

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Tuesday, July 5, 2011, 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 - Amendment No. 80 to the Management And Management Confidential Pay Plan

Resolution No. 2 - Authorizing the Establishment of a Sewer Fund Capital Reserve Fund

Resolution No. 3 - Readopting Fiscal Year 2011-12 General Fund Budget

Resolution No. 4 - Approving Watertown Golf Club, Inc., Watertown Savings Bank, and City of Watertown, Memorandum of Lease Agreement and Notice and Cure Agreement

Resolution No. 5- Authorizing Acceptance of New York Safety and Health Hazard Abatement Board, Occupational Safety and Health Training and Education Program Grant

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

Laid Over Under the Rules – Ordinance Establishing Water Rates

Laid Over Under the Rules – Ordinance Approving the Zone Change Request Submitted by Patrick J. Scordo, changing the approved zoning classification of a 13.618 acre portion of Parcel 13-23-101 from Residence A to Commercial, and a 2.485 acre non-zoned portion of Parcel 13-23-102.1 to Commercial

STAFF REPORTS

1. Alcohol Franchisee Requests, Jefferson County Agricultural Society
2. Board and Commission Appointments
3. Request for Funding, Jefferson County Historical Society
4. Woolworth Building Update
5. Letter from Internal Medicine of Northern New York, P.C.
6. F. P. Flower Memorial Library Board of Trustees Meeting Minutes of May 10, 2011
7. Request for Tax Sale Certificate Assignments

NEW BUSINESS

EXECUTIVE SESSION

1. To discuss the employment history of a particular individual.

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, JULY 18, 2011.

Res No. 1

June 29, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Amendment No. 80 to the Management and Management Confidential Pay Plan

The Fiscal Year 2011-12 Budget contains an appropriation for a one percent (1.0%) raise for Management and Management Confidential employees.

At the June 20, 2011 meeting, the City Council approved raises for Management and Management Confidential Employees, unfortunately two positions were left off the schedule, Fire Chief and Deputy Fire Chief.

At the same meeting, the City Council approved the salary for the position of Police Chief. The salary adopted that evening would be effective July 1, 2011. The salary amount was calculated predicated on NYS General Municipal Law §207-m which provides that the full-time head of the Police Department receive a salary increase that is at least the same dollar amount of the base salary increase received by the next subordinate police officer, who is a member of a negotiating unit. In Program Bill 25, passed by the State Legislature and signed by Governor Cuomo repeals NYS General Municipal Law §207-m effective immediately.

The Police Chief salary approved based on §207-m was set at \$93,426. If the Police Chief were to receive the 1% salary provided to all other Management/Management Confidential Employees his salary effective July 1, 2011 would be \$92,672, or \$754 less than what was approved by the City Council on June 20th.

The attached resolution provides for 1% raises for these three positions.

RESOLUTION

Page 1 of 1

Amendment No. 80 to the Management
And Management Confidential Pay Plan

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

Total

YEA	NAY

Introduced by

WHEREAS with the adoption of the Fiscal Year 2011-12 Budget, the City Council of the City of Watertown appropriated a raise for Management and Management Confidential employees in the amount of one percent (1.0%),

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 80 to the Management and Management Confidential Pay Plan, in order to establish the annual compensation for the positions listed below effective July 1, 2011,

<u>Position</u>	<u>Salary</u>
Police Chief	\$92,672
Fire Chief	\$84,840
Deputy Fire Chief	\$78,275

Seconded by

Res No. 2

June 27, 2011

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Establishing a Sewer Fund Capital Reserve Fund

Section 6-c of the General Municipal Law authorizes the City Council to establish a capital reserve fund. Per this section of the law the funds of a capital reserve fund may be used to finance future capital improvements such as the following:

- Any physical public betterment or improvement or any related preliminary studies and surveys,
- Land or rights in land, and
- Any furnishings, equipment, machinery or apparatus for any physical public betterment or improvement.

The Fiscal Year 2011-12 Sewer Fund Budget appropriated \$250,000 to be transferred to such a capital reserve fund. City Council must consider the attached resolution which provides for the establishment of the fund.

If the fund is established future expenditures from this fund would require a public hearing prior to incurring the expenditures.

RESOLUTION

Page 1 of 1

Authorizing the Establishment of a Sewer Fund Capital Reserve Fund

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

YEA	NAY

Introduced by

WHEREAS the Fiscal Year 2011-12 Sewer Fund budget appropriated \$250,000 to be transferred to a Capital Reserve Fund, and

WHEREAS the City does not currently have an established Sewer Fund Capital Reserve Fund, and

WHEREAS Section 6-c of the General Municipal Law authorizes the City Council to establish a Capital Reserve Fund,

NOW THEREFORE BE IT RESOLVED that a Sewer Fund Capital Reserve Fund be established to finance future capital improvements.

