreement: The period of twelve (12) months commencing on the Effective Date (the “Initial Term”) and automatically continuing for additional 12-month periods (each, a “Renewal Term”) until the Agreement is terminated.

UMR Financial PBI: UMR’s Proprietary Business Information that includes, but is not limited to, discounts and other financial provisions related to UMR’s contracted healthcare providers and claims data from which those financial provisions may be derived and financial provisions related to prescription drug products covered under the medical benefit.

Section 2 – Customer Responsibilities

Section 2.1 Responsibility for the Plan. UMR is not the Plan Administrator of the Plan. Any references in this Agreement to UMR “administering the Plan” are descriptive only and do not confer upon UMR anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires UMR to have the fiduciary responsibility for a Plan administrative function, Customer accepts total responsibility for the Plan for purposes of this Agreement, including its benefit design, the legal sufficiency and distribution of SPDs, and compliance with any laws that apply to Customer or the Plan, whether or not Customer or someone Customer designates is the Plan Administrator. The Customer represents and warrants that the Plan has the authority to pay fees due under this Agreement from Plan assets.

Section 2.2 Plan Consistent with the Agreement. Customer represents that Plan documents, including the Summary Plan Description as described in Exhibit A – Statement of Work, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer will provide UMR with such communications which refer to UMR or UMR’s services. Customer will amend them if UMR reasonably determines that references to UMR are not accurate, or any Plan provision is not consistent with this Agreement or the services that UMR is providing.

Section 2.3 Plan Changes. Customer must provide UMR with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow UMR to determine if such change will alter the services UMR provides under this Agreement. Customer’s requested changes must be mutually agreed to in writing prior to implementation of such change. UMR will notify Customer if (i) the change increases UMR’s cost of providing services under this Agreement or (ii) UMR is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee, or if UMR notifies Customer that UMR is unable to reasonably implement or administer the change, UMR shall have no obligation to implement or administer the change, and Customer may terminate this Agreement upon (60) sixty days written notice.

Section 2.4 Affiliated Employers. Customer represents that together Customer and any of its affiliates covered under the Plan make up a single “controlled group” as defined by the IRC. Customer agrees to provide UMR with a list of Customer’s affiliates covered under the Plan upon request.

Section 2.5 Information Customer Provides to UMR. Customer will tell UMR which of Customer’s Employees, their dependents, any other persons, or any combination of these, are Participants. This information must be accurate and provided to UMR in a timely manner. UMR will accept eligibility data from Customer in the format described in Exhibit A – Statement of Work. Customer will notify UMR of any change to this information as soon as reasonably possible.

UMR will be entitled to rely on the most current information in UMR’s possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. UMR will not be required to process or reprocess claims, but if UMR agrees to do so, additional fees may apply.

Customer agrees to provide UMR, in a timely manner with all information that UMR reasonably requires to provide services under this Agreement. UMR shall be entitled to rely upon any written or oral communication from Customer, its designated employees, agents, or authorized representatives.

Section 2.6 Notices to Participants. Customer will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before coverage begins. In the event this Agreement is discontinued, Customer will notify all Participants that the services UMR is providing under this Agreement are discontinued.

Section 2.7 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 3 – Fees

Section 3.1 Fees. Customer will pay fees to UMR as compensation for the services provided by UMR. In addition to the fees specified in Exhibit B - Fees, Customer must also pay UMR any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

Section 3.2 Changes in Fees. (a) UMR can change the fees on each Renewal Term. UMR will provide Customer with thirty (30) days prior written notice of the revised fees for subsequent Renewal Terms. Any such fee change will become effective on the later of the first day of the new Renewal Term or thirty (30) days after UMR provides Customer with written notice of the new fees. UMR will provide Customer with a new Exhibit B - Fees that will replace the existing Exhibit B - Fees for the new Renewal Term.

(b) UMR may also change the fees, if any one or more of the following occur:

- (1) any time there are changes made to this Agreement or the Plan, which affect the fees;
- (2) when there are changes in laws or regulations which affect or are related to the services UMR is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 5 Taxes And Assessments;
- (3) if the number of Employees covered by the Plan or any Plan option changes by fifteen percent (15%) or more; or
- (4) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 15% or more from the assumed average contract size. Any new fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

(c) If Customer does not agree to any change in fees, Customer may terminate this Agreement upon thirty (30) days written notice after Customer receives written notice of the new fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect.

Section 3.3 Due Dates, Payments, and Penalties. Customer agrees to pay fees to UMR based on the monthly invoice UMR provides. UMR reserves the right to provide Customer with an estimated invoice for the first month of services. The due date for payment of the invoiced amounts is on the last day of the month for such billing period (“Due Date”). Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice). Adjustments to monthly billing statements for retroactive enrollment or eligibility changes will be performed based on information provided by Customer. Requests for fee adjustment must be made in a timely manner but no more than three (3) months following the date of the change.

Late Payment. If amounts owed are not paid as required when due, Customer will be provided with a notice of default and fifteen (15) days to cure. If Customer does not cure, UMR may terminate this Agreement as provided for in this Agreement. If any portion of the fee is disputed, Customer shall pay UMR the undisputed portion as provided in this Section 3, and shall provide written details to UMR prior to the date payment is due, explaining Customer’s good faith basis for disputing such fee. Customer may withhold the disputed portion during pendency of such dispute, during which time both parties agree to use commercially reasonable efforts to resolve the dispute.

Section 4 – Records, Information, Audits

Section 4.1 Records. UMR shall keep records relating to the services it provides under this Agreement for as long as UMR is required to do so by law.

Section 4.2 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Proprietary Business Information to any person or entity other than to the receiving party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement, except that UMR's Financial PBI cannot be disclosed by Customer to any third party without UMR's express written consent and, if required by UMR, a mutually agreed upon confidentiality agreement. This provision shall survive the termination of this Agreement.

Section 4.3 Access to Information. Other than as provided for in Section 4.4, if Customer needs access to UMR's Proprietary Business Information, UMR may allow Customer to use UMR's Proprietary Business Information, if it is legally permissible, the information relates to UMR's services under this Agreement, and Customer gives UMR reasonable advance notice and an explanation of the need for such information. Such use is subject to the terms of this Agreement and, if required by UMR, a mutually agreed upon confidentiality agreement.

If Customer is subject to a Freedom of Information Act (FOIA) request and the request includes UMR's Proprietary Business Information, Customer will contact UMR prior to releasing any information and give UMR the opportunity to review, respond, and/or object to the FOIA request.

UMR will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Customer demonstrates that the information is required by law or for Plan administration purposes.

UMR also will provide reasonable access to information to an entity providing Plan administrative services to Customer, such as a consultant or vendor, if Customer requests it. Before UMR provides Proprietary Business Information to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

Customer is responsible for entering into any and all legally required agreements with consultant or vendor to ensure protection of the PHI, including but not limited to, a Business Associate Agreement, as defined under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended from time to time.

Section 4.4 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, a mutually agreeable entity may conduct an annual medical claims audit of UMR's performance under the Agreement once each calendar year. Prior to the commencement of this audit, UMR must receive a signed, mutually agreeable confidentiality agreement. As part of the annual medical claims audit, UMR will also support either a small targeted audit of appeals, member calls, or clinical transactions (not to exceed 25 transactions).

Customer must advise UMR in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by UMR. All audits will be limited to information relating to the previous eighteen (18) months.

With respect to UMR's claims processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample (not to exceed 400 claims transactions) as approved by UMR ("Scope"). UMR will not support any external audits a) where the audit firm is paid on a contingency basis, and b) that do not use a statistically valid random selection methodology (other than as provided for in this section); this includes electronic/data mining audits that are used for purposes of recovery discovery.

Customer will pay any expenses that it incurs in connection with the audit. In addition, Customer will be charged a reasonable per claim charge and a per day charge for any on-site audit visit that is not completed within five (5) business days or for sample sizes exceeding the Scope specified above. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses UMR incurs due to a Customer request related to the audit, such fees to be reviewed and approved by the Customer

in advance. For any audit initiated after this Agreement is terminated or for any audit in addition to those provided for in this Section (if approved by UMR), Customer will pay all expenses incurred by UMR.

Customer will provide UMR with a copy of any audit reports within thirty (30) days after Customer receives the audit report(s) from the auditor.

Section 4.5 Service Auditor Reports. UMR may make its Type II service auditor report (“Report”) available to UMR’s self-funded customers each year for Customer’s review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #16 (SSAE18). Should new guidelines covering service auditor reports be issued, UMR may make the equivalent of, or any successor to, the SSAE18 Type II Report available to UMR’s self-funded customers. The Report is UMR’s Proprietary Business Information and shall not be shared with any third parties without UMR’s prior written approval, except that Customer can share the Report with: (i) Customer’s independent public accounting firm; and/or (ii) Customer’s consultants on the condition that such consultants are not in any way a competitor of UMR’s and that Customer informs its consultants that the Report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted in this Section, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Section 4.6 PHI. The parties’ obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement.

Section 5 – Taxes And Assessments

Section 5.1 Payment of Taxes and Expenses. In the event that any Taxes are assessed against UMR as a claim administrator in connection with UMR’s services under this Agreement, including all topics identified in Section 5.3 Customer will reimburse UMR through the Bank Account for Customer’s proportionate share of such Taxes (but not Taxes on UMR’s net income). UMR has the authority and discretion to reasonably determine whether any such Tax should be paid or disputed. Customer will also reimburse UMR for a proportionate share of any cost or expense reasonably incurred by UMR in disputing such Tax, including costs and reasonable attorneys’ fees and any interest, fines, or penalties relating to such Tax, unless caused by UMR’s unreasonable delay or unreasonable determination to dispute such Tax.

Section 5.2 Tax Reporting. In the event that the reimbursement of any benefits to Participants in connection with this Agreement is subject to Plan or employer based tax reporting requirements, Customer agrees to comply with these requirements.

Section 5.3 State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or UMR, including, but not limited to, those imposed pursuant to The Patient Protection and Affordable Care Act of 2010 (“PPACA”), as amended from time to time. This includes the funding, remittance, and determination of the amount due for PPACA required taxes and fees.

Section 6 – Indemnification

Section 6.1 Customer Indemnifies UMR. (a) Customer will indemnify UMR and hold UMR harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, UMR incurs, including reasonable attorneys’ fees and costs, which arise out of:

- (1) Customer or its vendors’, subcontractors’ or authorized agents’ gross negligence or willful misconduct in the performance of (A) Customer’s or its vendors’, subcontractors, or authorized agents’ obligations under this Agreement, or (B) Customer’s or its vendors’, subcontractors’, or authorized agents’ performance under any other agreements entered into by UMR with those third parties on Customer’s behalf at the direction of the Customer.
- (2) Customer’s material breach of (A) this Agreement, or (B) any other agreements entered into by UMR with third parties on Customer’s behalf at the direction of the Customer;

- (3) A breach by a third party of any other agreements UMR enters into with such third parties on Customer's behalf at the direction of the Customer; and
- (4) third party claims brought against UMR as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws.
- (b) If the parties are unable to mutually resolve the matter, or are unable to resolve it through mediation, the indemnification obligations set forth in this Section are enforceable against Customer only as determined by a court or other tribunal having jurisdiction of the matter.
- (c) This provision shall survive the termination of this Agreement.

Section 6.2 UMR Indemnifies Customer. (a) UMR will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses that Customer incurs, including reasonable attorneys' fees and costs, which arise out of:

- (1) UMR or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of UMR or its vendors', subcontractors' or authorized agents' obligations under this Agreement; and
- (2) UMR's material breach of this Agreement.
- (b) If the parties are unable to mutually resolve the matter, or are unable to resolve it through mediation, the indemnification obligations set forth in this Section are enforceable against UMR only as determined by a court or other tribunal having jurisdiction of the matter.
- (c) Customer will remain responsible for payment of benefits and UMR's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments, or expenses that constitute payment of Plan benefits.
- (d) This provision shall survive the termination of this Agreement.

Section 7 – Plan Benefits Litigation

Section 7.1 Litigation Against UMR. If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or healthcare provider against UMR to recover Plan benefits related to its duties under this Agreement ("Plan Benefits Litigation"), UMR will select and retain defense counsel to represent its interest.

Section 7.2 Litigation Against Customer. If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest.

Section 7.3 Litigation Against UMR and Customer. If Plan Benefits Litigation is begun against the Plan and UMR jointly, and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests.

Section 7.4 Litigation Fees and Costs. All reasonable legal fees and costs UMR incurs will be paid by Customer (except as provided in Section 6.2) if UMR gives Customer reasonable advance notice of UMR's intent to charge Customer for such fees and costs, and UMR consults with Customer in a manner consistent with UMR's fiduciary obligations on UMR's litigation strategy.

Section 7.5 Litigation Cooperation. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation.

Section 7.6 Payment of Plan Benefits. In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.

Section 7.7 Survival. This provision shall survive the termination of this Agreement.

Section 8 – Mediation

Except in the case of UMR's termination due to Customer's failure to provide funds for benefits or fees, in the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties,

the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association (“AAA”). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about employee benefit plan administration, will conduct the mediation under the then current rules of the AAA. The mediation will be held in a mutually agreeable site. Nothing in this Section is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

Section 9 – Termination

Section 9.1 Services End. UMR’s services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, UMR may agree to continue providing certain services beyond the termination date, as provided in Exhibit A – Statement of Work.

Section 9.2 Termination Events. This Agreement will terminate under the following circumstances:

- (1) The Plan terminates;
- (2) Both parties agree in writing to terminate the Agreement;
- (3) After the Initial Term, either party gives the other party at least sixty (60) days prior written notice;
- (4) UMR gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed UMR when due under the terms of this Agreement;
- (5) UMR gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement;
- (6) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party;
- (7) UMR may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code;
- (8) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or UMR and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement’s application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions; or
- (9) As otherwise specified in this Agreement.

Section 10 – Miscellaneous

Section 10.1 Subcontractors. UMR can use its affiliates or subcontractors to perform UMR’s services under this Agreement. UMR will be responsible for those services to the same extent that UMR would have been had it performed those services without the use of an affiliate or subcontractor.

Section 10.2 Assignment. Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party’s written consent. That consent will not be unreasonably withheld. Nevertheless, UMR can assign this Agreement, including all of its rights and obligations to UMR’s affiliates, to an entity controlling, controlled by, or under common control with UMR, or a purchaser of all or substantially all of UMR’s assets, subject to notice to Customer of the assignment.

Section 10.3 Governing Law. This Agreement is governed by the applicable laws of the State of ~~Delaware~~New York. This provision shall survive the termination of this Agreement.

Section 10.4 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral

communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

Section 10.5 Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

Section 10.6 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

Section 10.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

Section 10.8 Use of Name. The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other, except that Customer grants UMR permission to use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for UMR to carry out its obligations under this Agreement (e.g. on SPDs and ID cards).

Section 10.9 Compliance with Laws and Regulations. The parties agree to comply with all applicable federal, state and other laws and regulations with respect to this Agreement.

Section 10.10 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Section 10.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

Section 10.12 Acceptance. Following the Effective Date and after Customer has provided three (3) months' worth of funds for the processing of claims and/or the payment of administrative fees, this Agreement is deemed executed by the parties.

EXHIBIT A – STATEMENT OF WORK

The following are the administrative services UMR has agreed to provide to Customer. Customer may request that UMR provide services in addition to those set forth in this Agreement. If UMR agrees to provide them, those services will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee, determined by UMR, for these additional services. The services described in this Exhibit will be made available to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section A1 Network

Network Access, Management and Administration. UMR will provide access to Networks and Network Providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

UMR generally does not employ Network Providers and they are not UMR's agents or partners, although certain Network Providers are affiliated with UMR. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. UMR is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through UMR's affiliates' networks, or the payment for services rendered by the provider or facility.

Section A2 Recovery Services

Claim Recoveries. In the event an Overpayment is made, UMR shall make an attempt to recover Overpayments using its Overpayment recovery procedures. In the event the recovery attempts are unsuccessful, UMR will follow its established overpayment recovery rules for an escalated recovery process. Recovery attempts will remain open for a minimum of twelve months. UMR will be responsible for reimbursement of any unrecovered Overpayment to the extent the Overpayment was due to UMR's gross negligence.

Customer will be charged fees for the services described in this Section provided by UMR through a subcontractor or affiliate, or as negotiated in advance with Customer. The fees are deducted from the actual recoveries. Customer will be credited with the net amount of the recovery.

Subrogation. UMR will also provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" (or "subrogation"). Customer will not engage any entity except UMR to provide the services described in this Section without UMR's prior approval.

UMR may initiate litigation to recover payments, but UMR has no obligation to do so. If UMR initiates litigation, Customer will cooperate with UMR in the litigation.

Customer will be charged fees for the Subrogation services as shown in Exhibit B – Fees. The fees are deducted from the actual Subrogation recoveries. Customer will be credited with the net amount of the Subrogation recovery.

In the event that Customer directs UMR to stop working on a particular Subrogation claim because the Customer wants to handle the Subrogation claim itself, or because the Customer waives its Subrogation interest, or for other reasons, UMR retains the right to charge Customer a reasonable fee based on costs incurred prior to receiving that notification from Customer.

Claim Recovery and Subrogation Process. Customer delegates to UMR the discretion and authority to develop and use standards and procedures for any recovery, including but not limited to, whether or not to seek recovery, what steps to take if UMR decides to seek recovery, and the circumstances under which a claim may be compromised or settled for less than the full amount of the claim. Customer acknowledges that use of UMR's standards and procedures may not result in full or partial recovery for any particular case. UMR will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical.

If this Agreement terminates, or, if UMR's claim recovery or Subrogation services terminate, UMR can continue to recover any payments UMR is in the process of recovering. The appropriate fees will continue to be deducted from the actual recovery, when and if a recovery is obtained.

Fraud and Abuse Management. UMR's Special Investigation Unit reviews and investigates potentially fraudulent or inappropriate billings submitted by providers and Participants. Following investigation, the identified Claims are either paid in accordance with the Plan, or are denied for such reasons as are uncovered by the Special Investigation Unit. Fraud and Abuse Management processes will be based upon UMR's proprietary and confidential procedures, modes of analysis and investigations.

UMR will use these procedures and standards in delivering Fraud and Abuse Management services to Customer and UMR's other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if UMR decides to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount.

Customer delegates to UMR the discretion and authority to use such procedures and standards, including the authority to undertake actions, including legal actions, which have the largest impact for the largest number of customers. Customer acknowledges that the use of these procedures and standards may not result in full or partial recovery or in full recovery for any particular case. UMR does not guarantee or warranty any particular level of prevention, detection, or recovery. UMR agrees to perform Fraud and Abuse Management services pursuant to the industry standards for such services. If this Agreement terminates, or if UMR's claim recovery services terminate, UMR can elect to continue fraud and abuse recoveries that are in progress and the fees will continue to apply.