Seconded by

Res No. 3

June 27, 2011

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Fiscal Year 2011-12 General Fund Budget Re-adoption

On July 1st the annual “Concert in the Park” was held in Thompson Park. This year the City served as the conduit for paying Symphony Syracuse \$25,240 for the musicians, staging, lights, sound and fireworks which had been raised in the community to support this event. As paying for the symphony was not included in the City’s FY 2011-12 General Fund Budget City Council should consider re-adopting the General Fund Budget to include the revenue and expense associated with the concert.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2011-12
General Fund Budget

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

YEA	NAY

Introduced by

WHEREAS on June 1, 2011 the City Council passed a resolution adopting the Budget for Fiscal Year 2011-12, of which \$38,023,157 was appropriated for the General Fund, and

WHEREAS on the City has received donations in the amount of \$25,240 to pay for the costs of the Symphony Syracuse concert held on July 1, 2011 in Thompson Park, and

WHEREAS such donations and expenditures were not included in the 2011-12 Adopted General Fund Budget,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby re-adopts the General Fund Budget for Fiscal Year 2011-12 in the total amount of \$ 38,048,397 and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that the following adjustments be included in the re-adopted General Fund Budget.

Revenues

A 2705 Gifts and Donations	<u>\$ 25,240</u>
Total	<u>\$ 25,240</u>

Expenditures

A 7110.0430 Thompson Park – Contracted Services	<u>\$ 25,240</u>
Total	<u>\$ 25,240</u>

Seconded by

Res No. 4

June 29, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Watertown Golf Club, Inc., Watertown Savings Bank, and City of Watertown, Memorandum of Lease Agreement and Notice and Cure Agreement

On December 18, 2006, the City Council approved the Lease Agreement between the City of Watertown and the Watertown Golf Club, Inc. for the lease of lands at Thompson Park. Watertown Savings Bank is loaning \$250,000 to the Watertown Golf Club, Inc. for improvements to these facilities. As part of this, Watertown Savings is asking that they, as the Mortgagee be provided with notice and opportunity to cure any defaults under the terms of the Agreement between the City and the Watertown Golf Club, Inc.

A Memorandum of Lease Agreement has been drafted for filing with the County Clerk's office. This Agreement merely puts the world on notice that a lease exists between the parties and where a copy can be found.

The Notice and Cure Agreement permits Watertown Savings Bank, as the mortgagee to cure any breach by the Golf Club before we take action to evict them for failure to comply with the lease. This is the same document the City approved when we entered into the lease of lands with the YMCA at the fairgrounds. Importantly, the lease recites that improvement to the premises belong to the City, and the Notice and Cure Agreement recites that the identified lease is in full force and effect.

Copies of the Agreements are attached for Council review. The Watertown Golf Club, Inc. is current on all lease payments, taxes and water bills. Staff has no issue with providing such notice and opportunity for the bank to cure any defaults that may occur during the term of property lease.

A resolution authorizing the execution of these two Agreements has been prepared for City Council consideration.

July 5, 2011

RESOLUTION

Page 1 of 1

Approving Watertown Golf Club, Inc., Watertown Savings Bank, and City of Watertown, Memorandum of Lease Agreement and Notice and Cure Agreement

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

Total

YEA	NAY

Introduced by

WHEREAS on December 18, 2006, the City Council approved the Lease Agreement between the City of Watertown and the Watertown Golf Club, Inc. for the lease of lands at Thompson Park, and

WHEREAS Watertown Savings Bank is now loaning \$250,000 to the Watertown Golf Club for improvements to these facilities, and

WHEREAS Watertown Savings Bank is asking that they, as the Mortgagee be provided with notice and opportunity to cure any defaults under the terms of the Agreement between the City and the Watertown Golf Club, Inc.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown authorizes and directs City Manager Mary M. Corriveau to execute the Memorandum of Lease Agreement, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized and directed to execute a Notice and Cure Agreement among the City of Watertown, Watertown Golf Club, Inc., and Watertown Savings Bank on behalf of the City, a copy of which is attached and made a part of this resolution.

Seconded by

NOTICE AND CURE AGREEMENT

AGREEMENT made effective as of the ___ day of _____, 2011 between **CITY OF WATERTOWN, NEW YORK**, a New York municipal corporation, whose address is 245 Washington Street, Watertown, New York 13601 ("Landlord"), **WATERTOWN GOLF CLUB, INC.**, a New York corporation with a principal place of business located at Thompson Park, Watertown, New York 13601 ("Tenant") and **WATERTOWN SAVINGS BANK**, a New York savings bank, whose principal place of business is 111 Clinton Street, Watertown New York 13601 ("Mortgagee").

WHEREAS, Landlord owns the real property located at Club House Golf Course Thompson Park, Watertown, New York 13601 ("Landlord's Premises"), as more particularly described in SCHEDULE A; and

WHEREAS, pursuant to a Lease made December 19, 2006, as such lease may be amended from time to time (the "Lease"), Landlord has demised to Tenant the Landlord's Premises; and

WHEREAS, Tenant has erected and constructed structures, fixtures, infrastructures and appurtenances thereto upon the Landlord's Premises (the "Tenant's Improvements"); and

WHEREAS, Mortgagee will be making a loan in the amount of \$250,000.00 (the "Loan") to Tenant, as the Loan may be modified or amended from time to time; and

WHEREAS, to secure the Loan, Tenant will encumber the Tenant's rights, title and interest in the Lease and in the Tenant's Improvements located on the Landlord's Premises by entering into a leasehold mortgage in favor of Mortgagee, as amended, increased, renewed, extended, spread, consolidated, restated, or otherwise changed from time to time (the "Mortgage") to be recorded in the Jefferson County Clerk's office (the "Land Records"); and

WHEREAS, the Lease or a memorandum thereof, is to be recorded in the Land Records prior to the recording of this Agreement; and

WHEREAS, Landlord, Tenant, and Mortgagee desire to agree upon the relative priorities of their interests in Landlord's Premises and Tenant's Improvements and their rights and obligations if certain events occur,

NOW, THEREFORE, for good consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, Tenant and Mortgagee agree as follows:

1. DEFINITIONS.

The following terms shall have the following meanings for purposes of this Agreement:

1.1 "Rent" means any fixed rent, base rent or additional rent and other obligations under the Lease.