Section A3 Providing Funds for Benefits

Responsibility. The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits payable to Participants, Network Providers, or non-Network Providers. UMR has no liability or responsibility to provide these funds.

Control of Plan Assets. In the event that the Plan is found to have Plan assets, the Customer shall have absolute authority with respect to such Plan assets, and UMR shall neither have nor be deemed to exercise any discretion, control or authority with respect to the disposition of Plan assets.

Bank Account. Customer shall establish, maintain, and appropriately fund Bank Account in the name of the Customer. Customer shall be responsible for all payments issued against the account. UMR shall be given the necessary nonexclusive authority to utilize any funds in said account for payment of Plan benefits. UMR shall provide Customer with access to the daily online check register, and will also provide a monthly report for reconciliation purposes. It is understood that Customer is solely responsible for handling issues related to uncashed checks, including any record keeping, reporting, or payment responsibilities set forth under any state's unclaimed property law, to the extent such laws apply.

Payment. Customer is solely responsible for paying for Plan benefits. UMR will have no obligation to arrange for payment of Plan benefits if Customer has not made the requisite funds available to UMR in accordance with this Agreement.

Underfunding. If Customer does not fund its Bank Account with sufficient funds with which to pay claims, Customer must immediately correct the deficiency. UMR may suspend any of its services under this Agreement for the period of time Customer does not have sufficient funds in its Bank Account. If Customer does not correct the funding deficiency within fifteen business days of UMR's notice to Customer, UMR may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began.

Section A4 Claims Determinations and Appeals

Claim Procedures. Customer appoints UMR a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, (ii) performing the fair and impartial review of first level internal appeals and (iii) performing the fair and impartial review of second level internal appeals (if applicable). As such, Customer delegates to UMR the discretionary authority to (i) construe and interpret the terms of the Plan, (ii) to determine the validity of charges submitted to UMR under the Plan, and (iii) make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable law and

regulation. In the event that Customer has not finalized the Summary Plan Description (SPD) before UMR receives an appeal from a Participant, then UMR will follow the claims installation documents that Customer approved, or if needed, UMR will contact Customer for applicable information. Participants who receive an adverse benefit determination can file an appeal with UMR within the timelines established in Customer's SPD. It is understood that UMR will provide one or two appeal levels for claims that it has processed, as mutually agreed to in writing by the parties. UMR agrees to send an appealed claim to an independent reviewer if required by Department of Labor or Department of Health and Human Services. In addition, and if applicable to Customer's Plan, UMR agrees to send a voluntary appeal to an independent review organization in compliance with health care reform regulations. Customer understands that the cost of such mandated independent reviews will be the responsibility of Customer, unless otherwise stated in Exhibit B - Fees. It is understood that UMR is not responsible for handling appeals on claim-related decisions that were originally made by another vendor of Customer's. Customer acknowledges and agrees that certain services provided by UMR and as described in the Summary Plan Description will comply with federal laws and regulations, as provided for under ERISA.

Catastrophic Events: During such time as a government agency declares a state of emergency or otherwise invokes emergency procedures with respect to Participants who may be affected by severe weather or other catastrophic events (a "Catastrophic Event Timeframe"), Customer directs UMR to implement certain changes in its claim procedures for affected Participants, including, for example: (a) exemption from the application of prior authorization requirements and/or penalties; (b) waiver of out-of-network restrictions (e.g., out-of-network providers paid at the Network Provider level), (c) extension of time frames for timely claims filing and/or appeals, (d) early replacement of lost or damaged durable medical equipment, and (e) other protocols reasonably required to provide Participants with access to health plan and pharmacy benefits as applicable. Such protocols are applicable to Participants whose place of residency falls within impacted areas of the Catastrophic Event, and for dates of service that fall within the Catastrophic Event Timeframe.

Section A5 System Access

Access. UMR grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Customer agrees that all rights, title, and interest in the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain UMR's. To obtain access to the Systems, Customer will obtain, and be responsible for maintaining, at no expense to UMR, the hardware, software, and Internet browser requirements UMR provides to Customer, including any amendments thereto. Customer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Customer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by UMR in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Customer's right to access and use Systems, to any other person or entity which is not a party to this Agreement. Customer may designate any third party, with prior approval from UMR, to access Systems on Customer's behalf, provided the third party agrees to these terms and conditions of Systems access and Customer assumes joint responsibility for such access.

Security Procedures. Customer will use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by UMR for access to and use of any web site provided in connection with the services. Customer shall use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to UMR, and maintain appropriate logs and monitoring of system activity. Customer shall notify UMR within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by UMR which impact the System.

Termination. UMR reserves the right to terminate Customer's System access (i) on the date Customer fails to accept the hardware, software and browser requirements provided by UMR, including any amendments thereto or (ii) immediately on the date UMR reasonably determines that Customer has (i) breached, or allowed a breach of, any applicable provision of this Section or (ii) materially breached or allowed a material breach of, any other applicable provision of this Agreement. Customer's System Access will also terminate upon termination of this Agreement, except that if run-out is provided in accordance with Exhibit A - Statement of Work, Customer may continue to access applicable functionalities within the Systems during the run-out period. Upon any of the termination events described in this Agreement, Customer agrees to cease all use of Systems, and UMR will deactivate Customer's identification numbers, passwords, and access to the System.

Schedule of Services

A. CLAIMS ADMINISTRATION SERVICES

Service	Comments
Claims for Plan benefits must be submitted in a form that is satisfactory to UMR in order for UMR to determine whether a benefit is payable under the Plan's provisions. Customer delegates to UMR the discretion and authority to use UMR's claim procedures and standards for Plan benefit claim determination.	
Implementation of Customer's benefit plans and payment of claims.	UMR will process only those claims which are incurred on or after the effective date of this Agreement.
Standard claims processing including: <ul style="list-style-type: none"> • Re-pricing and payment of claims. • Auto and manual adjudication using proprietary software. • Provide an Explanation of Benefits (EOB) notice to Participants and Remittance Advice (RA) statement to providers as required • Prepare and mail 1099's to providers and other vendors, using UMR's name and tax identification number. 	In the event that Customer asks UMR to load data from the prior TPA regarding Participant's benefit accumulators, UMR will have no obligation to verify the accuracy of such data.
Standard coordination of benefits for all claims	UMR pays claims for Medicare-eligible persons as either primary or secondary, based on the Medicare Secondary Payor Rules.
Claims Run-Out Services. UMR will process all claims received up to the date of termination of this Agreement. Any unprocessed claims will be denied, unless Customer requests claims run-out services (unprocessed claims incurred prior to the termination date) at a mutually agreed upon fee prior to the termination of this Agreement. In the event that UMR receives claims after the run-out period expires, then UMR will deny the claim.	<p>If the Agreement terminates because Customer fails to pay UMR fees due, fails to provide the funding for the payment of benefits, or UMR terminates for any other material breach, run-out will not apply.</p> <p>Suspension of Run-out Processing If Customer does not pay the run-out fees it owes UMR when due as set forth above, UMR will notify Customer. If Customer does not make the required payment UMR may stop issuing checks and non-draft payments and suspend its run-out claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment.</p> <p>Termination of Run-out Processing Run-out claims processing will terminate if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.</p>
Foreign service procedures	Participants who receive services in a country other than the United States must pay the claim and then submit the claim to UMR for reimbursement. UMR will reimburse the Participant for any covered amount in U.S. currency. The reimbursed amount will be based on the U.S. equivalency rate that is in effect on the date the Participant paid the claim, or on the date of service if paid date is not known.
State Surcharges. If during the term of the Agreement UMR receives a surcharge invoice from a state for the Plan or claims paid under the Plan, UMR agrees to submit applicable payments to the state on behalf of Customer. The amount due to the state will be withdrawn from Customer's claims bank account.	This service does not apply to New York Surcharges.

Service	Comments
Claim Reprocessing. Customer requests to reprocess certain claims.	No fee is charged for claims being reprocessed in connection with an error made by UMR. A fee is charged for claims being reprocessed: a) as a result of retroactive benefit or eligibility changes that Customer made or in connection with other actions by Customer, its employees or agents, or b) if Customer contracts directly with a provider network and that provider network gives UMR incorrect or late fee or other provider information that necessitates adjustment of claims.
Credit Balance Recovery Program.	UMR has a contract with a cost containment recovery vendor that routinely reviews credit balances, primarily at large hospitals and providers of service throughout the United States. Vendor works with the hospital/provider to identify amounts that have been overpaid due to inaccurate billings and other reasons. Vendor then verifies that the patient was covered by a Plan that UMR administers, and works with the facility or provider to recover the overpayment for the Plan. The applicable credit, less recovery fee, is forwarded to the Customer.
New York Surcharge Services: Upon acceptance from the New York Public Goods Pool, UMR agrees to compile and forward to the State of New York, an electronic report that shows the liability that Customer has for covered lives, patient services and total amount due from Customer. The report is compiled on a monthly or annual basis in accordance with the requirements of the State of New York for Customer. UMR agrees to file the report and send the applicable payments to the State of New York via a draw from Customer's bank account.	It is understood that Customer is solely responsible for completing necessary New York Surcharge election forms and responding to inquiries regarding the election. In the event that a claim is adjusted after the New York Surcharge fee has been paid and the adjustment affects how much the provider actually receives, UMR will make an adjustment on a future report to the State.

B. MEMBER SERVICES

Service	Comments
Toll-free access to a customer care unit	
Employee access to a member website enabling Participants to: <ul style="list-style-type: none"> • Check claim status. • Check eligibility information. • Search for providers and online health information. 	
Identification Cards. UMR will provide standard ID cards (including replacement cards) for each employee who is covered under Customer's Plan.	Customer may, at its option, order customized ID cards at an additional cost.

C. CUSTOMER REPORTING SERVICES

Service	Comments
UMR will provide Customer with the following standard reports through encrypted online access.	
Banking. Online access to the check register, searchable for disbursement information at the transaction level.	
Monthly Online Reports (Plan Performance). Online access to monthly reports containing Plan performance details. Customer can also use online data to develop ad-hoc queries such as census information, claim activity and large claim detail.	

Service	Comments
Eligibility and Benefits Inquiry. Online eligibility inquiry provides Customer with access to Participant eligibility information. Online benefit inquiry provides specific benefit information for each Participant.	
Claims Inquiry. Customers can review the status of participant claims online. Customer is responsible for ensuring that its employees comply with HIPAA privacy regulations.	
Annual Report. Provides the information that Customer can use to complete the 5500 form or 990 form.	
Customization, non-standard or ad hoc reports	Fees are determined on a report-specific basis
UMR reserves the right, from time to time, to change the content, format and/or type of UMR's reports.	

D. OTHER SERVICES

Service	Comments
Summary Plan Description (SPD) Assistance. UMR will prepare a customized draft of an SPD for the Plan, one additional draft, in response to Customer's comments and a final draft SPD.	If the SPD is not finalized sufficiently in advance of the Effective Date of UMR's services, UMR will utilize benefits and exclusions that UMR has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved UMR will administer claims and otherwise provide UMR's services in accordance with information and it will govern and remain in full force and effect until a final SPD is provided to UMR.
SPD Exception Processing. In the event Customer wants UMR to make an exception to Customer's Summary Plan Description (SPD), Customer must notify UMR in writing of such exception using a form designated by UMR. Customer is fully and solely responsible for any compliance or stop loss issues that may occur as a result of making an exception to its SPD.	UMR shall not be liable to any degree when following directions from Customer, its employees or agents, and Customer agrees to indemnify UMR and hold it harmless from and against any and all claims arising from Customer's decision to make an exception to the SPD.
<p>Summary of Benefits and Coverage (SBC) Services. Upon receipt of a completed service election form from Customer, UMR agrees to provide the following (SBC) services:</p> <ul style="list-style-type: none"> • Draft one standard full SBC per benefit Plan design if UMR is the only vendor administering benefits for Customer; or • Draft one standard partial SBC per benefit Plan design if UMR administers the medical Plan but Customer utilizes external vendors for other benefits. • Provide one SBC update per year if needed. • Post the final approved SBC to UMR's web portal for Customer. 	<p>Customer is responsible for providing UMR with written details about the Plan and benefit changes in an agreed upon period of time prior to the date Customer needs the final SBC from UMR.</p> <p>Customer is responsible for completing sections of the SBC related to Customer and external vendors, if any, and returning applicable details to UMR within an agreed upon timeframe.</p> <p>Customer is responsible for complying with SBC regulations, including but not limited to distribution of SBC's to Participants. In the event that Customer requests UMR to provide other non-standard SBC services, UMR will charge a reasonable fee for agreed upon services.</p>
<p>Stop Loss Reporting. UMR will use commercially reasonable efforts to identify, track and file paid specific stop loss insurance claims with the stop loss carrier, on behalf of Customer.</p> <p>If Customer has aggregate stop loss coverage, UMR agrees to notify the stop loss carrier of any potential Claims that exceed the stop loss policy's attachment point.</p>	<p>Customer is responsible for providing UMR with a copy of the stop loss policy by the effective date of this Agreement or as soon thereafter as reasonably possible, if UMR did not place Customer's stop loss coverage with the carrier.</p> <p>No priority will be given to process claims because the stop loss year is coming to a close. In no event shall UMR have any liability for coverage decisions taken or any omissions by any stop loss insurance carrier, and UMR shall not be held liable for any claims not covered by the stop loss carrier even if such claims were paid by the Plan. It is understood that UMR cannot represent or warrant a carrier's stop loss coverage or any terms of a carrier's stop loss coverage.</p>

Service	Comments
	Customer and its third party stop loss carrier may be required to execute UMR's standard nondisclosure and indemnification agreement prior to UMR providing any stop loss information
<p>Transition to new Third Party Administrator (TPA). UMR will cooperate with Customers' transition to a new TPA upon termination of this Agreement and will provide cancellation reports to Customer upon request.</p>	
<p>Medicare Secondary Payer Reporting. UMR shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions (the Reporting Requirements) in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. UMR shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer's failure to provide the required data.</p>	Customer agrees to provide to UMR in a timely manner and in an agreed upon format any and all data that UMR requires to comply with the Reporting Requirements.
<p>Transplant Solutions (TS) Services</p> <ul style="list-style-type: none"> • Transplant Network via Centers of Excellence (COE) • Ventricular Assist Devices (VAD) • Transplant Access Program (TAP) Network 	The fees for Transplant Solutions (TS) Services are specified in Exhibit B - Fees.
<ul style="list-style-type: none"> • Extra-Contractual Services - contracting on a case-by case basis for transplant care outside of the COE or TAP Networks for a standard negotiating fee. • Specialized Physician Review 	

E. CONTINUATION OF COVERAGE SERVICES

Service	Comments
<p>UMR is not a "Named Fiduciary" of the Plan as defined by the IRC. For Section 1 Definitions, the term "Plan" will include health benefits which are subject to the continuation of coverage requirements. In addition, the following sections of the Agreement do not apply to the continuation of coverage services:</p> <ul style="list-style-type: none"> • Claim Recovery Services and Third Party Liability Recovery • Fraud and Abuse Management • Benefit Determinations and Appeals • Service Auditor Reports <p>Any reference to Summary Plan Description (SPD) assistance does not apply.</p> <p>Unless otherwise instructed in writing by Customer, UMR will administer Continuation of Coverage according to the rules and regulations of federal COBRA. Any deviation in procedure from the federal COBRA rules and regulations must be mutually agreed upon in writing by Customer and UMR</p>	
<p>General Responsibilities of the Customer.</p> <ul style="list-style-type: none"> • Customer shall be responsible for the administration of Continuation of Coverage services, except to the extent expressly delegated to UMR through this Addendum. • Providing UMR with Continuation of Coverage premium information and due dates at least two (2) weeks prior to the effective date of the change. • Determining if a Qualifying Event occurs and such determination shall be binding upon UMR. Within thirty (30) calendar days following notification of the Qualifying Event, Customer shall notify UMR of the Qualifying Event by either submitting a completed Continuation of Coverage Action Form, or submitting information via the COBRA Online Web Notification system, or by utilizing another format that is mutually agreed upon. • Providing UMR with the language to be used for all Continuation of Coverage notices; Customer is solely responsible for the legal content of such notices. • Notifying UMR in a timely manner if Customer determines or has reason to believe that the Qualified 	

Service	Comments
<p>Beneficiary is not entitled to Continuation of Coverage.</p> <p>General Responsibilities of the UMR.</p> <ul style="list-style-type: none"> • Upon notification from Customer of a Qualifying Event via the Continuation of Coverage Action form or another acceptable means of written communication, UMR shall send a letter to the Qualified Beneficiaries advising them of their rights to continue coverage including enrollment and payment information. • Upon receipt of a completed enrollment form and appropriate payment, send a letter of confirmation to the Enrollee acknowledging such receipt. • Collecting Continuation of Coverage monthly payments from enrollees and provide Customer with a monthly accounting of payments. All such payments shall be retained by UMR until the month end and then shall be returned to Customer in a mutually agreed upon manner. • In the event that a Continuation of Coverage Enrollee's coverage terminates prior to the end of the maximum Continuation of Coverage period, UMR shall provide the Enrollee with a written notice of early termination. • Sending a Notice of Unavailability to a Qualified Beneficiary if it is determined by Customer or UMR that the Qualified Beneficiary is not entitled to Continuation of Coverage. 	
<p>Continuation of Coverage services for Qualified Beneficiaries who are enrolled in a benefit plan with Customer's outside carrier(s).</p> <ul style="list-style-type: none"> • Upon notification from Customer that a Qualifying Event has occurred, UMR will send a letter to the Qualified Beneficiaries advising them of their rights to continue coverage under federal COBRA including enrollment and payment information. • UMR will consider a Qualified Beneficiary's election and payments to be timely if the election form and monthly payments are received by UMR or postmarked by the due date or within the thirty day grace period. UMR assumes no liability if the outside carrier does not consider these timely, or if there are conflicts with the insurance policy. 	<p>Customer is fully and solely responsible for ensuring that its insurance policies or contracts with outside carriers are in compliance with Continuation of Coverage regulations.</p> <p>Customer is responsible for notifying the outside carriers that all Continuation of Coverage election forms and premium payments will be sent directly to UMR.</p> <p>UMR assumes no liability for meeting state insurance regulations for the outside carriers or Customer.</p> <p>The outside carriers that Customer contracts with are fully and solely responsible for meeting all applicable insurance regulations.</p>

EXHIBIT B – SERVICE FEES

This exhibit lists the fees Customer must pay UMR for UMR’s services during the term of the Agreement. Unless otherwise noted, these fees apply for the period from January 1, 2019 through December 31, 2019. Customer acknowledges that the amounts paid for administrative services are reasonable.