1.2 "Termination Right" means any right to cancel or terminate the Lease or to claim a partial or total eviction arising, whether under the Lease or under applicable law, from a breach or default under the Lease.

2. MORTGAGEE'S RIGHT TO CURE.

2.1 Notice to Mortgagee. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Termination Right, Landlord shall provide Mortgagee with written notice of the breach or default by Tenant giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below. The Default Notice shall be delivered or mailed to:

Watertown Savings Bank,
Attention: President
111 Clinton Street,
Watertown, New York 13601; and

2.2 Mortgagee's Cure Period. After Mortgagee receives a Default Notice, Mortgagee shall have a period of thirty (30) days in which to cure the breach or default by Tenant, if Tenant has not done so. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Tenant, except to the extent that Mortgagee agrees or undertakes otherwise in writing.

2.3 Extended Cure Period. In addition, as to any breach or default by Tenant the cure of which requires possession and control of Tenant's Improvements, provided only that Mortgagee undertakes to Landlord by written notice to Landlord within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Mortgagee's cure period shall continue for such additional time (the "Extended Cure Period") as Mortgagee may reasonably require to either (a) obtain possessions and control of Tenant's Improvements and thereafter cure the breach or default with reasonable diligence and continuity; or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

3. CONFIRMATION OF FACTS. Landlord and Tenant represent to Mortgagee as of the date of this Agreement ("Effective Date"):

3.1 Effectiveness of Lease. The Lease is in full force and effect, has not been modified, and constitutes the entire agreement between Landlord and Tenant relating to

Landlord's Premises and the Tenant's Improvements. Tenant has no interest in Landlord's Premises except pursuant to the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

3.2 Rent. Tenant has paid in full any Rent that is due and payable under the Lease to the date of this Agreement.

3.3 No Landlord Default. To the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time, or both, would constitute such a breach or default.

3.4 No Tenant Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease.

3.5 No Termination. Neither Tenant nor Landlord has commenced any action nor sent or received any notice to terminate the Lease. Neither Tenant nor Landlord have any presently exercisable Termination Right.

3.6 Commencement Date. The "Commencement Date" of the Lease is January 1, 2007.

3.7 Acceptance. Tenant has accepted possession of Landlord's Premises; and Landlord has performed all obligations related to Tenant's occupancy of Landlord's Premises and Tenant has accepted such performance by Landlord.

3.8 No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein, other than the leasehold mortgage being made to Mortgagee.

3.9 Due Authorization. Landlord and Tenant have full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

4. TENANT COVENANTS. Tenant covenant with the Mortgagee that now and continuing as long as the Mortgage shall remain unsatisfied of record as follows:

4.1 Tenant shall not subordinate the Lease to the lien of any other mortgage other than the Mortgage in favor of Watertown Savings without the prior written permission of Mortgagee.

5. MISCELLANEOUS.

5.1 Notices. Any demand or notice hereunder or under any applicable law pertaining hereto shall be in writing and duly given if delivered to any party at the address

specified in this Agreement. Such notice or demand shall be deemed sufficiently given for all purposes when delivered (i) by personal delivery and shall be deemed effective when delivered, or (ii) by mail or courier and shall be deemed effective five (5) business days after deposit in an official depository maintained by the United States Post Office for the collection of mail or two (2) business day after delivery to a nationally recognized overnight courier service. Notice by e-mail or facsimile is not valid notice under this agreement.

5.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns. If Mortgagee assigns the Mortgage, then upon delivery to Tenant and Landlord of written notice thereof accompanied by the assignee's written assumption of rights and any obligations under this Agreement, any liability of the Mortgagee shall terminate.

5.3 Interaction with Lease and with Mortgage. Mortgagee confirms that Mortgagee consents to Tenant's participation in the Lease.

5.4 Mortgagee's Rights and Obligations. Except as expressly provided for in this Agreement, Mortgagee shall have no obligations to Tenant or Landlord with respect to the Lease.