The fees below do not include state or federal surcharges, assessments, or similar taxes imposed by governmental entities or agencies on the Plan or UMR, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

Service Code	ITEM	FEE and BASIS
Medical Fees		
0001	Base Medical Fee 1/1/2019 – 12/31/2019 1/1/2020 – 12/31/2020 1/1/2021 – 12/31/2021	\$28.15 PEPM \$30.82 PEPM \$31.77 PEPM
9928	Monthly Medical Fee Waiver	First month of purchased PEPM service medical fees waived (excluding commission), subject to the repayment terms in this exhibit.
COBRA Fees		
0529	Standard COBRA Services	Included in Base Fee
ID Card Services		
0200	Mail ID Cards to Employee’s Home	No Charge
Reporting/Special Data Services		
0417	Custom Ad-Hoc Reports – Request System	\$100/hr. after 2 Hours Per Year through 12/31/2021
0418	Certificates of Creditable/Non-creditable Coverage (Medicare Part D) (If Requested)	\$1.35 Per Certificate, subject to a \$100 minimum
1203	New York Surcharge – Filing and Administration	No Charge
Network/Managed Care		
1406	Network Access Fees • POMCO Allied	Included in Base Fee through 12/31/2021
1469	CRS Benchmark Program (Cost Reduction & Savings Benchmark Program (Cost reduction services aimed at generating savings on claims when the primary network is not utilized.)	25% of Savings with \$100,000 Savings Cap with maximum of any one claim to be paid at \$25,000
9938	Cost Reduction & Savings Program (CRS) (Cost reduction services aimed at generating savings on claims when the primary network is not utilized.)	25% of savings through 12/31/2021
Transplant Solution (TS) Services (Fees Guaranteed through 12/31/2021)		
1400	Transplant Network via Centers of Excellence (COE) Customer shall pay UMR administrative fee based upon the Transplant type as follows:	
	Bone Marrow/Stem Cell	
	Autologous less than 11 days	\$5,000 Per Transplant
	Autologous 11 or more Days – breast Cancer	\$10,000 Per Transplant
	Autologous 11 or more Days – all other diagnosis	\$20,000 Per Transplant
	Allogeneic – related/unrelated	\$20,000 Per Transplant
	Non-myeloablative BMT - mini	\$5,000 Per Transplant
	Tandem BMT	
	Auto/Auto	\$10,000 Per Transplant
	Auto/Allo Related Mini	\$20,000 Per Transplant

Service Code	ITEM	FEE and BASIS
	Auto/Allo Unrelated Mini	\$20,000 Per Transplant
	Heart, Single Lung, Heart/Lung	\$10,000 Per Transplant
	Double Lung, Multi-Organ	\$20,000 Per Transplant
	Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel	\$20,000 Per Transplant
	Kidney	\$3,500 Per Transplant
	Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas	\$7,500 Per Transplant
	Ventricular Assist Devices (VAD)	
	Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant)	10% of savings, capped at \$10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	10% of savings, capped at \$10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)	10% of savings, capped at \$10,000 Per Year
	If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged.	
	If a Participant receives transplant care, but no transplant is performed (“Early Term”), the administrative fee will be 35% of the difference between charges per the applicable Network and the Network Provider’s usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above.	
	A transplant case referred to as Early Term includes (1) cases in which a Participant is not accepted into a Network Provider’s transplant program, (2) cases in which the Participant dies prior to transplant or VAD implant, or (3) cases in which Participant’s coverage ends prior to transplant or VAD implant.	
	Transplant Access Program (TAP) Network	The fees are 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network. The fees will not exceed the administrative fee for the corresponding transplant set forth in the table above.
	Extra-Contractual Services	The fees are 15% of savings, calculated as the difference between charges per the applicable Network and the Network Provider’s usual charges for the same services, not to exceed the fee for the corresponding transplant under the table above.

Service Code	ITEM	FEE and BASIS
	Specialized Physician Review	The fees are for solid organ transplants, bone marrow/stem cell transplants and other procedures and disease states. Customer shall pay UMR an administrative fee equal to \$1,295 for a Comprehensive Review from a single reviewer, or \$1,995 from three reviewers. For Basic Review, Customer shall pay UMR an administrative fee equal to \$495 for a single review or \$1,295 from three reviewers. For an Expedited Review, Customer shall pay UMR an additional fee of \$200 for each physician reviewer.
Care Management and Outreach Services		
0701	Stand-alone Case Management (Individual case management services will be provided to Participants who meet the criteria for case management including complex treatment plans, catastrophic events, trauma, chronic illness, behavioral health and substance use disorder. If Medicare is the primary payer for a claim, these services will be provided after Medicare funds have been exhausted.) 1/1/2019 – 12/31/2020 1/1/2020 – 12/31/2021	\$1.85 PEPM \$1.94 PEPM
Claim Services		
0105	Subrogation Services	25% of recoveries
0174	Credit Balance Recovery	25% of recoveries
0136	Preferred Stop Loss Interface Fee (Applies to Benefit Plan: 7670-00-413358)	Included in Base Fee through 12/31/2021
0171	Non-Preferred Stop Loss Interface Fee	Waived
0140	Claim Reprocessing	No Charge
0146	Outside reviews of claims on appeals or outside claim audits	\$120 Per Eligible Claim
Other Fees		
0832	Inbound Pharmacy Reporting - With existing PBM	No Charge
0921	SPD Booklet Preparation Fee	No Charge
0922	SPD Booklet Printing	Cost plus Postage
0923	SPD Amendment	No Charge
0924	SPD Standard Restatement	No Charge
2130	Federal External Reviews	\$500 per review after five reviews
0926	Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file for the Plan. Includes initial SBC plus one amendment per year; electronic version only provided to Customer.	No Charge
0927	Two or more Summary of Benefits and Coverage (SBC) amendments requested by Customer per year	No Charge
0928	Inclusion of outside vendor data in Summary of Benefits and Coverage (SBC) document, in UMR's standard format.	No Charge
1002	Pharmacy Benefit Management (PBM) – Other PBM	Included in Base Fee
1014	Support for Integrated Rx-Medical Accumulators	Included in Base Fee through 12/31/2021
1101	On site customer location monthly/quarterly meetings	No Charge
1501	Assume Claims Fiduciary Responsibility	Included in Base Fee

Service Code	ITEM	FEE and BASIS
	PEPM means Per Employee Per Month (covered employee)	

The above fees do not include state or federal surcharges, assessments, or similar taxes imposed by governmental entities or agencies on the Plan or UMR, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

A stop loss interface fee surcharge applies if stop loss coverage is not placed with a UMR preferred market. Consult your UMR representative for a list of preferred markets.

Conditions: The following conditions apply to the monthly fee waiver:

- Requires a three year agreement with UMR. Early termination is subject to the early termination penalty outlined in the Agreement.
- Assumes an enrolled subscriber count within 15% of the quoted employee count of 562.
- Assumes an effective date of January 1, 2019.
- One month fee waiver is calculated after any credits are applied.

Early Termination Fees. UMR has provided Customer with special pricing for administrative services that includes multi-year fee guarantees and waived fees. In exchange for such special pricing, Customer agrees to repay UMR the following amounts if Customer terminates this Agreement prior to the end of the initial three-year term for reasons other than UMR’s material breach of the Agreement:

- If Customer terminates the Agreement during the initial year of the Agreement, Customer shall pay UMR 100% of the waived fees.
- If Customer terminates the Agreement during the second year of the Agreement, Customer shall pay UMR 50% of the waived fees.
- If Customer terminates the Agreement during the third year of the Agreement, Customer shall pay UMR 25% of the waived fees.

EXHIBIT C – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between UMR, Inc. on behalf of itself and its affiliates (“Business Associate”) and City of Watertown (“Covered Entity”) and is effective on January 1, 2019 (Effective Date).

The parties hereby agree as follows:

1. DEFINITIONS

- 1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, “HIPAA”).
- 1.2 “Privacy Rule” means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.3 “Security Rule” means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.4 “Services” means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of Protected Health Information (PHI), Business Associate agrees to:

- 2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law; except that, to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
- 2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.
- 2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).
- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate’s failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D). Business Associate shall pay for the reasonable and actual costs associated with those notifications.
- 2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI.
- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy Rule.

- 2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.
- 2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.
- 2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

- 3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- 3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 3.5 In the event Covered Entity takes action as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA or the Agreement, Business Associate may:

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, on the condition that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- 4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.
- 4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

5. TERMINATION

- 5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before thirty (30)

days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.

5.2 Effect of Termination or Expiration. After the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 Cooperation. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

6. MISCELLANEOUS

6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.

6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.

6.3 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Res No. 10

December 12, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Authorization to Standardize Bus Fare Boxes

The Department of Public Works is requesting to standardize on a particular brand of electronic fare boxes for use in our buses. This standardization would result in efficiency, training, maintenance and savings for the City of Watertown when proceeding with purchasing new transit buses.

The Department is requesting to standardize the brand to Genfare Electronic Fare Boxes. By standardizing, it will exempt the purchase from competitive bidding as a result of this purchase being a sole source.

As noted in the attached detailed report from Purchasing Manager Robert Cleaver, the particular standardization requires Council approval before proceeding. A Resolution is attached for Council consideration.

RESOLUTION

Page 1 of 1

Authorization to Standardize Bus Fare Boxes

Introduced by

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 the current Genfare electronic fare boxes used in our buses today must be compatible with the new transit buses on order, and

WHEREAS standardization would allow for efficiency, training, maintenance and interchangeability for our entire fleet for current and future requirements,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Department of Public Works and the Purchasing Department to standardize the Genfare electronic fare boxes for use on all CitiBus vehicles under the provisions permitted by Section 103-5 of the General Municipal Law.

Seconded by

November 29, 2018

To: Richard Finn
From: Robert J. Cleaver
Subject: Request for Standardization

The Department of Public Works in conjunction with Citi-Bus has requested the purchase of 3 new Genfare Electronic fare boxes at the cost of \$82,753.00 for installation on the new transit buses that are on order.

A memorandum dated November 13, 2018, from DPW Superintendent, Patrick Keenan, states that the current Genfare units that are currently in service will be compatible with the new proposed unites but are not compatible with other Fare systems in the industry. For the sake of efficiency, training, maintenance and interchangeability he is requesting that we standardize on the Genfare system for our fleet for current and future requirements.

Per General Municipal Law 103 states "Upon the adoption of a resolution by a vote of at least three-fifths of all the members of the governing body of a political subdivision or district therein stating that, for reasons of efficiency or economy, there is need for standardization, purchase contracts for a particular type or kind of equipment, material, supplies or services in excess of the monetary threshold fixed for purchase contracts in this section may be awarded by the appropriate officer, board or agency of such political subdivision or any such district therein, to the lowest responsible offerer furnishing the required security after advertisement for sealed bids or sealed offers therefore in the manner provided in this section. Such resolution shall contain a full explanation of the reasons for its adoption."

Further, per letter dated November 11, 2018, GENFARE's Director of Sales, Laurence Chefalo states they are the sole manufacturer and distributor for the CentaBill Fareboxes thus making this purchase exempt from competitive bidding as a result of this purchase being a sole source.

Based on the documentation provided by Mr. Keenan, I support the concept of standardization on the GenFare Fare system as well as declaring them sole source for this purchase in the amount of \$82,753.00.

article eight or nine of the labor law, when available, through the county in which the political subdivision or district is located or through any county within the state subject to the rules established pursuant to subdivision two of section four hundred eight-a of the county law; provided that the political subdivision or district for which such officer, board or agency acts shall accept sole responsibility for any payment due the vendor or contractor. All purchases and all contracts for such services shall be subject to audit and inspection by the political subdivision or district for which made. Prior to making such purchases or contracts the officer, board or agency shall consider whether such contracts will result in cost savings after all factors, including charges for service, material, and delivery, have been considered. No officer, board or agency of a political subdivision or of any district therein shall make any purchase or contract for any such services through the county in which the political subdivision or district is located or through any county within the state when bids and offers have been received for such purchase or such services by such officer, board or agency, unless such purchase may be made or the contract for such services may be entered into upon the same terms, conditions and specifications at a lower price through the county.

* NB Effective July 31, 2019

4. Notwithstanding the provisions of subdivision one of this section, in the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action which cannot await competitive bidding or competitive offering, contracts for public work or the purchase of supplies, material or equipment may be let by the appropriate officer, board or agency of a political subdivision or district therein.

5. Upon the adoption of a resolution by a vote of at least three-fifths of all the members of the governing body of a political subdivision or district therein stating that, for reasons of efficiency or economy, there is need for standardization, purchase contracts for a particular type or kind of equipment, material, supplies or services in excess of the monetary threshold fixed for purchase contracts in this section may be awarded by the appropriate officer, board or agency of such political subdivision or any such district therein, to the lowest responsible bidder or responsible offerer furnishing the required security after advertisement for sealed bids or sealed offers therefor in the manner provided in this section. Such resolution shall contain a full explanation of the reasons for its adoption.

6. Surplus and second-hand supplies, material or equipment may be purchased without competitive bidding or competitive offering from the federal government, the state of New York or from any other political subdivision, district or public benefit corporation.

7. A person or corporation who conspires to prevent competitive bidding or competitive offering on a contract for public work or purchase advertised for bidding or offering shall be guilty of a misdemeanor as provided in section one hundred three-e of this article.

8. Where municipal hospitals or nutrition programs that receive federal, state, or local funding purchase goods, supplies and services under joint contracts and arrangements entered into pursuant to section twenty-eight hundred three-a of the public health law, they shall not be required to comply with the provisions of subdivision one of this section.

8-a. (a) Notwithstanding the foregoing provisions of this section, a political subdivision, when letting contracts in accordance with this

State Finance

* § 163. Purchasing services and commodities. 1. Definitions. For the purposes of this section, the following terms shall have the following meanings unless otherwise specified:

a. "Consortium" means like entities which agree to collectively purchase commodities at a lower price than would be otherwise achievable through purchase by such entities pursuant to other provisions of this article.

b. "Emergency" means an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

c. "Responsible" or "responsibility" means the financial ability, legal capacity, integrity, and past performance of a business entity and as such terms have been interpreted relative to public procurements.

d. "Responsive" means a bidder or other offerer meeting the minimum specifications or requirements as prescribed in a solicitation for commodities or services by a state agency.

e. "Specification" or "requirement" means any description of the physical or functional characteristics or the nature of a commodity or construction item, any description of the work to be performed, the service or products to be provided, the necessary qualifications of the offerer, the capacity and capability of the offerer to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform the work. It may include a description of any obligatory testing, inspection or preparation for delivery and use, and may include federally required provisions and conditions where the eligibility for federal funds is conditioned upon the inclusion of such federally required provisions and conditions. Specifications shall be designed to enhance competition, ensuring the commodities or services of any offerer are not given preference except where required by this article.

f. "Procurement record" means documentation of the decisions made and the approach taken in the procurement process.

g. "Sole source" means a procurement in which only one offerer is capable of supplying the required commodities or services.

h. "Single source" means a procurement in which although two or more offerers can supply the required commodities or services, the commissioner or state agency, upon written findings setting forth the material and substantial reasons therefor, may award a contract or non-technical amendment to a contract to one offerer over the other. The commissioner or state agency shall document in the procurement record the circumstances leading to the selection of the vendor, including the alternatives considered, the rationale for selecting the specific vendor and the basis upon which it determined the cost was reasonable.

i. "Lowest price" means the basis for awarding contracts for commodities among responsive and responsible offerers.

j. "Best value" means the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses, certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the executive law or service-disabled veteran-owned business

Res No. 11

December 12, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Change Order and Closeout for Factory Street Reconstruction Project,
CCI Companies, Inc.

On May 18, 2015, City Council approved the bid for the Factory Street Reconstruction Project from CCI Companies, Inc., for a total bid award of \$8,783,851.43. Construction and final punchlist items are now complete on this project. Change Orders Nos. 1-3 were covered in the Field Change Payment line item. On July 5, 2016, City Council approved Change Order No. 4 in the amount of \$567,717.21. On December 19, 2016, City Council approved Change Order No. 5 in the amount of \$614,536.08 and Change Order No. 6 was for a decrease in the amount of \$375,419.46.

As detailed in City Engineer Justin L. Wood's attached report, Change Order No. 7 has now been submitted in the amount of \$2,695.50, bringing the total contract amount to \$9,593,380.76. There is a sufficient amount in the contingency of the Bond Ordinance approved by City Council at the December 19, 2016 meeting to cover this final Change Order.

A resolution for Council consideration is attached.

RESOLUTION

Page 1 of 1

Accepting Change Order and Closeout for
Factory Street Reconstruction Project,
CCI Companies, Inc.

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 May 18, 2015, City Council accepted the bid from CCI Companies, Inc. in the amount of \$8,783,851.43 for the Factory Street Reconstruction Project, per our specifications , and

WHEREAS Change Orders Nos. 1-3 were covered in the Field Change Payment line item, and

WHEREAS on July 5 2016, City Council approved Change Order No. 4 in the amount of \$567,717.21, and

WHEREAS on December 19, 2016, City Council approved Changer Order No. 5 in the amount of \$614,536.08 and subsequently Change Order No. 6 for a decrease of \$375,419.46, and

WHEREAS CCI Companies, Inc., has now submitted Change Order No. 7 and Closeout in the amount of \$2,695.50, bringing the total contract amount to \$9,593,380.76,

NOW THEREFORE BE IT RESOLVED by the City Council that it hereby accepts Change Order No. 7 as the final closeout submitted by CCI Companies, Inc., in the amount of \$2,695.50 for the Factory Street Reconstruction Project, bringing the total amount to \$9,593,380.76, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all documents necessary to accept Change Order No. 7 and final closeout on behalf of the City.

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: November 21, 2018

TO: Richard Finn, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Factory Street Reconstruction – Change Order and Closeout

The Factory Street Reconstruction Project was awarded to CCI Companies, Inc. (CCI) of Canastota, NY, by City Council on May 18, 2015, in the amount of \$8,783,851.43. Construction and final punchlist items were complete in the winter of 2018. Accounting of over/under runs results in a **final change order increase of \$2,695.50**. This brings the total contract value to \$9,593,380.76, which remains less than the originally projected cost of \$10.27 Million.

Please prepare a resolution for Council consideration and approval.

cc: James Mills, City Comptroller

Factory Street Reconstruction
 PIN 7753.15 LD032467
 City of Watertown, Jefferson County, NY



Engineers • Environmental Scientists • Planners • Land Acquisers/Architects

Sponsor: City of Watertown
 Inspection: Barton and Loguidice, D.P.C.
 Contractor: CCI Companies, Inc.