5.5 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of New York, excluding its principles of conflicts of laws. **TENANT HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK IN JEFFERSON COUNTY OR JUDICIAL DISTRICT, AND CONSENTS THAT THE MORTGAGEE MAY EFFECT ANY SERVICE OF PROCESS IN THE MANNER AND AT TENANT'S ADDRESS SET FORTH ABOVE.** Tenant acknowledges and agrees that the venue provided above is the most convenient forum for both the Mortgagee and Tenant. Tenant waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

5.6 Miscellaneous. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged. No provisions of this Agreement may be amended, waived or modified except by an instrument in writing signed by the party to be bound. The headings and captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or the intent of any provision or section of this Agreement and shall not be deemed to have any substantive effect. Inapplicability or unenforceability of any provisions of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

5.8 No Agency Relationship. The Mortgagee is not the agent or representative of the Landlord or the Tenant and this Agreement shall not make the Mortgagee liable to materialmen, contractors, craftsmen, laborers or others for goods delivered to or services performed by them upon the Landlord's Premises, or for debts or claims accruing to such parties against Landlord or Tenant and there is no contractual relationship, either expressed or implied, between the Mortgagee and any materialmen, subcontractors, craftsmen, laborers, or any other person supplying any work, labor or materials for the Tenant's Improvements.

5.9 WAIVER OF JURY TRIAL. TENANT AND THE MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY EACH WAIVE ANY RIGHT TO TRIAL BY JURY THEY MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS RELATED THERETO. TENANT REPRESENTS AND WARRANTS THAT NO REPRESENTATIVE OR AGENT OF THE MORTGAGEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE THAT THE MORTGAGEE WILL NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS RIGHT TO JURY TRIAL WAIVER. THE TENANT ACKNOWLEDGES THAT THE MORTGAGEE HAS BEEN INDUCED TO ACCEPT THIS AGREEMENT BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.

[This space has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the first date set forth above.

CITY OF WATERTOWN, NEW YORK
Landlord

By:

Jeffrey E. Graham
Mayor

STATE OF NEW YORK)
)ss
COUNTY OF JEFFERSON)

On the ____ day of _____, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared JEFFREY E. GRAHAM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

WATERTOWN GOLF CLUB, INC.
Tenant

By:

Name:

Title:

STATE OF NEW YORK)
)ss
COUNTY OF JEFFERSON)

On the _____ day of _____, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved, me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A

DESCRIPTION OF LANDLORD'S PREMISES

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

BEGINNING at an old concrete monument set in the ground and marked by a bronze disc inscribed "D.P.P" (Department of Public Parks) which is at the northeast corner of the present Watertown Golf Club property- Parcel 1226104, also at the northwest corner of 30.43 acres formerly owned by G. Harrison Smith (part of Parcel 1220101). This point of beginning is also the southwest corner of 76.11 acres formerly owned by G. A. Gifford (part of Parcel 1220101); and a corner of the Thompson Park property (Parcel 1230101). These parcel numbers referred to are those as shown upon the Assessment Maps of the City of Watertown New York on file in the City Engineers Office at City Hall. Thence running S 16°03' W (old bearing N 13° E) along the east property line of the present Watertown Golf Club and the west line of the former G. Harrison Smith property a total distance of 1157.1± feet to the southwest corner of said former Smith property and an angle point in the City Boundary line. The former G. H. Smith and G. A. Gifford properties together with other lands were acquired by the City of Watertown, New York and annexed to the city in 1958. This first above described line crosses the former City Boundary at a point about 511± feet from its beginning; the remaining distance is along the new City Boundary. This line also crosses over an old D.P.P. monument 14.0 feet from the end or southwest corner, which is in an old stone wall. Thence running S 60°29' E (old bearing N 63°38' W) along the stone wall, the new City Boundary and south line of the G. H. Smith's 30.43 acres 1254.8± feet to another old D.P.P. monument in the stone wall. This point is the southeast corner of the former G. H. Smith property and an angle point in the City Boundary line. Thence running N 55°36' E (old bearing S 53° W) along a stone wall and the City Boundary line 665.3± feet

SCHEDULE A

DESCRIPTION OF LANDLORD'S PREMISES

-2- Watertown Golf Club

to another old D.P.P. monument which is another angle in the City Boundary; also the northeast corner of the former G. H. Smith's 30.43 acres, and the most southeasterly corner of the former G. A. Gifford's 76.11 acres. Thence leaving the City Boundary and running N $34^{\circ}34'$ E 678.3 \pm feet to an iron pipe driven into the ground. Thence N $39^{\circ}33'$ W-234.8 \pm feet to an iron pipe driven into the ground. Thence N $33^{\circ}12'$ E along an old fence line and the westerly side of a wooded area 1060.8 \pm feet to an old corner fence post. Thence N $71^{\circ}12'$ W along an old fence line and the southerly line of the former "Flower Lot" 764.6 \pm feet to an iron pipe driven into the ground. Thence S $42^{\circ}18'$ W-703.3 \pm feet to an iron pipe driven into the ground. Thence N $50^{\circ}50'$ W-75.3 \pm feet to an iron pipe driven into the ground. Thence S $46^{\circ}47'$ W-256.7 \pm feet to an iron pipe driven into the ground. Thence S $79^{\circ}53'$ W-473.5 \pm feet to an iron pipe driven into the ground on the former Smith-Gifford line. Thence N $44^{\circ}54'$ W-306.9 \pm feet to the point of beginning, containing about 66.3 acres of land more or less.

All bearings given are magnetic as of 1964 survey.

Signed H. R. Dwyer, C.E.
H. R. DWYER, CE
Licensed PE-LS # 2368

SEALS

MEMORANDUM OF LEASE AGREEMENT

The undersigned, WATERTOWN GOLF CLUB, INC., a corporation duly organized and validly existing under the laws of the State of New York, having an office at Thompson Park, Watertown, New York 13601 (the "Lessee"), and CITY OF WATERTOWN, NEW YORK, a municipal corporation duly organized and existing under the laws of the State of New York, with offices at 245 Washington Street, Watertown, New York 13601 (the "Lessor"), entered into a Lease Agreement, dated as of December 19, 2006, between the Lessor and the Lessee (the "Lease Agreement"), whereby the Lessor has agreed to lease to the Lessee and the Lessee has agreed to lease from the Lessor the Premises described below.

The Lease Agreement covers the land described in Exhibit A attached hereto and made a part hereof and the improvements located thereon (collectively, the "Premises").

The Lease Agreement provides for the lease of the Premises by the Lessee for a term of twenty three (23) years commencing on the 1st day January, 2007, or as provided therein, and terminating at 11:59 p.m., New York City time, on the 31st day of December, 2029.

The Lease Agreement is available for inspection during normal business hours at the offices of the Lessor indicated above. Capitalized terms used but not otherwise defined herein have the same meanings as specified in the Indenture and the Lease Agreement.

After Recording Please Return To:
James Heary, Esq.
James Heary, Attorney at Law, P.C.
120 Washington Street, Suite 500
Watertown, NY 13601

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Memorandum of Lease Agreement to be executed in their respective names as of this day of _____, 20 .

CITY OF WATERTOWN, NEW YORK

By: _____
Mary Corriveau, City Manager

WATERTOWN GOLF CLUB, INC.

By: _____
Joseph M. Butler, President

State of New York)
County of Jefferson) ss.:

On the day of _____ in the year 20 ____ before me, the undersigned, personally appeared **Mary Corriveau**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgment

State of New York)
County of Jefferson) ss.:

On the day of _____ in the year 20 ____ before me, the undersigned, personally appeared **Joseph M. Butler**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgment

EXHIBIT A

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

BEGINNING at an old concrete monument set in the ground and marked by a bronze disc inscribed "D.P.P" (Department of Public Parks) which is at the northeast corner of the present Watertown Golf Club property- Parcel 1226104, also at the northwest corner of 30.43 acres formerly owned by G. Harrison Smith (part of Parcel 1220101). This point of beginning is also the southwest corner of 76.11 acres formerly owned by G. A. Gifford (part of Parcel 1220101); and a corner of the Thompson Park property (Parcel 1230101). These parcel numbers referred to are those as shown upon the Assessment Maps of the City of Watertown New York on file in the City Engineers' Office at City Hall. Thence running S 16°03' W (old bearing N 13° E) along the east property line of the present Watertown Golf Club and the west line of the former G. Harrison Smith property a total distance of 1157.1 $\frac{1}{2}$ feet to the southwest corner of said former Smith property and an angle point in the City Boundary line. The former G. H. Smith and G. A. Gifford properties together with other lands were acquired by the City of Watertown, New York and annexed to the city in 1958. This first above described line crosses the former City Boundary at a point about 511 feet from its beginning; the remaining distance is along the new City Boundary. This line also crosses over an old D.P.P. monument 14.0 feet from the end or southwest corner, which is in an old stone wall. Thence running S 60°29' E (old bearing N 63°38' W) along the stone wall, the new City Boundary and south line of the G. H. Smith's 30.43 acres 1254.8 $\frac{1}{2}$ feet to another old D.P.P. monument in the stone wall. This point is the southeast corner of the former G. H. Smith property and an angle point in the City Boundary line. Thence running N 55°36' E (old bearing S 53° W) along a stone wall and the City Boundary line 665.3 $\frac{1}{2}$ feet

EXHIBIT A

-2- Watertown Golf Club

to another old D.P.P. monument which is another angle in the City Boundary; also the northeast corner of the former G. H. Smith's 30.43 acres, and the most southeasterly corner of the former G. A. Gifford's 76.11 acres. Thence leaving the City Boundary and running N 34°34' E 673.3 ± feet to an iron pipe driven into the ground. Thence N 39°33' W-234.8 ± feet to an iron pipe driven into the ground. Thence N 33°12' E along an old fence line and the westerly side of a wooded area 1060.3 ± feet to an old corner fence post. Thence N 71°12' W along an old fence line and the southerly line of the former "Flower Lot" 764.6 ± feet to an iron pipe driven into the ground. Thence S 42°18' W-703.3 ± feet to an iron pipe driven into the ground. Thence N 50°50' W-75.3 ± feet to an iron pipe driven into the ground. Thence S 46°47' W-256.7 ± feet to an iron pipe driven into the ground. Thence S 79°53' W-473.5 ± feet to an iron pipe driven into the ground on the former Smith-Gifford line. Thence N 44°54' W-306.9 ± feet to the point of beginning, containing about 66.3 acres of land more or less.

All bearings given are magnetic as of 1964 survey.