	Highway Share					City Share					Total Cost
	1.1A GF Street	1.2A GF SW	1.3A GF Storm	1.4A GF Water	1.5A GF Sewer	2.1L Street	2.2L SW	2.3L Storm	2.4L Water	2.5L Sewer	
Awarded Project Amount	\$ 3,817,265.83	\$ 643,007.50	\$ 1,438,445.50	\$ 936,539.00	\$ 23,100.00	\$ 391,331.60	\$ 50,830.00	\$ -	\$ 370,813.00	\$ 1,112,519.00	\$ 8,783,851.43
Change Order #1	\$ (4,767.00)	\$ -	\$ -	\$ 294.00	\$ -	\$ (1,059.00)	\$ -	\$ -	\$ 5,532.00	\$ -	\$ -
Change Order #2	\$ (39,021.14)	\$ 6,200.00	\$ (78,300.00)	\$ 111,121.14	\$ -	\$ (13,269.21)	\$ -	\$ -	\$ 13,269.21	\$ -	\$ -
Change Order #3	\$ (38,447.69)	\$ -	\$ -	\$ 38,447.69	\$ -	\$ (2,709.40)	\$ -	\$ -	\$ 2,709.40	\$ -	\$ -
Change Order #4	\$ 180,208.50	\$ 4,019.58	\$ 47,503.79	\$ 105,945.26	\$ 25,546.28	\$ 48,143.21	\$ -	\$ -	\$ 131,815.10	\$ 24,535.49	\$ 567,717.21
Change Order #5	\$ 418,971.36	\$ 14,399.53	\$ 157,841.52	\$ 21,385.71	\$ 5,344.00	\$ 33,983.80	\$ (4,000.00)	\$ 44,012.22	\$ 16,401.47	\$ (93,803.53)	\$ 614,536.08
Change Order #6	\$ (103,826.16)	\$ 17,674.34	\$ 40,809.08	\$ (73,988.89)	\$ 6,350.00	\$ (212,465.62)	\$ (14,173.97)	\$ 1,820.44	\$ (9,018.55)	\$ (28,600.13)	\$ (375,419.46)
Change Order #7	\$ -	\$ 2,695.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,695.50
Amended Contract Amount	\$ 4,230,383.70	\$ 687,996.45	\$ 1,606,299.89	\$ 1,139,743.91	\$ 60,340.28	\$ 243,955.38	\$ 32,656.03	\$ 45,832.66	\$ 531,521.63	\$ 1,014,650.83	\$ 9,593,380.76
Awarded Item 697.03 FCP	\$ 282,487.38					\$ 152,109.00					\$ 434,596.38
FCP Reduction CO#1	\$ (4,767.00)					\$ (1,059.00)					\$ (5,826.00)
FCP Reduction CO#2	\$ (105,595.89)					\$ (13,269.21)					\$ (118,865.10)
FCP Reduction CO#3	\$ (38,447.69)					\$ (2,709.40)					\$ (41,157.09)
FCP Reduction CO#6	\$ (133,676.80)					\$ (135,071.39)					\$ (268,748.19)
Item 697.03 FCP Remaining	\$ -					\$ -					\$ -



Barton & Loguidice, D.P.C.

Change Order Details

775315

Description: Factory Street (NYS Route 283) Reconstruction;
 Mill Street to Huntington Street
 PIN 7753.15 LD032467
 City of Watertown, Jefferson County, NY

Sponsor: City of Watertown
 Inspection: Barton and Loguidice, D.P.C.
 Contractor: CCI Companies, Inc.

Change Order: 7 **Date Created:** 08/08/2018
Status: Pending Approval **Date Approved:**
Type: Item Reconcile
Summary: Final

Change Order Description:

Awarded Project Amount: \$8,783,851.43
Authorized Project Amount: \$9,590,685.27
Change Order Amount: \$2,695.50
Revised Project Amount: \$9,593,380.77

Increases/Decreases

Line Number	Item	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
Section: 1 - Default Section									
1320	608.12 E SY		\$150.000	1,171.13	\$175,669.50	17.97	\$2,695.50	1,189.10	\$178,365.00
PRECAST CONCRETE BLOCK PAVED SIDEWALKS AND DRIVEWAYS (GRANULAR MATERIAL SETTING BED)									
Reason: Additional Quantity Required Based on Actual Field Measurements.									
				Funding Details					
	1.2A GF Sidewalk			1,171.13	\$175,669.50	17.97	\$2,695.50	1,189.10	\$178,365.00
(1 Item)			Totals		\$175,669.50		\$2,695.50		\$178,365.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Amount	Revised Amount
1.1A GF Street	\$3,817,265.83	\$4,230,383.70	\$0.00	\$4,230,383.70
1.2A GF Sidewalk	\$643,007.50	\$685,300.95	+\$2,695.50	\$687,996.45
1.3A GF-Storm	\$1,438,445.50	\$1,606,299.89	\$0.00	\$1,606,299.89
1.4A GF-Water	\$936,539.00	\$1,139,743.91	\$0.00	\$1,139,743.91

Res No. 12

December 12, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Authorizing Agreement for Installation, Maintenance, Repair and Energizing of Lighting System for State Highway Identified as Bridge Replacement, NYS Route 3 Over CSX Railroad BIN 1000500, PIN 7115.16, Construction Contract D263736

At the March 5, 2018 meeting, Council approved the New York State Department of Transportation (DOT) design for the Route 3 Arsenal Street Bridge Replacement on Arsenal Street, between Breen Avenue and Scio Street and the Agreement for the Betterments for Ornamental Street Lighting.

DOT has now requested corrected verbiage with the attached Agreement.

The project construction has begun and completion of the project as a whole is scheduled to be completed in 2019.

Attached is a resolution for City Council consideration. The project has been funded in the 2017-2018 Budget.

RESOLUTION

Page 1 of 1

Authorizing Agreement for Installation, Maintenance, Repair and Energizing of Lighting system for State Highway Identified as Bridge Replacement, NYS Route 3 Over CSX Railroad BIN 1000500, PIN 7115.16, Construction Contract D263736

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 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 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, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Installation, Maintenance, Repair and Energizing of Lighting system for State Highway Identified as VIN 1000500, PIN 7115.16, Construction Contract D263736, which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to sign the Agreement for Installation, Maintenance, Repair and Energizing of Lighting system for State Highway Identified as VIN 1000500, PIN 7115.16, Construction Contract D263736.

Seconded by



Department of
Transportation

ANDREW M. CUOMO
Governor

PAUL A. KARAS
Acting Commissioner

STEVEN G. KOKKORIS, P.E.
Regional Director

November 23, 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 requested the City Council of the City of Watertown executed the NYSDOT street lighting agreement on April 3rd, 2018. Unfortunately, the agreement I sent you contained verbiage that the Office of the New York State Comptroller found unsatisfactory. With that being said the street lighting agreement has been corrected per the recommendations from the Office of the New York State Comptroller.

Attached is said updated lighting agreement needed for the installation of the ornamental street lights for this project. Attached to the lighting agreement is Resolution #3 that the City passed on March 5, 2018.

Please present the enclosed updated Street 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 (5 copies)

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

**AGREEMENT FOR INSTALLATION, MAINTENANCE, REPAIR AND ENERGIZING OF
LIGHTING SYSTEM FOR STATE HIGHWAY IDENTIFIED AS**

**F.A.C. 52-4 & F.A.G.C. 52-5
BRIDGE REPLACEMENT
N.Y.S. ROUTE 3 OVER CSX RAILROAD
CITY OF WATERTOWN - BIN 1000500
P.I.N. 7115.16; Construction Contract D263736**

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 Watertown which is herein referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, pursuant to Highway Law §10 (23, 24 and/or 27) the Commissioner of Transportation (the "Commissioner"), may at the expense of the state, or using federal funds, and/or using local funds provide for the installation and or replacement of street lighting systems, 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 system reconstructed 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 system reconstructed on or along such highway within the geographical jurisdiction of the MUNICIPALITY, the MUNICIPALITY shall maintain, repair and energize such lighting system at its own expense; and

WHEREAS, the MUNICIPALITY by Resolution No. 3 adopted at the **City Council of the MUNICIPALITY meeting held on March 5, 2018** approved the **reconstruction**, maintenance and energizing of said lighting and has provided such Resolution hereto, and has further authorized the **Richard Finn, City Manager** 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 Installation, Maintenance, Repair and Energizing of Lighting System for State highway identified as" F.A.C. 52-4;
- b. Schedule "A" - Description of Project, funding and deposit requirements;
- c. Appendix "A" - Standard Clauses for New York State Contracts;
- d. Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act);
- e. 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 connection with a lighting system on the above-mentioned highway and identified in the contract documents for this transportation project:

- 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, concrete pads and meter boxes.
- d. Light standards and bracket arms.
- e. Luminaries, lamps, wiring, photo-electric switches, switches and ballasts and all other components necessary to complete the lighting system.

2.2 Upon completion of construction of the above identified highway project, the MUNICIPALITY shall, at its own expense, maintain the lighting system installed under such highway project within the geographical jurisdiction of the MUNICIPALITY. 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 non-functioning or damaged from any cause whatsoever, such replacement material to be of equal character to the original equipment.
- c. Payment for delivery and supply of the electric current for the lighting system during the customary night hours [dusk to dawn] of each day of the year, at no cost or obligation to the STATE.
- d. Should MUNICIPALITY choose to install lighting attached to a utility pole(s) belonging to Utility Company, the STATE shall not be involved and MUNICIPALITY shall make appropriate Pole Attachment Agreement and payment arrangements with the respective Utility Company.

ARTICLE 3: TERM OF AGREEMENT.

3.1 This Agreement shall commence upon _____(the date first appearing above) and shall expire upon _____(the date twenty-five (25) years thereafter). The MUNICIPALITY shall continue to maintain and energize the lighting system for the period of its useful life or until such time as the COMMISSIONER, at his/her discretion, in agreement with MUNICIPALITY, determines that such lighting and/or the maintenance of such lighting system is no longer warranted or desired for such State Highway, and sets forth action to remove such lighting system at the MUNICIPALITY's expense.

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 this Agreement to any person, company or corporation without COMMISSIONER's

written consent. MUNICIPALITY shall express their desire to change the terms of this Agreement in writing to the COMMISSIONER, except as herein provided by Municipal Resolution attached hereto.

3.3 The COMMISSIONER herewith extends his/her consent to the MUNICIPALITY to establish a lighting district to transfer the MUNICIPALITY's cost for repair, maintenance of the lighting system, and to ensure that payments are made to Utility Company for delivery and supply of energy.

ARTICLE 4. TERMINATION OF AGREEMENT.

4.1. 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 system the MUNICIPALITY, in its discretion, determines that it does not desire to maintain said lighting system, it shall notify the COMMISSIONER or his/her representative in writing.

4.2. During the duration of this Agreement, where the MUNICIPALITY has no desire to maintain the lighting system, and / or discontinues payment for the energizing of the lighting system covered in this Agreement, 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 system is warranted or desired for such State Highway. Upon written notification by the COMMISSIONER of the removal cost, the MUNICIPALITY shall, within 90 days of the receipt of such written notification from the COMMISSIONER, 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 5: REMEDIES

5.1. Should the MUNICIPALITY, within the term of this Agreement and without the prior written consent of the COMMISSIONER, discontinue the repairs and maintenance, and/or discontinue payment for energizing the lighting system covered in this Agreement, which results in the STATE being required to make payment to the Federal Government, as a penalty or otherwise, the MUNICIPALITY, upon written notification by the COMMISSIONER of such requirement to pay, shall reimburse the STATE the amount of such required payment within 90 days of the receipt of such written notification from the COMMISSIONER.

5.2. 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 repairs and maintenance, and/or discontinuance of payment for energizing of the lighting system by the MUNICIPALITY.

5.3. The COMMISSIONER or his/her representative may periodically inspect the lighting system reconstructed under the above-identified Construction Project to ascertain that the lighting system is being maintained and energized 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 by MUNICIPALITY, 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.

5.4. 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/or 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 said lighting system is restored to the level and condition 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 future municipal contracts.

ARTICLE 6: NOTICE REQUIREMENTS

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

- i. Via certified or registered United States mail, return receipt requested;
- ii. By personal delivery;
- iii. By expedited delivery service; or
- iv. 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**

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**

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

6.2 Any such notice shall be deemed to have been given either at the time of delivery or, in the case of expedited delivery service or certified or registered US 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 by e-mail, upon request.

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

ARTICLE 7: PROCESSING OF BETTERMENT DEPOSITS AND PAYMENTS

7.1 NYSDOT will install, remove, relocate, replace and/or reconstruct the MUNICIPAL facilities 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 Construction Contract for or relating to the work under this Agreement.

7.2 For all Betterment work done by NYSDOT, the MUNICIPALITY shall, prior to the work being done, deposit in a project escrow account with the Office of State Comptroller the full amount of the MUNICIPAL share (if any) reflected in the itemized engineer's estimated cost of the work to be performed on MUNICIPAL facilities for payments by the Comptroller on account of Project costs. The excess amount of such deposit shall be reimbursed to the MUNICIPALITY after project close out, unless Fixed Price Lump Sum project share is established.

7.3 Payments to the Contractor for Betterment work shall be made using State Comptroller vouchers or requisitions approved by the COMMISSIONER.

7.4 When Betterment work performed on the MUNICIPAL facilities contemplated herein has been completed, and all payments have been made to the Contractor, the COMMISSIONER shall determine the additional costs thereof to be borne by the MUNICIPALITY. Any excess of the deposit shall be returned to the MUNICIPALITY on the warrant of the State Comptroller or using vouchers approved by the COMMISSIONER; and, in the event such costs exceed the amount of the deposit, the COMMISSIONER shall send a written notice to the MUNICIPALITY requesting such extra payment be deposited with the Office of State Comptroller in a project escrow account. The MUNICIPALITY shall, within 90 days of receipt of such written notice from the COMMISSIONER, pay the amount of such deficiency to the Office of State Comptroller, unless Fixed Price Lump Sum project share has been established.

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 [REDACTED] [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.

IN WITNESS WHEREOF, the STATE has caused this instrument to be signed by the said COMMISSIONER of Transportation and the MUNICIPALITY has caused this instrument to be signed by its authorized officer.

Agreement No. _____

APPROVED:

MUNICIPALITY:

Municipal Attorney

By: _____
(Title)

STATE OF NEW YORK)
) ss:
COUNTY OF JEFFERSON)

On this _____ day of _____, 20 ____, before me personally came _____, to me known, who being by me duly sworn did depose and say that he/she is the _____ of the Municipal Corporation described herein, and which executed the above instrument; that he/she knows the seal of such Municipality; that the seal affixed to said instrument is such corporate seal, that it was affixed by order of the legislative Body of said Municipal Corporation pursuant to a Resolution which was duly adopted on _____ and to which a certified copy is attached and made a part hereof; and that he signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____ Date _____
For the Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification - "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other copies of this contract."

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller Pursuant to State Finance Law §112

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 Contract # D263736, 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.

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, licensor, licensee, lessor, lessee or any other party):

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). 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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APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

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

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

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

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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

Res No. 13

December 12, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Accepting Bid for Three New Washer/Dryers, Fire Department

The City Purchasing Department has advertised and received sealed bids for three new gear washer/extractor dryers at the City's fire stations, per City specifications.

Invitations to bid were also issued to Bid Net, as well as four (4) prospective bidders, with four (4) bids received and publicly opened and read in the City Purchasing Department on Tuesday, November 20, 2018, at 11:00 a.m.

City Purchasing Manager Dale Morrow reviewed the bids received with Fire Chief Dale Herman, and it is their recommendation that the City Council accept the bid received from MES Lawman as the lowest responsive bidder in the amount of \$47,590. The other bids received are detailed in the attached report of Ms. Morrow. Also attached is a report from Fire Chief Dale Herman.

Funding is included in this year's operating budget. We were successful in receiving a FEMA's Assistance to Firefighters Grant, which will offset approximately 90% of this purchase.

A Resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Three New Washer/
Dryers, Fire Department

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 Purchasing Department has advertised and received sealed bids for the three new gear washer/extractor dryers at the City’s fire stations, per City specifications, and

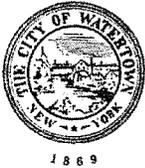
WHEREAS invitations to bid were also issued to Bid Net, as well as four (4) prospective bidders, with four (4) bids received and publicly opened and read in the City Purchasing Department on Tuesday November 20, 2018, at 11:00 a.m., and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bids received with the Fire Chief Dale Herman, and it is their recommendation that the City Council accept the bid from MES Lawman as the lowest responsive bidder in the amount of \$47,590,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid submitted by MES Lawman as being the lowest responsive bidder meeting City specifications for the three new gear washer/extractor dryers in the amount of \$47,590, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to MES Lawman.

Seconded by



CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
Tel. (315) 785-7749 • Fax (315) 785-7752

TO: Richard Finn, City Manager
FROM: Dale Morrow, Purchasing Manager
DATE: December 5, 2018
RE: Washer / Extractor Dryer Bid
Project # 2018-28

The City's Purchasing Department advertised in the Watertown Daily Times on Friday, October 19, 2018, calling for sealed bids for the purchase and installation of 3 new Washer/Dryers at the City's Fire stations per our specifications. Notifications of this bid were issued to Bid Net as well as to 4 prospective bidders with 4 agencies submitting their bids to the Purchasing office where they were publicly opened and read on Tuesday, November 20, 2018, at 11:00 am local time.

Results of those bids are per attached listing.

I have reviewed the proposals with Fire Chief Dale Herman and concur with his attached recommendation. The lowest qualifying bid in the amount of \$47,590.00 was submitted by MES Lawman, Liverpool, NY.

The bid proposal submitted by Wascomat Laundry Equipment was disqualified as a result of their failure to meet City's specifications. Their bid was for a tumble dryer whereas the bid specifications called for a cabinet drying unit.

Dale Morrow
Purchasing Manager

Cc: Dale Herman, Fire Chief
Jim Mills, Comptroller
File



CITY OF WATERTOWN, NEW YORK
FIRE DEPARTMENT
224 SOUTH MASSEY STREET
WATERTOWN, NEW YORK 13601
OFFICE: 315-785-7800
FAX: 315-785-1821
Dale C. Herman, Fire Chief
dherman@watertown-ny.gov



TO: Dale Morrow, Purchasing Manager

FROM: D. Herman, Fire Chief *DCH*

DATE: December 4, 2018

SUBJECT: Washer/Extractor and Dryer Bid

I have reviewed the bid submittals for three new washer/extractors and dryers for our fire stations and have the following observations:

The lowest bid proposal from Laundry Nation USA, should be disqualified as the dryer component was a drum type and not a cabinet type as described in the bid specifications.

The next lowest bid proposal from MES was reviewed and found to meet all of the specifications. There was a question as to whether their proposal included installation of the Washer/Extractor and Dryers, and your office has made contact with the vendor and found that installation is included in their proposal.

As their bid meets the specification and are the lowest bid for the project, it is my recommendation that their bid proposal be considered for Council resolution at the next Council meeting.