Signed H. R. Dwyer, C.E.
H. R. DWYER, CE
Licensed PE-LS # 2368

SEALS

Res No. 5

June 29, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Acceptance of New York Safety and Health Hazard Abatement Board, Occupational Safety and Health Training and Education Program Grant

In January of this year, the City Council authorized Superintendent of Public Works Eugene P. Hayes to submit an application for funding to the State of New York Safety and Health Hazard Abatement Board to support occupational and safety health training for our employees. Each year the City of Watertown provides occupational training opportunities for its employees.

We have received notice that the City has been awarded a grant in the amount of \$14,134. The funding received under the terms of this grant program provides us with an opportunity to expand the number of people receiving the training as well as expand the training programs offered. 100% of the cost will be covered by the grant.

Attached is a breakdown of the training that will be provided under the grant terms. For this year's application employees from Public Works, Engineering and Water departments will participate in the training.

A resolution authorizing the acceptance of the grant is attached for City Council review and approval. The grant document itself is available for your review on the City's website.

July 5, 2011

RESOLUTION

Page 1 of 1

Authorizing Acceptance of New York Safety and Health Hazard Abatement Board, Occupational Safety and Health Training and Education Program Grant

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

YEA	NAY

Introduced by

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

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

WHEREAS the Superintendent of Public Works Eugene P. Hayes prepared an application for funding to provide the City with an opportunity to expand the number of people receiving the training and expand the training programs offered, and

WHEREAS the City has been awarded a grant in the amount of \$14,143 to provide training for our employees,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the acceptance of the grant in the amount of \$14,134 from the State of New York Safety and Health Hazard Abatement Board, and

BE IT FURTHER RESOLVED that City Manager Mary M. Corriveau is hereby authorized and directed to execute the grant agreement on behalf of the City of Watertown, a copy of which is attached a made a part of this resolution.

Seconded by

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 06-27-11 Ref: PW 030-11
To:	Mary Corriveau, City Manager	
Subject:	State of New York Hazard Abatement Board Occupational Safety and Health Training and Education Program Grant Application Award Notification	

At the regular Meeting of Monday, January 18, 2011 the City Council authorized the submission of a grant application in the amount of \$15,000 to the State of New York Safety and Health Hazard Abatement Board the training of workers, supervisors for the purpose of promoting workplace accident and injury prevention.

By letter dated June 17, 2011 the City has been informed that while our full training plan has been approved, the final funding amount, due to the larger than expected number of applications received/awards approved, will be \$14,134.00.

The contract period for this grant agreement will run from August 1, 2011 to July 31, 2012. When asked how the City would address the \$866.00 shortfall, I stated that we would proceed with the intent to complete all of the training listed in the initial application and that any shortfall would be covered through our existing general fund accounts.

To accept this grant, the City must sign and notarize the complete approved contact to include the four additional signature pages.

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

Gene

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

CITY COUNCIL MEETING
CITY OF WATERTOWN

January 18, 2011

INTRODUCED BY COUNCIL MEMBER ROXANNE M. BURNS

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

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

WHEREAS Superintendent of Public Works Eugene P. Hayes is preparing an application for \$15,000 in funding to provide the City with an opportunity to expand the number of people receiving the training and expand the training programs offered,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the submission of a grant application in the amount of \$15,000 to the State of New York Safety and Health Hazard Abatement Board, and

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

SECONDED BY COUNCIL MEMBER TERESA R. MACALUSO AND CARRIED WITH ALL VOTING YEA

	<h1>MEMORANDUM</h1>	E.P. Hayes
	<h2>Dept. Public Works</h2>	Superintendent
To: Mary Corriveau, City Manager		Date: 01-10-11
	Subject: State of New York Hazard Abatement Board Occupational Safety and Health Training and Education Program Grant Application Submittal Approval	Ref: PW 003-11

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

The purpose of this memorandum is to request authorization to prepare and submit a grant application amount of \$15,000 for training/certification in the following categories:

TRAINING TOPIC	NUMBER OF SESSIONS	HOURS PER SESSION	TOTAL TRAINEES	TRAINING HOURS
8 Hour Haswoper Refresher	1	8	7	8
Confined Space Entry	2	6	24	12
8 Hour PESH Training	5	8	75	40
Trenching Competent Person	1	6	20	6
Workplace Violence Prevention	5	1	75	5
Summer Employee Training	1	4	20	4
Overhead Crane Training	1	3	10	3
Bucket Truck Training	1	4	10	4
Snowplow Refresher Training	3	6	48	18
OSHA 10 Hour Course	2	10	18	20
TOTALS	22	58	307	120

All training will be conducted in our own facilities with the classroom activities held in the CitiBus Garage Facility. While we normally conduct various training sessions throughout the year this grant offers us the opportunity to obtain 100 percent reimbursement for those courses approved by the Hazard Abatement Board. In addition to Public Works, both Engineering and Water will also participate in a number of these training sessions thereby increasing the total number of attendees by an additional 12 to 18 employees thereby bring the total number of full time employees to receive training to approximately 90.

Attached is the draft Grant Application Cover Sheet along with the project summary and some of the basic due diligence forms that will accompany the final submittal that must be received no later than 5 P.M. on Friday, January 28, 2011 at the office of the Occupational Safety and Health Training and Education Office located in Albany, New York

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

Gene

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



NEW YORK STATE
OCCUPATIONAL SAFETY AND HEALTH
HAZARD ABATEMENT BOARD

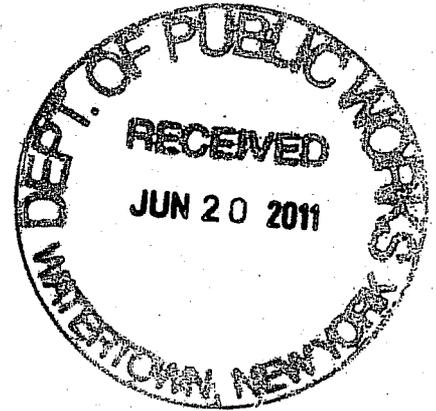
STATE CAMPUS
BUILDING 12, ROOM 166
ALBANY, NEW YORK 12240
(518) 457-7629
FAX (518) 485-6082

ROBERT F. GOLLNICK
ANN MARIE TALIERCIO
FRANKLIN MIRER, PhD
GERALD SKRZECZKOWSKI
Members

KATHERINE D. SCHRIER
Chair

June 17, 2011

Mr. Eugene Hayes, DPW
City of Watertown
245 Washington Avenue, Room 206
Watertown, NY 13601



Dear Mr. Hayes:

I am pleased to inform you that your contract number T014076 for City of Watertown, 2011-2012 Occupational Safety and Health Training and Education Grant Program has been approved.

Enclosed are four (4) sets of signature pages (Face Page) and one complete approved contract. Please provide an original signature in blue ink and notary for each of the five (5) signature pages.

In order to meet prompt contracting requirements and ensure a timely execution of your contract, please return the entire package by July 01, 2011. A fully executed copy of the contract will be returned to you for your files.

Sincerely,

Randall J. Palmer
Grant Manager

Enclosures

FACE PAGE

**New York State
Department of Labor
Governor W. Averell Harriman
State Office Building Campus, Building 12
Albany, NY 12240

Agency Code 14000**

Contract Number: T014076
Amount of Agreement: \$14,134
CFDA # (If Applicable):
Contract Period: 8/1/11 to 7/31/12
Multi-Year Term (if applicable)
From: To:

Contractor Name/Project Sponsor: City of Watertown
Street: 245 Washington Street, Room 206 City: Watertown
State: NY Zip: 13601
Billing Address (if different from above):
Street: City:
State: Zip:
Title/Description of Project: OSH T&E

Federal Tax Identification Number: 15-6000419
Vendor Identification Number: 100002584
Contractor is a Sectarian Entity Check if Yes
Check ONLY ONE of the Following Three Choices:
Contractor is a Municipality Check if Yes
MUNICIPALITY # (If Applicable): 220259000_
or
Contractor is a For-Profit Organization Check if Yes
or
Contractor is a Not-For-Profit Organization Check if Yes

THIS AGREEMENT INCLUDES THE FOLLOWING:

- This Face Page and Standard Agreement
- Appendix A - Standard Clauses for all New York State Contracts
- Appendix B - Project Budget and Program Narrative (and/or Addendum to Proposal if applicable)
- Appendix C - The Department's General Conditions
- Appendix D - RFP and Certifications (as applicable)
- Appendix E - Other Conditions, if applicable
- Appendix F - Proposal
- Appendix X - Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

If Not-For-Profit:
Charities Registration Number:
Or Exempt Code:
Contractor has timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.
Yes or No

The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement

CONTRACTOR

NYS DEPARTMENT OF LABOR

Signature of Contractor's Authorized Representative:

Signature of Authorized Official:

Date:

Date:

Type or Printed Name of Above Representative:

Type or Printed Name of Above Official:

Title of Authorized Representative:

Title of Authorized Representative:

Notary Public:

State of New York
County of _____
On the _____ day of _____, 20____, before me personally appeared _____ to me known, who being by me duly sworn, did depose and say that he/she resides at _____ that he/she is the _____ of the _____ the corporation described herein which executed the foregoing instrument; and the he/she signed his/her name thereto by authority of the board of directors or said corporation.

State 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 exact copies of this contract.

(Notary) _____

Attorney General:

Office of the State Comptroller:

**STATE OF NEW YORK
STANDARD AGREEMENT**

This Agreement is hereby made by and between the New York State Department of Labor (Department) and the City of Watertown (Contractor) identified on the face page (Face Page) hereof.

WITNESSETH:

WHEREAS, the Department has received a grant from the NYS Budget to provide funding under the Occupational Safety and Health Training and Education Program; and

WHEREAS, the Department undertook a competitive bidding process by issuing a request for proposal for eligible providers to be awarded funding to provide services and the Contractor qualified for such funding; and

WHEREAS, the Contractor is ready, willing and able to perform such services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this Agreement;

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

I. Term of Agreement

A. This Agreement shall be for a period of one year, except as otherwise specified on the Face Page (Period). This Agreement may be extended for additional successive periods as specified on the Face Page and set forth within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding Period shall be on the forms specified by the Department, and shall be incorporated into this Agreement. Notwithstanding any other provision herein, upon expiration of the contract term the Department may, in its sole discretion, extend this Agreement on a non-funded basis for a period not to exceed twelve months.