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



CITY OF WATERTOWN, NEW YORK

CITY HALL
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601-3580

Bid Project:	WFD - Washer / Extractor & Dryer
Bid Number:	2018-28
Bid Opening Date:	20-Nov-18

The following results are bids as presented at the bid opening and do not represent an award.

Description	Qty.	MES Lawman		Qty.	Jerome Fire		Qty.	Empire Laundry Machinery, Inc		Qty.	Wascomat laundry Equipment		Unit Price	Total Price
		Liverpool, NY			Clay, NY			Rochester, NY			Inwood, NY			
		Unit Price	Total Price		Unit Price	Total Price		Unit Price	Total Price		Unit Price	Total Price		
Washer / Extractor	3	\$6,845.00	\$20,535.00	3	\$6,200.00	\$18,600.00	1	\$10,981.00	\$10,981.00	3	\$4,004.55	\$12,013.65		
Washer / Extractor - Model Option 2							2	\$7,417.00	\$14,834.00					
Dryer	3	\$8,445.00	\$25,335.00	3	\$7,100.00	\$21,300.00	1	\$7,540.00	\$7,540.00	3	\$3,664.10	\$10,992.30		
Dryer - Model Option 2							2	\$7,829.00	\$15,658.00					
Washer Option 1 - Drain Trough				3	\$850.00	\$2,550.00								
Washer Option 2 - 8" Mounting Base				3	\$500.00	\$1,500.00								
Washer Option 3 2nd 6" PreFab Mounting base for Station #3							1	\$425.00	\$425.00					
Washer Option 4														
Dryer Option 1 - ADC Boot Hanger					\$675.00	\$2,025.00								
Dryer Option 2 - ADC Glove Hanger					\$675.00	\$2,025.00								
Total Installation						\$2,000.00								
Total Freight	-		\$1,720.00	-			-			-				
Total Bid			\$47,590.00			\$50,000.00			\$49,438.00			\$23,005.95		

Res No. 14

December 12, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Accepting Bid for Creekwood Apartments Trash & Recycling

The City Purchasing Department has advertised and received sealed bids for trash and recycling services at Creekwood Apartments, per City specifications.

Invitations to bid were also issued to Bid Net, as well as two (2) prospective bidders, with two (2) bids received and publicly opened and read in the City Purchasing Department on Wednesday, December 5, 2018, at 11:30 a.m.

City Purchasing Manager Dale Morrow reviewed the bids received with the Assistant Superintendent of Public Works Peter Monaco, and it is their recommendation that the City Council accept the bid received from Thomas Trash as the lowest responsive bidder in the amount of \$2,580 per month. The other bids received are detailed in the attached report of Ms. Morrow.

A Resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Creekwood
Apartments Trash & Recycling

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 Purchasing Department has advertised and received sealed bids for trash and recycling services at Creekwood Apartments, per City specifications, and

WHEREAS invitations to bid were also issued to Bid Net, as well as two (2) prospective bidders, with two (2) bids received and publicly opened and read in the City Purchasing Department on Wednesday, December 5, 2018, at 11:30 a.m., and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bids received with the Assistant Superintendent of Public Works Peter Monaco, and it is their recommendation that the City Council accept the bid from Thomas Trash as the lowest responsive bidder in the amount of \$2,580 per month,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid submitted by Thomas Trash as being the lowest responsive bidder meeting City specifications for trash and recycling services at Creekwood Apartments in the amount of \$2,580 per month, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Thomas Trash.

Seconded by



CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
Tel. (315) 785-7749 • Fax (315) 785-7752

TO: Richard Finn, City Manager
FROM: Dale Morrow, Purchasing Manager
DATE: December 7, 2018
RE: Creekwood Apartments Trash & Recycling
Project # 2018-30

The City's Purchasing Department advertised in the Watertown Daily Times on Tuesday, November 20, 2018, calling for sealed bids for trash and recycling services at Creekwood Apartments. Notifications of this bid were issued to Bid Net as well as to 2 prospective bidders with 2 agencies submitting their bids to the Purchasing office where they were publicly opened and read on Wednesday, December 5, 2018, at 11:30 am local time.

Results of those bids are per attached listing.

I have reviewed the proposals with Pete Monaco from the Department of Public Works and concur with his attached recommendation. The lowest qualifying bid in the amount of \$2,580.00 per month was submitted by Thomas Trash, Adams, NY.

Dale Morrow
Purchasing Manager

Cc: Pat Keenan, DPW Director
Pete Monaco, DPW
Jim Mills, Comptroller
File



CITY OF WATERTOWN, NEW YORK

CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380

Bid Project:	Creekwood Apartments Trash & Recycling
Bid Number:	2018-30
Bid Opening Date:	5-Dec-18

The following results are bids as presented at the bid opening and do not represent an award.

Description	Qty.	Thomas Trash		Waste Management							
		Adams, NY		West Seneca, NY							
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Total		Monthly Charge	\$2,580.00	Monthly Charge	\$3,198.41						
Bid Bond Security											
Bidder's Qualification Statement											
Non-Collusive Bidding Certificate											
Statement of Surety's Intent											
Equal Employment Opportunity											
Certificate of Non-Segregated Facilities											
Certificate of Compliance with the Iran Divestment Act											
Vendor Certification											

Res No. 15

December 12, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Accepting Bid for North Side Flynn Pool Filtration Replacement

The City Purchasing Department has advertised and received sealed bids for labor and materials for the replacement of the filtration system at the North Side Flynn Pool, per City specifications.

Invitations to bid were also issued to Bid Net, as well as four (4) prospective bidders, with five (5) bids received and publicly opened and read in the City Purchasing Department on Wednesday, December 5, 2018, at 11:00 a.m.

City Purchasing Manager Dale Morrow reviewed the bids received with the Fred Damon of the Engineering Department, and it is their recommendation that the City Council accept the bid received from JE Sheehan as the lowest responsive bidder in the amount of \$77,550. The other bids received are detailed in the attached report of Ms. Morrow.

Funding for the project is from a \$200,000 bond ordinance approved on August 6, 2018 that included the Flynn Pool boiler and filter replacement projects.

A Resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for North Side Flynn
Pool Filtration Replacement

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 Purchasing Department has advertised and received sealed bids for labor and materials for the replacement of the filtration system at the North Side Flynn Pool, per City specifications, and

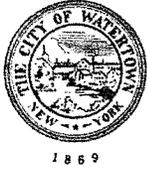
WHEREAS invitations to bid were also issued to Bid Net, as well as four (4) prospective bidders, with five (5) bids received and publicly opened and read in the City Purchasing Department on Wednesday, December 5, 2018, at 11:00 a.m., and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bids received with the Fred Damon of the Engineering Department, and it is their recommendation that the City Council accept the bid from JE Sheehan as the lowest responsive bidder in the amount of \$77,550,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid submitted by JE Sheehan as being the lowest responsive bidder meeting City specifications for labor and materials for the replacement of the filtration system at the North Side Flynn Pool in the amount of \$77,550, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to JE Sheehan.

Seconded by



CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601

Tel. (315) 785-7749 • Fax (315) 785-7752

TO: Richard Finn, City Manager
FROM: Dale Morrow, Purchasing Manager
DATE: December 6, 2018
RE: North Side Flynn Pool Filtration Replacement Bid
Project # 2018-29

The City's Purchasing Department advertised in the Watertown Daily Times on Saturday, November 10, 2018, calling for sealed bids for labor and materials for the replacement of the filtration system located at the City's North Side Flynn Pool as per our specifications. Notifications of this bid were issued to Bid Net as well as to 4 prospective bidders with 5 agencies submitting their bids to the Purchasing office where they were publicly opened and read on Wednesday, December 5, 2018, at 11:00 am local time.

Results of those bids are per attached listing.

I have reviewed the proposals with Fred Damon from the City Engineering Department and concur with his attached recommendation. The lowest qualifying bid in the amount of \$77,550.00 was submitted by JE Sheehan, Potsdam, NY.

Dale Morrow
Purchasing Manager

Cc: Justin Wood, City Engineer
Fred Damon, Civil Engineer 1
Jim Mills, Comptroller
File



CITY OF WATERTOWN, NEW YORK

CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380

Bid Project:	Northside Flynn Pool Filtration Replacement
Bid Number:	2018-29
Bid Opening Date:	5-Dec-18

The following results are bids as presented at the bid opening and do not represent an award.

Description	Qty.	Sun Dance Leisure		Black River Plumbing		JE Sheehan Construct.		FP Kane Construction		Patterson-Stevens, Inc.	
		Watertown, NY		Black River, NY		Potsdam, NY		Vestal, NY		Tonawanda, NY	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Total			\$97,317.00		\$106,600.00		\$77,550.00		\$157,00.00		\$127,850.00
Bid Bond Security											
Bidder's Qualification Statement											
Non-Collusive Bidding Certificate											
Statement of Surety's Intent											
Equal Employment Opportunity											
Certificate of Non-Segregated Facilities											
Certificate of Compliance with the Iran Divestment Act											
Vendor Certification											

Res No. 16

December 11, 2018

To: Richard M. Finn, City Manager

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

Subject: Approving the Special Use Permit Request Submitted by Michael Ablan of Genuine Homes, LLC to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000

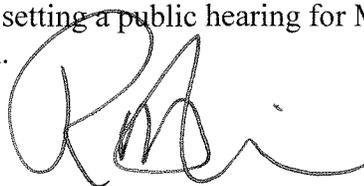
Michael Ablan of Genuine Homes, LLC has submitted the above Special Use Permit request to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000.

The Planning Board reviewed the request at its December 4, 2018 meeting and adopted a motion recommending that City Council approve the request with the condition listed in the Resolution. Attached is an excerpt from their meeting minutes.

The Staff Report prepared for the Planning Board, the Special Use Permit 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.

A public hearing is required before the City Council may vote on the resolution. It is recommended that a public hearing be scheduled for 7:30 p.m. on Monday, January 7, 2019.

Action: City Manager recommends setting a public hearing for Monday, January 7, 2019 at 7:30 p.m.



RESOLUTION

Page 1 of 1

Approving the Special Use Permit Request Submitted by Michael Ablan of Genuine Homes, LLC to Allow a Nine-Unit Multifamily Dwelling at 518 Pine Street, Parcel Number 10-10-120.000

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 Michael Ablan of Genuine Homes, LLC has made an application for a Special Use Permit to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on December 4, 2018, and voted to recommend that the City Council of the City of Watertown approve the Special Use Permit with the following condition:

1. The applicant must obtain a building permit and any other permits required by the City Code Enforcement Bureau prior to construction.

and

WHEREAS a public hearing was held on the proposed Special Use Permit on January 7, 2019, after due public notice, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow a nine-unit multifamily dwelling at 518 Pine Street is an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that a Special Use Permit is hereby granted to Michael Ablan of Genuine Homes, LLC, to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000, contingent upon the applicant meeting the condition listed above.

Seconded by

EXCERPT FROM DECEMBER 4, 2018 PLANNING BOARD MEETING MINUTES

SPECIAL USE PERMIT 518 PINE STREET- PARCEL # 10-10-120.000

The Planning Board then considered a request submitted by Michael Ablan of Genuine Homes, LLC for a Special Use Permit to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000.

Mr. Ablan attended to represent the request, along with James Adams, who Mr. Ablan introduced as his business partner.

Mr. Ablan began by saying that the existing building on the subject property was formerly the Angels Inn nursing home and that it had 24 rooms, all interconnected. He said that he would like to change it into a nine-unit dwelling and that it would be easy to make the conversions by connecting rooms. He added that it has a boiler system for the entire building, ample water, electric and other utilities.

Mr. Ablan then said that Staff's memorandum to the Planning Board discussed parking. He said that his scale was smaller, but based on a 300 square-foot requirement, the site could accommodate 11 spaces, and that if parking became an issue in the future, they could open up the garage for an additional two spaces. He noted that they could pave the yard if needed, but they could accommodate 10-plus spaces as it was now.

Ms. Capone then asked what Mr. Ablan planned to charge for rents. Mr. Ablan replied that monthly rents would run from \$500-to-\$600 for studios to \$800 for two-bedroom units. He added they would be affordable, but nice and that they had a few other units under their control at the moment and they always update everything, such as energy efficient windows, etc.

Ms. Fields then said that for full disclosure, Mr. Ablan was a licensed real estate agent, as was she, and that she and Mr. Ablan knew each other. Mr. Urda then asked her to confirm that she did not have any financial interest in the project. Ms. Fields replied that she did not. Mr. Katzman noted that it was New York State law that Ms. Fields and Mr. Ablan, both needed to make this full disclosure.

Mr. Coburn then said that as he read through, everything seemed to be in order. He then asked Staff about the summary item that dealt with parking. Mr. Urda replied that Staff was satisfied with Mr. Ablan's explanation of the site's parking capacity.

Mr. Katzman then noted that the property's previous owner, Mary E. Allen, was deceased and asked how that affected proceedings. Mr. Urda replied that Staff's memorandum

discussed that issue and that the heirs of Mary E. Allen were the current legal owners under New York State law.

Mr. Katzman then asked who would pay for the utilities, Mr. Ablan or his tenants. Mr. Ablan replied that he would pay the utilities and added that he misspoke regarding rents, and that he planned to set them at \$600 for a studio, \$700 for a one-bedroom and \$800 for a two-bedroom, with all utilities included.

Mr. Arquitt then asked what side of the building the sewer line connected to in the basement. Mr. Ablan replied that he thought it was on the Pine Street side and that it was at least four inches in diameter. Mr. Adams then said that there was a 3.5-inch and a four-inch connection. Mr. Arquitt said that would likely be sufficient for nine units, but that they might be liable for an upgrade.

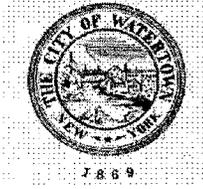
Mr. Ablan said that there was a sprinkler system in the building and that was why there were two lines. He said they did not plan to keep the sprinklers active and that they would likely drain it. Mr. Coburn said that Code Enforcement would address sprinkler requirements during the permitting process.

Mr. Coburn asked if anyone wanted to make a motion. Mr. Urda said that the Planning Board would not need to include the second summary item in a motion for approval. Ms. Fields then moved to approve the request submitted by Michael Ablan of Genuine Homes, LLC for a Special Use Permit to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000, contingent upon the following:

1. The applicant must obtain a building permit and any other permits required by the City Code Enforcement Bureau prior to construction.

Mr. Coburn then seconded the motion and all voted in favor.

Mr. Urda then said that just like the previous application, the City Council would schedule a public hearing for Monday, January 7, 2019 and Staff would send a letter to that effect. Mr. Lumbis then said that the applicant would need to place a "Proposed Zoning Action" sign in the window of the building in advance of that meeting, and that he could pick it up from Staff.



CITY OF WATERTOWN, NEW YORK

245 Washington Street, Watertown, NY 13601
Office: (315) 785-7740 - Fax: (315) 785-7829

Special Use Permit Application

APPLICANT INFORMATION

Name: *Genuine Homes LLC (Michael Ablan + James Adams)*

Mailing Address: *69 W Babcock St
Governor NY 13642*

Phone Number: *315 286 3256*

Email: *ablanmr@gmail.com*

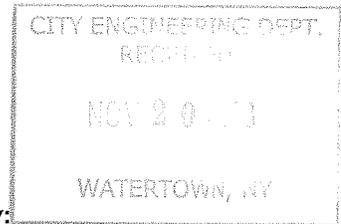
PROPERTY INFORMATION

Property Address: *518 Pine St, Watertown NY 13601*

Tax Parcel Number(s): *10-10-120.000*

Property Owner (if not applicant): *Mary E Allen*

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



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

Zoning District: *Residential C*

Land Use:

Required Attachments:

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

REQUEST DETAILS

Proposed Use:

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

See Attachment

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

Signature: _____

Date: *11-14-13*

December 1, 2015

To Watertown City Planning Board,

Proposed Use: Conversion from Nursing home into a 9 unit multifamily dwelling

Explain proposal: We would like the opportunity to convert this old nursing home into a nice 9 unit multifamily dwelling.

The building is 11k sqft, and the lot is 34k. There is enough space 9 spacious apartments, comprising of 2 bedroom, 1 bedroom and studio units. The building is equipped with central air and a zoned boiler system, so every apartment will have control over their own heating & cooling. The property is also fully fenced in, so tenants will have a place to let their animals defecate, rather than on the streets or other peoples property. The property also has a large off-street parking lot, so the streets won't be littered with cars.

The conversion itself will be relatively easy thanks to the current set up. We would be combining rooms in each wing to create apartments. There is currently 6 entrances to the building, which would easily suffice this number of apartments. Our biggest task will be adding kitchens & bathrooms to each unit, but fortunately the basement is extremely open and accessible.

I would be more than happy to give a complete scope of work and/or sit down with anyone interested in the more minute details of the project. We currently own and manage 58 units in Jefferson/St. Lawrence county. We operate at full occupancy and invest every dollar we make back into the properties. We do most of our own work, and only work with professional and ethical sub-contractors. I have many tenants willing to give testimonials on their opinions on us as landlords. I've attached pictures of some of our current units, and have many more available upon request.

Thank you very much for taking the time to consider our proposal. We are really excited about this project and hope you give us the opportunity to bring our vision of this place into life.

Michael Ablan

11-20-18



Res No. 17

December 11, 2018

To: Richard M. Finn, City Manager

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

Subject: Approving the Memorandum of Understanding Between the City of Watertown and CNY Fair Housing to Administer a Fair Housing Education and Enforcement Program

As a recipient of Community Development Block Grant (CDBG) entitlement funding under the United States Department of Housing and Urban Development, the City has certified that it will affirmatively further Fair Housing. As a part of this certification, the City is responsible for identifying barriers to Fair Housing and developing strategies to address those barriers.

In the City's adopted Consolidated Plan for CDBG Program Years 2016-2020, the City identified Fair Housing Education as a Priority Need and as a Goal for the upcoming Program Years. To those ends, the last three Annual Action Plans have identified a Fair Housing Education Project as one of the various projects that the City plans to undertake.

For the last two years, the City has entered into an agreement with CNY Fair Housing to conduct Fair Housing education, advertising and enforcement activities in the City of Watertown. Attached for City Council review is a copy of a report from CNY Fair Housing that summarizes their outreach, education and enforcement activities from the last year.

Also attached is a Memorandum of Understanding (MOU) between the City and CNY Fair Housing to conduct Fair Housing education, advertising and enforcement activities in the City of Watertown for 2019. The MOU is for a not-to-exceed sum of \$5,000.

The attached resolution approves the MOU between the City and CNY Fair Housing for the Fair Housing Education and Enforcement Program and authorizes the City Manager to execute the agreement on behalf of the City.

Action: City Manager recommends approval

A handwritten signature in black ink, appearing to be 'R. Finn', written over the text 'City Manager recommends approval'.

RESOLUTION

Page 1 of 1

Approving the Memorandum of Understanding Between the City of Watertown and CNY Fair Housing to Administer a Fair Housing Education and Enforcement 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, as a recipient of Community Development Block Grant (CDBG) entitlement funding under the United States Department of Housing and Urban Development, has certified that it will affirmatively further Fair Housing, and

WHEREAS the City of Watertown desires to work with CNY Fair Housing regarding professional services to educate tenants and housing providers within the City of Watertown regarding their respective Fair Housing rights and responsibilities, and

WHEREAS CNY Fair Housing is a qualified Fair Housing Enforcement Agency, and

WHEREAS the City of Watertown desires to refer any Fair Housing complaints received by the City to CNY Fair Housing for further investigation, and

WHEREAS the City of Watertown has allocated CDBG funding for a Fair Housing Education Project in its adopted Consolidated Plan and Annual Action Plan, and

WHEREAS CNY Fair Housing has prepared a Memorandum of Understanding (MOU) for the project, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the MOU with CNY Fair Housing to establish and administer a Fair Housing education and enforcement program, and

BE IT FURTHER RESOLVED that the City agrees to pay CNY Fair Housing a not-to-exceed sum of \$5,000 for actual expenses incurred, based on hours worked during the contract period, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Richard M. Finn, to execute the MOU on behalf of the City of Watertown.

Seconded by



731 James Street | Suite 200 | Syracuse, NY 13203 | www.cnyfairhousing.org | Phone (315) 471 0420

City of Watertown Fair Housing Enforcement and Education Program 2018 Summary Report

The following report summarizes activities conducted by CNY Fair Housing under our contract with the City of Watertown between January 1, 2018 and December 31, 2018.

Outreach Activities:

CNY Fair Housing conducted three presentations in the City of Watertown in 2018.

- 4/5/18 Jefferson County Fair Housing Round Table
Location: Italian American Civic Association
Reach: 60 people including service providers, housing providers, and government officials
Interactive discussion of fair housing scenarios including common fact patterns in discrimination cases and recent updates to fair housing law
- 10/12/18 Fair Housing Fundamentals for Landlords
Location: Watertown Urban Mission
Reach: 23 people
Topics covered included fair housing basics, reasonable accommodations and modifications, and fair housing updates
- 10/12/18 Fair Housing Fundamentals for Service Providers and Tenants
Location: Watertown Urban Mission
Reach: 5 people including service providers and tenants
Topics covered included fair housing basics, reasonable accommodations and modifications, and fair housing updates
Training resulted in referral of case that is currently being prepared to file in federal court

CNY Fair Housing conducted marketing activities in Watertown and the surrounding area to educate housing consumers on their fair housing rights. Activities include the following:



731 James Street | Suite 200 | Syracuse, NY 13203 | www.cnyfairhousing.org | Phone (315) 471 0420

Two billboards on Military Status/Disability discrimination ran from 8/1/2018 through at least 10/12/2018. Locations for billboards are Rt. 81 South near Exit 44 and Rt. 11 two miles north of Rt. 232. City of Watertown contract paid 28% of cost of billboards while remaining cost was paid by matching funds. Additional advertising time also provided as in-kind donation.



Enforcement Activities:

CNY Fair Housing investigated seven complaints of housing discrimination in the City of Watertown to date. In five of the cases, CNY Fair Housing staff provided counseling to individuals on denials, differential treatment, and reasonable accommodations related to the following issues: emotional support animals, snow removal, denials due to wheelchair use, mold, and denials due to behavioral issues. In two cases, discriminatory actions were suspected but the client opted not to pursue the complaint further. The agency provided advocacy for one client regarding an accommodation for a unit transfer that was resolved. Finally, the agency investigated one complaint related to an eviction due to domestic violence and is preparing a complaint to be filed in federal court in early 2019.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WATERTOWN
AND
CNY FAIR HOUSING**

THE CITY OF WATERTOWN (“City”) wishes to secure the services of **CNY FAIR HOUSING** to conduct Fair Housing Education and Enforcement activities in the **City**.

Term:

The twelve-month period (January 1, 2019 – December 31, 2019) shall be the contract period. Services enumerated below shall be performed within the contract period.

Services:

CNY Fair Housing agrees to undertake the following:

- Fair Housing Education – Conduct two trainings for local housing providers, housing consumers and/or human service providers working with members of protected classes.
- Fair Housing Marketing – Conduct direct marketing to the broader public through the use of posters and/or billboards.
- Complaint Intake – Accept fair housing complaints referred by the City of Watertown and other local partners. Complaints will be investigated to determine if discrimination has occurred and the agency will provide counseling, conduct advocacy, and, if necessary, provide legal representation to victims of discrimination. Complaints that are determined to not be fair housing related will be referred to appropriate services.

The **City** agrees to:

- Refer complaints of housing discrimination to **CNY Fair Housing**.
- Assist **CNY Fair Housing** in promoting fair housing trainings.
- Pay **CNY Fair Housing** a not-to-exceed sum of \$5,000 for actual expenses incurred, based on hours worked during the contract period. **CNY Fair Housing** will itemize all costs.

In the event that additional work (beyond the scope of this MOU) is requested, **CNY Fair**

Housing will provide estimates in advance of its performance of said work. Estimates shall be based on time, materials and travel costs.

Payment shall be due upon completion of the project. Partial payment(s) may be authorized by the **City**, at its discretion.

CNY Fair Housing will provide to the **City** quarterly reports detailing activities completed. At the conclusion of the contract, **CNY Fair Housing** will provide a final report summarizing all activities and identifying areas of concern for the **City** to consider in its efforts to Affirmatively Further Fair Housing.

Assignment: Neither party shall assign, transfer, convey or otherwise dispose of this agreement or any of their rights, title or interest therein or the power to execute this agreement without the prior written consent of the other party.

Auditing Clause: **CNY Fair Housing** shall be subject to compliance audits at random intervals. Audits shall include both financial and programmatic checks as they apply to the signed agreement. The auditor shall make determination on procedures and proper expenditures of funds.

Conflict of Interest Clause: **CNY Fair Housing** assures that no person under its employ who exercises any functions or responsibilities in connection with City of Watertown funded projects or programs has any personal financial interests, direct or indirect in this agreement.

Executory Clause: It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available* to the **City** and no liability on account thereof shall be incurred by the **City** beyond monies available for the purpose thereof.

*General Municipal Law 109-b: "available" in an executory clause "relates to the appropriation of funds by the Legislature and the allocation of such funds by the appropriate officer or body such that the unavailability is dependent upon a legislative or budgetary determination or directive not to provide funds for the expenditure in question."

General Municipal Law:

a) This agreement is subject to the provisions of Sections 103-a and 103-b, as amended, of the New York General Municipal Law, which requires, upon the refusal of a person, when called before a Grand Jury, head of State Department, Temporary State Commission or other State entity or the organized crime task force in the Department of Law to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, such person sign a waiver of immunity against subsequent criminal prosecution or answer relevant questions concerning such transaction or contract.

b) Such person, and any firm, partnership or corporation of which he is a member, partner, director, or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public

department, entity or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and

c) Any and all contracts made within any municipal corporation or any public department, governmental entity or official thereof, since the effective date of this contract, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

Independent Contractor (non-employee): The relationship of **CNY Fair Housing** to the **City** arising out of this Agreement shall be that of an Independent Contractor. **CNY Fair Housing**, in accordance with his status as an Independent Contractor, covenants and agrees that he, she or it will conduct himself consistent with such status, that he, she or it will neither hold himself, herself or itself out as, nor claim to be, an officer or employee of the **City** by reason hereof, and that he, she or it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the **City**, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership of credit.

Liability:

a) **CNY Fair Housing** shall hold and save the **City of Watertown**, its official agents and employees harmless from liability of any nature or kind, including costs and expenses, for, on account of any suits or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the **CNY Fair Housing**. The **CNY Fair Housing** shall not hold itself out as representing the **City** or binding the **City** in any agreement.

b) **CNY Fair Housing** agrees that all of its employees shall be fully covered by worker's compensation, and New York State disability insurance coverage, and that **CNY Fair Housing** shall have full and adequate liability insurance at all times in the minimum amounts of \$1,000,000 individual and \$3,000,000 aggregate.

Modification and Termination:

a) **CNY Fair Housing** agrees to submit a written request to modify any budget line.

b) **City** agrees to respond to any reasonable request within five (5) working days.

c) **City** reserves the right to make a modification to this agreement as specified in the terms of this agreement.

d) **CNY Fair Housing** agrees to attempt to resolve disputes arising from this agreement by administrative processes and negotiation in lieu of litigation.

This proposal shall serve as the agreement between the **City** and **CNY Fair Housing**. The **City** or **CNY Fair Housing** may terminate this agreement for convenience upon thirty days' written notice, certified mail, return receipt requested. Upon termination, any outstanding fees due to **CNY Fair Housing** shall be honored.

City of Watertown

Date

Sally A. Santangelo, Executive Director
CNY Fair Housing

Date

December 10, 2018

To: Richard M. Finn, City Manager
From: Jennifer Voss, Senior Planner
Subject: Approving CDBG Grant Agreement with CARES of NY, INC for the 2018 Point in Time Outreach and Education Initiative

The Community Development Block Grant (CDBG) Annual Action Plan that was adopted by the City Council on August 20, 2018 included \$8,200 for the support of the 2019 Point in Time Outreach and Education Initiative Project. The project involves the creation of a marketing and outreach program to support of the 2019 HUD Point In Time count of the homeless that is conducted by CARES of NY, Inc on behalf of the Points North Housing Coalition. The Points North Housing Coalition is a coalition of local organizations working to combat homelessness in the Northern New York area.

An agreement between the City of Watertown and CARES of NY, Inc, for the grant has been drafted and is attached. CARES will use the funds to develop a marketing and outreach program to promote a "Homeless No More" event in the City that they will host. The goal of the event is to reach individuals who may be experiencing homelessness and provide them with information on how to find assistance in the community. As the event will occur on the same day as the Point In Time count of the homeless, it will also aid in obtaining an accurate count of homeless in the area.

The annual Point In Time Count of the homeless is required by the U.S. Department of Housing and Urban Development (HUD) and involves taking a detailed count of homeless individuals and families in emergency housing, transitional housing programs, or on the street on a single night in January. The count captures a snapshot of homelessness in the three-county area and is submitted to HUD annually to maintain over 1.2 million dollars of Continuum of Care funding for homeless housing programs.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

Action: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Approving CDBG Grant Agreement
With CARES of NY, INC for the 2018
Point in Time Outreach and Education
Initiative

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’s Community Development Block Grant (CDBG) Annual Action Plan for program year 2018 includes the support of the Point in Time Outreach and Education Initiative, and

WHEREAS the Annual Action Plan identifies the Point in Time Outreach and Education Initiative to be \$8,200 in funding for the development of a marketing and outreach program in support of the 2019 Point in Time count of the homeless, and

WHEREAS the recipient of funds for the Point in Time Outreach and Education Initiative will be CARES of NY, Inc., and

WHEREAS a Grant Agreement between the City of Watertown and CARES of NY, INC. for the CDBG funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with CARES of NY, INC, for the 2018 Point in Time Outreach and Education Initiative, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Richard M. Finn, is hereby authorized and directed to execute the Grant Agreement on behalf of the City Council.

Seconded by

**GRANT AGREEMENT
BETWEEN
THE CITY OF WATERTOWN
AND
CARES OF NY, INC**

The **CITY OF WATERTOWN**, a New York municipal corporation with a mailing address of 245 Washington Street, Watertown, New York 13601 (hereinafter referred to as the “**Grantor**”), and **CARES of NY, INC**, a Not-For-Profit Corporation with an address of 200 Henry Johnson Boulevard, Suite 4, Albany, New York 12210 (hereinafter referred to as the “**Grantee**”) have entered into this Grant Agreement effective the _____ day of _____ 2018.

Whereas the Grantee is the administrator of a program for the homeless known as a Continuum of Care for the Points North Housing Coalition, a coalition of local organizations working to combat homelessness in the Northern New York area, and

Whereas the Grantee conducts an annual Point in Time Count (“PIT”) of the homeless in Jefferson, Lewis and St. Lawrence Counties New York as required by the U.S. Department of Housing and Urban Development (HUD) on behalf of the Points North Housing Coalition, and

Whereas the PIT Count involves taking a detailed count of homeless individuals and families in emergency housing (including emergency shelters or hotel/motel paid for through the Department of Social Services), transitional housing programs, or on the street on a single night in January, and

Whereas the PIT Count captures a snapshot of homelessness in the three-county area and must be submitted to HUD annually to maintain over 1.2 million dollars of Continuum of Care funding for regional homeless housing programs, and

Whereas the Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), and wishes to utilize the Grantee to perform the PIT count and other services designed to obtain accurate data, and

Whereas the Grantee has agreed to perform the PIT count and to conduct an Outreach and Education Initiative as part of the PIT Count that includes a Homeless No More event(s), and

Whereas CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-18-MC-36-0121 dated August 7, 2018, and

Whereas for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from its CDBG funds in the amount of Eight Thousand Two Hundred Dollars and 00/100 CENTS(\$8,200.00) (hereinafter referred to as the “**Grant Funds**”) to Grantee for the purposes and uses set forth in this Grant Agreement, and

Whereas the Grantee agrees to use the funds exclusively for the support of the 2019 Point in Time Outreach and Education Initiative for the development and purchase of marketing and outreach materials (“**Grant Purposes**”) incurred by the Grantee in support of the 2019 HUD Point in Time count of the homeless (the “**Project**”).

The Parties Agree as Follows:

Grantee agrees to undertake the following:

1. Grantee will host a minimum of one Homeless No More events located in the City of Watertown on the same day as the Point-In-Time Count of the homeless.
2. Grantee will reach out to marketing and advertising vendors for a minimum of two quotes per marketing type to create promotional materials such as television, radio and internet advertising to promote the Homeless No More events.
3. Grantee will pay the marketing and advertising vendors for their work.
4. Grantee will perform the PIT count in January 2019 and provide Grantor with the data and report necessary for the Grantor’s report to HUD’s IDIS system.
5. Grantee will send a copy of paid invoices to the Grantor for its files.
6. Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent and further agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of Community Development Block Grant funds for the Project, including but not limited to number of persons assisted.

Grantor agrees that it will:

1. Participate with the Points North Housing Coalition’s Point-in-Time Committee to review all marketing decisions.
2. Issue a payment to CARES of NY, INC. for the 2019 Point in Time Count Outreach and Education Initiative in the amount of \$8,200 at the conclusion of the project, and in no event, no later than April 15, 2019.
3. The City of Watertown will report directly to HUD on this project.

Other:

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age,

handicap or family status during the Homeless No More events.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

CDBG funds will be used to conduct extensive media outreach. Funding will cover all types of media including production of and air time for a television commercial and radio advertisements, etc. These media outlets will deliver the message of the Point In Time Count and will market the Homeless No More events.

Grantee hereby certifies that it is in complete control to use the Grant Funds for the Grant Purposes. This document contains the entire **Grant Agreement** between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This **grant** will be governed by the laws of the State of New York. This **grant** may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This **grant** may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be executed as of the date first written below.

CARES of NY, INC,

By: Nancy Chiarella
Its: Executive Director

Date

CITY OF WATERTOWN

By: Richard M. Finn
Its: City Manager

Date

Res No. 19

December 12, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Sidewalk Improvement Special Assessment District No. 13,
Public Hearing

City Engineer Justin L. Wood previously provided the attached report for City Council consideration that details the proposed areas to be included in the Sidewalk Improvement Program for the 2019 construction season, in the Gill St, Bronson St, Indiana Ave North neighborhood.

As in previous years, the work performed will be incorporated in a Special Assessment Program that provides property owners with an opportunity to pay the costs associated with the improvements to the sidewalks over a ten-year period. Property owners have the option of having the City perform the work, hiring a contractor to do the work, or doing the work themselves.

As you will recall, under the Charter provisions related to Special Assessment programs, the City must send notices to all the property owners advising them that they will be included in this year's program and that there will be a public hearing to consider whether all or a portion of the cost for the proposed sidewalk improvements should be a charge or expense upon the abutting property owner. While the City Council cannot officially determine what the charge will be to the property owners until after a Public Hearing, Staff will prepare the notices to property owners using the \$10.00 per sq. ft. rate with a maximum charge "Cap" of \$3,000 per property for work completed (excluding taxes), as directed by City Council at the Dec 10, 2019 Work Session.

Now that the proposed district location and rate have been agreed upon by City Council, a Public Hearing needs to be scheduled. In support of this initiative, a resolution has been prepared which instructs Staff to send notices to all of the property owners and schedules the Public Hearing for Tuesday, February 19, 2019, at 7:30 p.m. in City Council Chambers.

RESOLUTION

Page 1 of 1

Sidewalk Improvement Special
Assessment Program, District No. 13

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 Engineering Department has inspected sidewalks within the City of Watertown, and

WHEREAS it has been determined that the condition of sidewalks on certain streets are in need of repair and/or replacement, and

WHEREAS the City Council of the City of Watertown feels it is in the overall public interest to provide property owners within the City of Watertown with an opportunity to pay for said repair/replacement work through a Special Assessment Program,

NOW THEREFORE BE IT RESOLVED that a Public Hearing will be held on Monday, February 17, 2019, at 7:30 p.m. at which time property owners included in the Special Assessment Program will have an opportunity to make comments on whether all or a portion of the cost for proposed sidewalk improvements should be a charge or expense upon the abutting property owners, and

BE IT FURTHER RESOLVED that the City Engineering Department will send notices to all property owners notifying them of their inclusion in this year's program and that there will be a public hearing to consider whether all or a portion of the cost for proposed sidewalk improvements should be a charge or expense upon the abutting property owners, and

BE IT FURTHER RESOLVED that the properties included in the Sidewalk Special Assessment Program, District No. 13, are those detailed in the attached report.

Seconded by



1869

CITY OF WATERTOWN, NEW YORK

DEPARTMENT OF ENGINEERING

Room 305, Municipal Building

245 Washington Street

Watertown, New York 13601

Tel. (315) 785-7740

Fax (315) 785-7829

**City of Watertown
Sidewalk Maintenance Program**

**Proposed Work Areas:
District #13 (2019)**

October 31, 2018

Proposed By:

Sean O'Connor, Sr. Engineering Tech.



CITY OF WATERTOWN, NEW YORK

DEPARTMENT OF ENGINEERING

Room 305, Municipal Building
245 Washington Street
Watertown, New York 13601

Tel. (315) 785-7740
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The purpose of this report is to provide information so that locations can be chosen for District #13 of the sidewalk program.

The proposed streets and the specific blocks are as follows:

- Indiana Ave 200 Block
- Gill Street 1000-1100 Blocks
- Bronson Street 1100 Block
- Pleasant St N 200 Block (Partial)

The City has received complaints about the sidewalks in this area within the last couple of years. Indiana Ave. North 100 block was part of District #8 (2015) along with Columbia Street. District #3 (2007) featured Monroe Ave, Pearl Ave N. and Colorado Ave. Proposed District #13 will provide a corridor of newly updated walks connecting to the Huntington Trail CDBG Project, build upon previously improved Sidewalk District neighborhoods connecting to State St and the Ohio Street School. By concentrating on this area, the City will be able to greatly improve the pedestrian corridor from outlying residential neighborhoods to a main arterial, State Street, as well as safer routes to school.

There are three properties (1120 Bronson, 279 California Ave N, 297 Indiana Ave N) located along the corridor of Bronson Street 1100 have walks that are nonexistent.

Exhibit A: 279 California Ave N – 1120 Bronson St.



For these three properties, we will be in-filling new walk to connect to existing walk at Indian Ave / Bronson intersection to walk that extends to Pleasant Street N and beyond.



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Table A: Estimated Area Of Work Per Street

Main streets include corner properties with their sqft estimates

Street	Approx. Total SF Area Of Work	Approx. Total SF with entrance walks
Bronson St 1100	3848	4008
Gill Street 1000	3116	3276
Gill Street 1100	3796	3956
Indiana Ave N 200	2552	2632
Pleasant St N	732	812
Total	14044	14684

Bronson St. 1100 Block





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Gill St. 1000 Block



Gill St. 1100 Block





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Indiana Ave. N 200 Block



Pleasant St. N 200 Block (partial)



The proposed district is approximately 15,000 SQFT district. The start date for District #13 is tentatively set for May 1st, 2019. The proposed work is scheduled to be completed end of July 2019. A bid will be required to fulfill the work estimated.



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Sidewalk Program District #12, was split into two projects, one completed by the City's in house crew in the fall of 2017, and one completed by a private contractor in the summer-fall of 2018. The total cost of the district was _____ (break out city cost and sf and CSI cost and sf) \$159,375.11, for 9700 sqft which was \$16.43/sqft averaged between the city starting district 12 and bidding out the second half of the project. The following are completed sections of District 12 completed by winning bidder Concrete Slipform Inc.

Lynde St E 100





1869

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DEPARTMENT OF ENGINEERING

Room 305, Municipal Building

245 Washington Street

Watertown, New York 13601

Tel. (315) 785-7740

Fax (315) 785-7829

Lansing St 500



Res No. 20

December 12, 2018

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Re-adoption of the Fiscal Years 2018-19 through 2022-23 Capital Fund Budget

City staff is recommending City Council modify the Fiscal Year 2018-19 Capital Budget to add the project of renovating the Fairground grandstand bathrooms and delete the Fairgrounds clubhouse renovations. City staff has contacted DASNY regarding the grant implications of swapping the projects, and they are agreeable to the modification.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to be "RMF", written over a vertical line that serves as a signature line.

RESOLUTION

Page 1 of 1

Readopting Fiscal
Years 2018-19 through 2022-23
Capital Budget

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 on June 4, 2018 the City Council adopted the Fiscal Years 2018-19 through 2022-23 Capital Budget, and

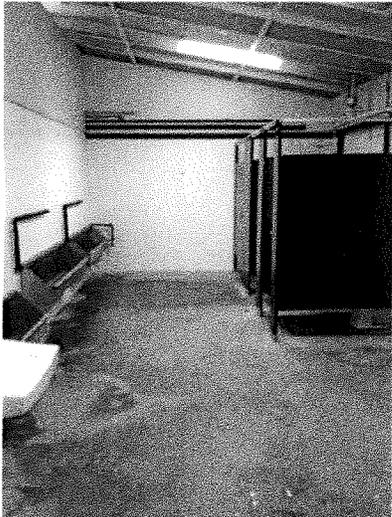
WHEREAS the Adopted Fiscal Year 2018-19 Capital Fund Budgets contained funding to repair the Fairgrounds Grandstand clubhouse in the amount of \$35,000 and,

WHEREAS City staff is recommending the Fairgrounds Grandstand clubhouse renovations be swapped for the renovations of the Fairground Grandstand bathrooms also in the amount of \$35,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2018-19 through 2022-23 Capital Budget to add the renovations of the Fairgrounds Grandstand restrooms at an estimated cost of \$35,000 and delete the project of renovating the Fairgrounds Grandstand clubhouse.

Seconded by

FISCAL YEAR 2018-2019
 CAPITAL BUDGET
 FACILITY IMPROVEMENTS
 FAIRGROUNDS

PROJECT DESCRIPTION	COST
<p>Grandstand Public Restroom Renovations</p> <p>The Fairgrounds Grandstand public restrooms are used by people attending athletic events for the Watertown Rapids, Jefferson Community College, high school and youth games, as well as the Jefferson County Fair, and many other public events. This project scope includes hiring a contractor to replace deficient fixtures, which may include toilets, sinks, and urinals. It also includes replacing the urinal and toilet stall partitions, and upgrading the ventilation exhaust system.</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div> <p>This expenditure is contingent upon receiving a DASNY grant providing \$25,000 and a transfer from the General Fund (A 9950.0900- \$10,000).</p>	<p>\$35,000</p>
TOTAL	\$35,000

Res No. 21

December 12, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Intergovernmental Agreement With the County to Provide Dog Control Services

The current annual cost for Dog Control services provided by the County is \$89,135. The new Agreement submitted by the County would increase the City's annual expense by \$55,865 for an annual total cost of \$145,000 (59.6% increase). In addition, the proposed new County Agreement would create a new section which would require the City and the 14 Towns to pay for all prorated capital cost spent on the Dog Control Program each fiscal year. At the present time, it is uncertain what these costs might be so this would create some uncertainty about what the total annual cost of the program would be for the City. The City would also remit to the County a fee of \$2.50 for each dog license in the City. This equates to \$4,475 per year based on the number of dog licenses issued last year. (Projected 2019 costs would be \$149,475).

The proposed Agreement submitted by the County provides for a Section which establishes a five-year term which ends on December 31, 2023. Unlike the previous Dog Control Agreement, there is no ability for any Town or the City to request an early termination of the services. As presented, the City would be required to remain in the Agreement for five years.

Under the current five-year Dog Control Agreement, the City (and any municipality) could withdraw from the Agreement at the end of each calendar year. This requires a written correspondence to the County a minimum of six months prior to the calendar year by the requesting municipality. This same termination section was used by the County when it informed the City of its intent to terminate our existing Agreement one year early (our existing Agreement was due to expire on December 31, 2019).

During the past two months, the City Manager's office has hosted several meetings with representatives from the neighboring Towns (a three-person delegation representing the 14 Towns). It was of critical importance that the City work with the 14 Towns since the County has required that it will only continue its Dog Control Program (beyond December 31, 2018) if all 14 Towns and the City agree to enter into a new five-year Agreement.

The representatives from the 14 Towns have indicated that they need someone to provide good, cost effective Dog Control Service to their respective Towns. Although all 14 Towns have agreed to enter the five-year Agreement with the County, it

is my belief that they are interested in continuing the discussion with the City to determine if a consortium lead by the City could undertake effective Dog Control in a more cost effective manner.

It is the intent of the City Manager's office to continue to work with the 14 Towns to identify an option which would provide an effective Dog Control program which is cost effective. The City would work with the 14 Towns, along with the Veterinarian Association, the County, the SPCA and any other interested party to determine what potential alternatives are available. Approval of the Agreement as presented by the County would prevent this from taking place unless the Agreement was amended.

At the present time, I believe that the new County requirement for the City to take on the capital expenditures on a prorated basis is problematic. This new section could potentially require the City to pay a significant amount beyond the set annual cost for the services. In addition, it would be problematic to enter into an Agreement that does not provide a section that allows the City to end the Agreement with proper notice. These two issues could have significant financial consequence which could adversely affect the City.

The County has indicated a willingness to discuss an MOU to allow termination of the Agreement, but this would be after the Agreement is approved. There is no guarantee that such an MOU would provide the City with the relief required. The City Attorney has indicated the best place to deal with these two issues is in the actual Agreement from a legal perspective. On Wednesday, December 12, I met with the county Administrator, Bob Hagemann, and Vince Moore, Township Supervisor for the Town of Lorraine, to work towards the development of an MOU which would allow the City and Towns to provide a six month notice to end the Agreement with the County. Given this recent development, it is my recommendation that the City Council take the following action:

Approve the attached five-year Dog Control Agreement with the County and authorize the City Manager to execute the Agreement subsequent to the City/Towns/County developing and executing an acceptable MOU. The MOU would provide for a process that would examine/study the feasibility of the City and Towns to withdraw from the Dog control Agreement provided that the City and Towns identify and agree to a new model of Dog Control Services that would be operated in a consortium approach made up of the City and the Towns (which decide to participate). The city and the Towns would determine the level of service that would be provided by the new consortium.

In closing, it is important to note that the City has advised the County and the Towns that if the City decides to leave the County Dog Control Program, the City would extend an invitation to all 14 Towns to join the City in creating a consortium to provide more cost effective Dog Control Services.

RESOLUTION

Page 1 of 1

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

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

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

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

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

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

BE IT FURTHER RESOLVED that approval of this Agreement is contingent upon an acceptable MOU between the City/County/Towns to provide for a process that would examine/study the feasibility of the City and Towns to withdraw from the Dog Control Agreement provided that the City and Towns identify and agree to a new model of Dog Control Services that would be operated in a consortium approach made up of the City and the Towns (which decide to participate),

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Agreement, as well as the MOU, once an acceptable MOU is agreed to, on behalf of the City of Watertown.

Seconded by

INTERGOVERNMENTAL AGREEMENT RELATIVE TO DOG CONTROL SERVICES

This sets forth an Agreement made the _____ day of _____, 2018, by and between the County of Jefferson (the "County"), with municipal offices located at 195 Arsenal Street, Watertown, New York 13601, and the City of Watertown (the "City"), with municipal offices located at 245 Washington Street, Watertown, New York 13601.

Recitals

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

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

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

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

Agreement

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

1. Term:

This Inter-Municipal Agreement shall be for a term of five (5) years, beginning on January 1, 2019 and ending on December 31, 2023.

2. Obligations of the County:

- a. The County shall provide the City with the dog control services required by Article 7 of the New York Agriculture and Markets Law and will enforce certain provisions of Chapter 81 of the Watertown City Code, Article I (Sections 81-1, 81-5.1, 81-6, 81-9 and 81-13), Article IA and Article IV, as may be amended, and is hereby included in Addendum A.
- b. The County shall provide and maintain a shelter for seized dogs; will properly care for all dogs in such shelter; will make available for adoption seized dogs not redeemed as provided for in the City Code and when required will make necessary arrangements to humanely euthanize. The shelter shall at all times during the term of this Agreement be under the care and charge of the County and shall be open to the public at reasonable hours.
- c. The County shall adhere to all provisions of Article 7 regarding the seizure, holding, care, redemption and disposition of seized dogs, and will keep all records required by New York Agriculture and Markets Law.
- d. The County shall collect and retain all impoundment fees; the County shall establish

shelter redemption and adoption fees when deemed appropriate.

- e. Enumeration services will be provided annually, with approximately one half of the city being done each year. The Dog Control Office shall notify the City Clerk in advance of the provision of these services.
- f. The County shall maintain complete financial records concerning the operation of the dog shelter and its dog control services. The County shall submit an annual program report to the City on or about January 31st of the following year.
- g. The City hereby authorizes the County Dog Control Officer to prosecute actions arising under Section 118 (1) of the Agriculture and Markets Law as violations under the Penal Law. The County will prepare all paperwork necessary for the prosecution of violations of the City Code, and the County's dog control officers will cooperate with the City Attorney for those prosecutions.
- h. The County shall report to the City every 30 days, in a clear and legible manner, the name, address and contact number of City residents responsible for adopting a dog from the County shelter.
- i. The County shall be responsible for removing all dog carcasses from public property within the City.
- j. The County shall investigate the status of an unlicensed dog, as documented in the City's monthly report, and will provide to the City a monthly report which includes the status of the dog, the attempt(s) to contact the owner, and the issue of an appearance ticket, if required.
- k. Inclusive of Dog Control Services is coverage within the City after normal office hours. The nature of such services is hereby included in Addendum B.

3. Obligations of the City:

- a. Prior to the adoption of any amendments to Chapter 81 of the Watertown Municipal Code, the City will notify the County. A copy of Chapter 81 of the Watertown Municipal Code as included in Addendum A.
- b. The City shall remit \$145,000 to the County for 2019 services in the City's Fiscal Year 2019-2020. In subsequent years, the amount the City pays will be adjusted by the C.P.I.
- c. In addition to the money described in sub-paragraph b, the City shall remit to the County, on a monthly basis, a portion of all license fees collected by it in the preceding month equal to \$2.50 per dog.
- d. The City will be responsible for its fair share of annual capital costs incurred for the Dog Control Program as defined as its percentage of licensed dogs to the total for the year.
- e. The City shall be responsible for the removal and disposition of animal carcasses on City-owned property and private property if owner so requests and City is

willing to do so.

- f. The City shall remit to the County on a monthly basis, a report of owners whose dog's license has expired.

4. Severability:

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

5. Obligation Limited to Funds Available:

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

6. Amendment and/or Modification:

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

7. Termination:

This agreement may be terminated by either party at the end of 2023 by the giving of notice in writing at least six months prior to the end of said calendar year, said six month period to commence on the day of mailing of said notice.

8. No Waiver:

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

9. Compliance With All Laws:

The County agrees that during the performance of the work required pursuant to this agreement, the County and all employees working under its direction and within the scope of employment shall comply with all applicable federal, state, and local laws, ordinances, rules, and/or regulations controlling or limiting in any way the performance of the work required by this agreement. Any and all provisions required by law to be incorporated into this agreement shall be deemed to be inserted herein, and this agreement shall be read and enforced in conformance with such provision(s).

10. Right of County to Subcontract Services:

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

11. Choice of Law:

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

County of Jefferson, New York.

12. Notices:

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

Notice to the County:

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

Notice to the City:

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

13. Extent of Agreement:

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

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

Dated: _____

The City of Watertown

By: _____

Dated: _____

The County of Jefferson

By: _____

Addendum A: Chapter 81 of Watertown Municipal Code

Addendum B: After Hours Coverage

A Dog Control Officer is on call each night of the week after regular business hours Monday through Sunday. This is done by a pager system commencing when the office closes until the next day when the office is opened.

Jefferson County Dispatch pages the officer on duty after hours. Examples of activities Dog Control responds to include:

1. Pick up and care for injured dogs that are without owners being found at the time of the call.
2. Dangerous dogs actively pursuing people or when someone has been bitten and it is unknown as to where or who the dog belongs to.
3. Any other call that requires immediate attention that involves public safety to include the following:
 - a. DWI arrest, where they have a dog(s) in a vehicle
 - b. House fires, with dogs involved
 - c. Cruelty cases where emergency action is required
 - d. Motor vehicle accidents where dog(s) are inside the vehicle
 - e. Dead dogs in a public place
 - f. Drug (arrests) busts

RESOLUTION

Page 1 of 3

To Settle Action to Review Real Property Assessment Challenge at 391 College Heights, Watertown, NY 13601
 Parcel Nos: 8-40-110.000 & 8-40-111.000

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 certain premises owned by Home Depot USA, Inc. in the City of Watertown at 391 College Heights, known as Parcel No. 8-40-110.000 and Parcel No. 8-40-111.000 on the assessment roll and map of the City (“Home Depot”) are assessed for the payment of taxes starting with tax year 2014 as follows:

2014	Parcel 8-40-110.000	\$4,332,300
	Parcel 8-40-111.000	\$2,594,000
2015	Parcel 8-40-110.000	\$4,332,300
	Parcel 8-40-111.000	\$2,594,000
2016	Parcel 8-40-110.000	\$4,332,300
	Parcel 8-40-111.000	\$2,594,000
2017	Parcel 8-40-110.000	\$4,332,300
	Parcel 8-40-111.000	\$2,594,000
2018	Parcel 8-40-110.000	\$4,332,300
	Parcel 8-40-111.000	\$2,594,000, and

WHEREAS “Home Depot” has heretofore duly instituted in the Supreme Court proceedings to review the assessment and the determination of the Board of Assessment Review of the City for the tax years 2014-2018, and

WHEREAS the parties, after exchange of trial appraisals, have agreed that the assessment for the years 2014, 2015, 2016 and 2017 shall remain unchanged and the tax assessment challenges for such years shall be discontinued with prejudice, and

WHEREAS the parties have agreed that the assessment on the subject property for 2018

RESOLUTION

Page 2 of 3

To Settle Action to Review Real Property Assessment Challenge at 391 College Heights, Watertown, NY 13601
Parcel Nos: 8-40-110.000 & 8-40-111.000

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

shall be set at \$6,300,000, and

WHEREAS in consideration of the City adjusting and/or setting the assessment as set forth above, the Petitioner agrees not to commence tax assessment review proceedings pursuant to Article 7 of the Real Property Tax Law of the State of New York or under any other applicable provision of law for tax years 2019, 2020, and 2021 except as otherwise authorized by RPTL §727, and

WHEREAS the City reserves the right to adjust the assessment on the subject property for years 2019 – 2021 as authorized by RPTL §727 and similarly the Petitioner shall not be barred from challenging and/or commending proceedings to review the assessment on the subject premises in those instances, and

WHEREAS a compromise and settlement of the aforesaid proceedings upon the above basis is deemed in the best interest of the Respondents

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that the attorneys for the City of Watertown be and are hereby authorized, empowered and directed to enter into a formal Stipulation of Settlement and Discontinuance of the aforesaid proceedings with counsel of “Home Depot” on the following terms and conditions:

1. The total assessment of the subject property shall remain unchanged for tax years 2014, 2015, 2016 and 2017.
2. The total assessment for the subject property shall be set at \$6,300,000 for tax year 2018 and as so adjusted shall be finally fixed and determined.
3. That the above adjustments, with rebates for 2018 are made in consideration of the Petitioner’s agreement not to commence tax assessment review proceedings pursuant to Article 7 of the Real Property Tax Law of the State of New York, or under any other applicable provision of law, for tax years 2019 – 2021 so long as

RESOLUTION

Page 3 of 3

To Settle Action to Review Real Property Assessment Challenge at 391 College Heights, Watertown, NY 13601
Parcel Nos: 8-40-110.000 & 8-40-111.000

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

the assessment is fixed as set forth above.

4. That the City reserves the right to adjust the assessment of the subject property as authorized by RPTL §727 during years 2019 – 2021.
5. That in the instances specified at paragraph 4, the Petitioner reserves the right to challenge the assessment on the subject property as relates to RPTL §727.
6. That an Order of the Supreme Court shall be made and entered settling the aforesaid proceedings to review said assessment without costs to either party as against the other and upon the terms and conditions set forth above, and

BE IT FURTHER RESOLVED that the City Assessor and all other municipal officers, agents or employees be and they hereby are directed to do such acts and things as may be necessary to give full force and effect to the aforesaid settlement.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

Seconded by

RESOLUTION

Page 1 of 3

To Settle Action to Review Real Property Assessment Challenge at 924 Arsenal St, Watertown, NY 13601
Parcel No: 8-05-104.001

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 certain premises owned by Lake Creek Properties LLC c/o McDonald’s Corp. in the City of Watertown at 924 Arsenal Street, known as Parcel No. 8-05-104.001 on the assessment roll and map of the City (“Arsenal St. McDonalds”) are assessed upon the assessment of the City for the payment of taxes starting with tax year 2014 as follows:

2014	\$1,608,700
2015	\$1,608,700
2016	\$1,608,700
2017	\$1,608,700

(NOT including the adjacent rear parking lot known as Parcel No. 8-01-118.000), and

WHEREAS “Arsenal St. McDonalds” has heretofore duly instituted in the Supreme Court proceedings to review the assessment and the determination of the Board of Assessment Review of the City for the tax years 2014-2018, and

WHEREAS the parties, after exchange of trial appraisals, have agreed that the assessment shall be adjusted to \$1,450,000 for the years 2014, 2015, 2016 and 2017 shall be further adjusted to \$1,500,000 for tax year 2018 all in consideration of the City’s trial appraisal, and

WHEREAS in consideration of the City adjusting and/or setting the assessment as set forth above, the Petitioner agrees not to commence tax assessment review proceedings pursuant to Article 7 of the Real Property Tax Law of the State of New York or under any other applicable provision of law for tax years 2019, 2020, or 2021 except as otherwise authorized by RPTL §727, and

WHEREAS the City reserves the right to adjust the assessment on the subject property

RESOLUTION

Page 2 of 3

To Settle Action to Review Real Property Assessment Challenge at 924 Arsenal St, Watertown, NY 13601
Parcel No: 8-05-104.001

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

for years 2019 – 2021 as authorized by RPTL §727, and

WHEREAS a compromise and settlement of the aforesaid proceedings upon the above basis is deemed in the best interest of the Respondents,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that the attorneys for the City of Watertown be and are hereby authorized, empowered and directed to enter into a formal Stipulation of Settlement and Discontinuance of the aforesaid proceedings with counsel of “Arsenal St. McDonalds” on the following terms and conditions:

1. The total assessment of the subject property owned by Lake Creek Properties LLC c/o McDonald’s Corp. in the City of Watertown at 924 Arsenal Street, known as Parcel No. 8-05-104.001 shall be reduced to \$1,450,000 for tax years 2014, 2015, 2016 and 2017 with rebates and as so adjusted shall be finally fixed and determined and that the assessment roll be corrected as required.
2. The total assessment for the subject property shall be set at \$1,500,000 for tax year 2018 and shall be reduced and adjusted with rebates.
3. That the above adjustments, with rebates, are made in consideration of the Petitioner’s agreement not to commence tax assessment review proceedings pursuant to Article 7 of the Real Property Tax Law of the State of New York, or under any other applicable provision of law, for tax years 2019 – 2021 so long as the assessment is fixed as set forth above.
4. That the City reserves the right to adjust the assessment of the subject property as authorized by RPTL §727 during years 2019 – 2021.
5. That in the instances specified at paragraph 4, the Petitioner reserves the right to challenge the assessment on the subject property as relates to RPTL §727.
6. That an Order of the Supreme Court shall be made and entered settling the

RESOLUTION

Page 3 of 3

To Settle Action to Review Real Property Assessment Challenge at 924 Arsenal St, Watertown, NY 13601
Parcel No: 8-05-104.001

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

aforesaid proceedings to review said assessment without costs to either party as against the other and upon the terms and conditions set forth above

BE IT FURTHER RESOLVED that the City Assessor and all other municipal officers, agents or employees be and they hereby are directed to do such acts and things as may be necessary to give full force and effect to the aforesaid settlement.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

Seconded by

RESOLUTION

Page 1 of 3

To Settle Action to Review Real Property Assessment Challenge at 1805 State St, Watertown, NY 13601
Parcel No: 5-16-101.000

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 certain premises owned by McDonald’s Real Estate Company c/o McDonald’s Corporation in the City of Watertown at 1805 State Street, known as Parcel No. 5-16-101.000 on the assessment roll and map of the City (“State St. McDonalds”) are assessed upon the assessment of the City for the payment of taxes starting with tax year 2014 as follows:

2014	\$1,163,100
2015	\$1,163,100
2016	\$1,163,100
2017	\$1,163,100, and

WHEREAS “State St. McDonalds” has heretofore duly instituted in the Supreme Court proceedings to review the assessment and the determination of the Board of Assessment Review of the City for the tax years 2014-2018, and

WHEREAS the parties, after exchange of trial appraisals, have agreed that the assessment shall be adjusted to \$910,000 for the years 2014 and 2015; \$925,000 for 2016 and 2017; and \$935,000 for tax year 2018 all in consideration of the City’s trial appraisal, and

WHEREAS in consideration of the City adjusting and/or setting the assessment as set forth above, the Petitioner agrees not to commence tax assessment review proceedings pursuant to Article 7 of the Real Property Tax Law of the State of New York or under any other applicable provision of law for tax years 2019, 2020, or 2021 except as otherwise authorized by RPTL §727, and

WHEREAS the City reserves the right to adjust the assessment on the subject property for years 2019 – 2021 as authorized by RPTL §727 and similarly the Petitioner shall not be

RESOLUTION

Page 2 of 3

To Settle Action to Review Real Property Assessment Challenge at 1805 State St, Watertown, NY 13601
Parcel No: 5-16-101.000

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

barred from challenging and/or commending proceedings to review the assessment on the subject premises in those instances, and

WHEREAS a compromise and settlement of the aforesaid proceedings upon the above basis is deemed in the best interest of the Respondents

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that the City attorneys of the City of Watertown be and are hereby authorized, empowered and directed to enter into a formal Stipulation of Settlement and Discontinuance of the aforesaid proceedings with counsel of “State St. McDonalds” on the following terms and conditions:

1. The total assessment of the subject property owned by McDonald’s Real Estate Company c/o McDonald’s Corporation in the City of Watertown at 1805 State Street, known as Parcel No. 5-16-101.000 shall be reduced for tax years 2014, 2015, 2016 and 2017 and as so adjusted shall be finally fixed and determined and that the assessment roll be corrected as required.
2. The total assessment for the subject property shall be set at \$910,000 for tax years 2014 and 2015; \$925,000 for 2016 and 2017; and \$935,000 for tax year 2018.
3. That the above adjustments, with rebates, are made in consideration of the Petitioner’s agreement not to commence tax assessment review proceedings pursuant to Article 7 of the Real Property Tax Law of the State of New York, or under any other applicable provision of law, for tax years 2019 – 2021 so long as the assessment is fixed as set forth above.
4. That the City reserves the right to adjust the assessment of the subject property as authorized by RPTL §727 during years 2019 – 2021.
5. That in the instances specified at paragraph 4, the Petitioner reserves the right to challenge the assessment on the subject property as relates to RPTL §727.

RESOLUTION

Page 3 of 3

To Settle Action to Review Real Property Assessment Challenge at 1805 State St, Watertown, NY 13601
Parcel No: 5-16-101.000

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

- 6. That an Order of the Supreme Court shall be made and entered settling the aforesaid proceedings to review said assessment without costs to either party as against the other and upon the terms and conditions set forth above, and

BE IT FURTHER RESOLVED that the City Assessor and all other municipal officers, agents or employees be and they hereby are directed to do such acts and things as may be necessary to give full force and effect to the aforesaid settlement.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

Seconded by

Ord No. 1

December 11, 2018

To: City Manager Richard M. Finn
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Changing the Approved Zoning Classification of 114 Dorsey Street,
Parcel Number 9-12-116.000, From Residence B to Commercial

A request has been submitted by Rejean Roux for the above subject zone change request. The Planning Board reviewed the request at its December 4, 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, January 7, 2019. A SEQRA resolution will be presented for City Council consideration at that meeting.

Action: City Manager recommends setting a public hearing for Monday, January 7, 2019 at 7:30 p.m.



ORDINANCE

Page 1 of 1

Changing the Approved Zoning
Classification of 114 Dorsey Street,
Parcel Number 9-12-116.000 from
Residence B to Commercial

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.

YEA	NAY

Introduced by

Total

BE IT ORDAINED where Rejean Roux, 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 114 Dorsey Street, Parcel Number 9-12-116.000 from Residence B to Commercial, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its December 4, 2018 meeting and adopted a motion recommending that City Council approve the zone change, and

WHEREAS the Jefferson County Planning Board reviewed the application at its meeting on November 27, 2018, pursuant to General Municipal Law Section 239-m, and adopted a motion that the project does not have any significant County-wide or inter-municipal issues and is of local concern only, and

WHEREAS a public hearing was held on the proposed zone change on January 7, 2019, 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

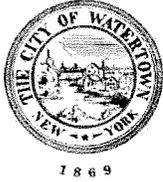
WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 114 Dorsey Street, Parcel Number 9-12-116.000, shall be changed from Residence B to Commercial 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



CITY OF WATERTOWN, NEW YORK

CITY PLANNING BOARD
ROOM 304, WATERTOWN CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7740

MEETING: December 4, 2018

PRESENT:

Larry Coburn, Chairperson
Michelle Capone
Neil Katzman
Linda Fields

ABSENT:

Katerina Dermody
Kerry Johnson

ALSO:

Michael Lumbis, Planning and Community
Development Director
Jennifer Voss, Senior Planner
Michael DeMarco, Planner
Geoffrey Urda, Planner
Benjamin Arquitt, Civil Engineer I

The December 4, 2018 Planning Board Meeting was called to order at 3:02 p.m. by Planning Board Chair, Larry Coburn. Mr. Coburn then called for a reading of the Minutes from the October 26, 2018 Planning Board Meeting. Ms. Fields made a motion to accept the minutes as written. Mr. Katzman seconded the motion and all voted in favor.

**ZONE CHANGE – 114 DORSEY STREET – PARCEL # 9-12-116.000
RESIDENCE B to COMMERCIAL**

The Planning Board then considered a request submitted by Rejean Roux to change the approved zoning classification of 114 Dorsey Street, Parcel Number 9-12-116.000 from Residence B to Commercial.

Patsy Storino, Licensed Land Surveyor, attended to represent the request.

Mr. Storino said that Mr. Roux could not attend the meeting and that he was attending to represent Mr. Roux's request. Mr. Storino began by identifying the block defined by Dorsey, Arsenal, Duffy and Glen Streets on the map in relation to the subject parcel. Mr. Storino then said that Mr. Roux owned the subject parcel, as well as four other contiguous parcels on the same block of Dorsey Street and Glen Streets, which he proceeded to identify on the map.

Mr. Storino then identified the red area on the map that fronted Arsenal Street as a Commercial Zoning District. He then said that he had spoken with Mr. Lumbis on the matter, and noted that while there was no Comprehensive Plan in the City, there was an adopted Land Use

Plan in 1987 that recommended the subject parcel, as well as the block identified above, for commercial use.

Mr. Storino then introduced John Bellanger, who owned 1015 Arsenal Street, a narrow parcel that bounds the subject parcel on the northern side. Mr. Coburn then asked if Mr. Storino could elaborate on the proposed use of the property. Mr. Storino replied that Mr. Roux would like to subdivide the subject parcel following the proposed zone change, and sell a sector to Mr. Bellanger, who would then assemble the separated rear piece with his 1015 Arsenal Street, which he would use for parking. Mr. Storino continued that Mr. Roux also planned to execute a series of subdivisions and assemblages to the south, with the end goal of adding depth to 1008 Glen Street (also owned by Mr. Roux), and making it more marketable as a potential residential parcel.

Mr. Bellanger then said that the parcel he owned was very thin, and that acquiring a portion of Mr. Roux's land would make ingress and egress easier. He said he had already approached his neighbors on Arsenal Street and they had no interest in selling, so the only thing he could do was go further back. Mr. Storino then illustrated the proposal to Mr. Coburn, Ms. Fields and Mr. Katzman on a smaller map.

Ms. Capone then referenced an email that Staff received from the owners of a nearby residential property who opposed the proposed zone change. Ms. Capone asked if the authors' residential property was zoned commercial and Ms. Voss replied in the affirmative.

Mr. Coburn then said that for the sake of understanding, everyone should note that when any land in a non-residential district abuts land in a residential district, the Zoning Ordinance requires a landscaped buffer on the commercially zoned property. This requirement would apply to the subject parcel if it became part of a Commercial District, including the section that Mr. Bellanger wished to acquire for parking. Mr. Bellanger replied that he used to own 909 Arsenal Street and was familiar with the requirement.

Mr. Coburn then asked if there were any questions, and hearing none, he asked if there was a motion. Ms. Fields then moved to recommend that City Council approve the request submitted by Rejean Roux to change the approved zoning classification of 114 Dorsey Street, Parcel Number 9-12-116.000 from Residence B to Commercial.

Mr. Coburn seconded the motion and all voted in favor.

Mr. Lumbis then said that the City Council would schedule a public hearing for Monday, January 7, 2019 and that Staff would send a letter to the applicant to that effect.

**SPECIAL USE PERMIT
518 PINE STREET– PARCEL # 10-10-120.000**

The Planning Board then considered a request submitted by Michael Ablan of Genuine Homes, LLC for a Special Use Permit to allow a nine-unit multifamily dwelling in a Residence C District at 518 Pine Street, Parcel Number 10-10-120.000.

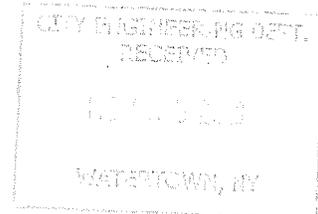
PAT A. STORINO
PROFESSIONAL LAND SURVEYOR
storinosurveying@twcny.rr.com

WATERTOWN, N.Y. 13601
TELEPHONE (315) 408-6555

November 12, 2018

17972 NORTH ADAMS HEIGHTS
ADAMS, N.Y. 13605
TELEPHONE (315) 232-4068

"HONORABLE MAYOR AND CITY COUNCIL"
Engineering Department, Room 305
245 Washington Street
Watertown, NY 13601



Re: Zone Change for 114 Dorsey Street

To Whom it may concern:

I am the owner of a residential lot known as 114 Dorsey Street and designated as Tax Parcel No. 912116 on the City of Watertown Assessment Maps.

I have attached with this submittal a current Tax Map of the area and also a survey plat of the subject parcel and surrounding parcels of land noted as Drawing No. 1. The subject parcel of land is currently zoned Residence B. I would like to have this parcel (114 Dorsey Street) rezoned to be within the Commercial District. You will note on the attached Tax Map and Survey Plat that the parcels of land adjacent to the north line and west line are currently within the Commercial District. It is my understanding in talking with my surveyor, Pat Storino, that Mike Lumbis, the Planning and Community Development Coordinator, indicated to him that this Zone change would be consistent with the Comprehensive Plan from the 1980's. If this Zone change is approved, it is my intent to submit a subdivision plan to the City of Watertown Planning Board for their consideration. I have also attached a Proposed Subdivision Plat noted as Drawing No. 2 which depicts that proposal. I would subdivide Parcel A as shown, Parcel B as shown from 122 Dorsey Street which I own and Parcel C (1008 Glen Street) which I also own. The interested party (John Bellanger) who owns Parcel D known as 1015 Arsenal Street would combine that parcel with Parcel A. He would also be combining Parcel B with Parcel C (1008 Glen Street). It is with this thought in mind that you approve this Zone Change as submitted.

If you have any questions or concerns, please feel free to contact me at (315)783-0818 or my surveyor Pat Storino at (315)408-6555. Thank you for your time and consideration.

Respectfully yours,


Rejean Roux

Ord No. 2

December 11, 2018

To: City Manager Richard M. Finn
From: Richard M. Finn, City Manager 
Subject: Amending City Municipal Code Section 45-2 Office Hours

At the December 10, 2018 City Council Work Session, it was discussed changing City Halls to 8:30 a.m. to 4:30 p.m. year-round.

The attached Ordinance for Council consideration removes the office hours from the City Code and allows the City Manager to set the hours with the input of City Council, effective January 1, 2019.

ORDINANCE

Amending City Municipal Code
Section 45-2 Office Hours

Page 1 of 1

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

BE IT ORDAINED that Section 45-2 of the City Code of the City of Watertown is hereby amended to the following:

§ 45-2 Office hours.

The office hours for all offices of the City shall be determined by the City Manager with the input of City Council.

BE IT FURTHER ORDAINED that this amendment shall take effect on January 1, 2019, after it has been published once in the official newspaper of the City of Watertown, or printed as the City Manager directs.

Seconded by

November 30, 2018

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Tax sale certificate assignment request – 1137 Bronson Street

The City has been approached by Mawad Khalil, owner of 1135 Bronson Street, requesting to be assigned the City's tax sale certificate for 1137 Bronson Street. The tax sale certificate was acquired by the City as the default bidder from the tax sale certificate auction held on June 22, 2017. The current redemption price of the certificate is \$3,003.84. The owner of record for these parcels is Cassandra Walters and Shawn Granger.



ACTION: City Manager recommends approval.

1137 BRONSON STREET UNIT

NOVEMBER 29, 2018

FROM: MAWAD KHALIL
53014 SWEET JULIET LANE
LAKE ELSINOR, CA 92532
(951-275-7225)

TO: JAMES E. MILLS
CITY COMPTROLLER
245 WASHINGTON STREET
SUITE 203, WATERTOWN, NEW YORK 13601

DEAR MR. MILLS:

Regarding the apartment units @ 1137 Bronson Street building is almost vacant, not maintained inside and out. The property owner is away and no one is taking care of it, paying taxes owed.

We own the building next door @ 1135 Bronson Street... I was California licensed general contractor and handyman services. The building we own was vacant for a few months. I drove from California to Watertown to take care of the building.

I remodeled the apartment downstairs and rented to a respectful family. I am now remodeling the upper apartment from A to Z and also renting to a respectful family. I also installed a new roof.

One of the main violations was with the Health Department, I complied... It was inspected by John Stadler @ 315-785-2277 DSS approved and inspected the unit and deemed it in good condition.

I would like to purchase the Tax Certificate and pay taxes owed.. I will maintain the property as a drug free building.

If you are unable to reach me, you may contact my Property Manager.

Sincerely FRANK HABASHI @ 657-234-9580
714-612-9938


FRANK HABASHI

PATRICIA J. HENNEGAN
Commissioner of Deeds
City of Watertown, State of New York
Commission expires 2020