B. Funding for the first Period shall not exceed the funding amount specified on the Face Page hereof. Funding for each subsequent Period, if any, shall not exceed the amount specified in the appropriate appendix for that Period.

C. This Agreement hereby incorporates the Face Page attached hereto.

D. For each succeeding Period of this Agreement, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this Agreement shall remain in effect for each Period of the Agreement except as otherwise expressly modified in the Modification Agreement.

To modify the Agreement within an existing Period, the parties shall revise or complete the appropriate appendix form(s). Any modifications shall be processed in accordance with agency guidelines as stated in Appendix C, attached hereto and hereby incorporated by reference and shall be subject to the approval of the Office of the State Comptroller.

E. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide services and meet the program objectives summarized in Appendix B and Appendix F, as applicable, in accordance with: provisions of the Agreement; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

II. Payment and Reporting

A. The Contractor, to be eligible for payment, shall submit to the Department's designated payment office on a *quarterly* basis any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the Department.

B. For grant contracts with Not-for-Profit Contractors only: Notwithstanding any other provision herein, the parties agree that the initial payment under this Agreement shall be due no later than December 31st, 2011 provided that the Not-for-Profit Contractor submits to the Department all documentation required to process such payment no later than November 30, 2011.

C. In order to be "eligible for payment," the Contractor must meet the audit requirements specified in Appendix C.

D. ELECTRONIC PAYMENTS. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

III. Terminations

A. This Agreement may be terminated at any time upon mutual written consent of the Department and the Contractor.

B. The Department may terminate the Agreement immediately, upon written notice of termination to the Contractor for any reason set forth herein or in the provisions of Appendix C.

C. The Department shall only be responsible for payment of services provided and costs incurred pursuant to terms of the Agreement. In no event shall the Department be liable for expenses and obligations arising from the program(s) in this Agreement after the termination date.

D. For grant contracts with Not-for-Profit Contractors only and which provide for renewals: Pursuant to State Finance Law 179-t, the Department is required to notify Not-for-Profit Contractors of its intent not to renew a grant contract no later than 90 days prior to the end of the contract term. If the Department does not provide notice to the Not-for-Profit Contractor of its intent not to renew a grant contract by the date such notice is required under State Finance Law §179-t, the grant contract shall be deemed continued until the date the Department provides such 90-day notice to the Not-for-Profit Contractor in accordance with State Finance Law §179-t. Expenses incurred during such extension shall be reimbursable under the terms of the Agreement. The Contractor expressly acknowledges and agrees that this provision does not apply to municipal contractors.

IV. Indemnification/ Insurance

A. The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Agreement. The Contractor shall defend, indemnify and hold harmless the Department and federal funding agency, and their respective officers, agents and employees from liability of any nature or kind, including costs and expenses, for or on account of any claims, suits, actions, and

damages of every name or description relating to or in any way arising out of the provision of services pursuant to this Agreement.

B. The Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount determined by the Department. The Contractor shall provide the Department with a certificate of insurance naming the State of New York as an additional insured. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this Agreement to obtain and maintain a general policy of liability insurance in the same amount.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to the Agreement is deemed to be the property of the Department except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix C.

VI. Safeguards for Services and Confidentiality

All information available pursuant to this Agreement shall be maintained as confidential and not disclosed to third parties except to the extent that it is used for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations, or as specified in Appendix C.

The Contractor agrees to safeguard the confidentiality of information relating to individuals and their families who may receive services in the course of this Agreement. The Contractor shall maintain the confidentiality of all such information with regard to services provided under this Agreement in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Agreement.

VII. General Conditions

A. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment. The Contractor may neither hold itself out nor claim to be an officer, employee, or subdivision of the Department nor make any claim, demand or application to or for any right based upon any different status.

B. APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

C. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York.

D. CONDITIONS PRECEDENT

This Agreement shall not be deemed executed, valid, or binding unless and until approved in writing by the Attorney General and the State Comptroller.

E. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of money available to the Department for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys appropriated and available for purposes thereof.

F. INCORPORATION OF APPENDICES/ INCONSISTENCIES

1. The following documents, attached hereto and hereby incorporated by reference, constitute the entire Agreement between the parties. In the event of any discrepancy, disagreement or ambiguity between this Agreement and any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

- (a) This Agreement and Appendix A
- (b) Appendix C - Department's General Terms and Conditions
- (c) Appendix B - Project Budget and Program Narrative (and/or Addendum to Proposal if applicable)
- (d) Appendix D - Request for Proposals and Certifications
- (e) Appendix E - Other Conditions, if applicable
- (f) Appendix F - Proposal
- (g) Appendix X - Modification Agreement Form

2. The parties understand and agree that any and all deviations or exceptions taken by Contractor to the Department's Request for Proposal are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this Agreement.

G. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

H. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

I. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

The failure of the Department to exercise any right or to require strict performance of any provision will not waive or diminish the Department's right thereafter to exercise such right or to require strict performance of any provision.

J. SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES

All covenants, representations and warranties of the Contractor shall survive the termination of this Agreement.

K. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by prepared registered or certified mail, (i) if to Contractor, addressed to Contractor at its address set forth on the Face Page, and (ii) if to Department, addressed to Counsel's Office at its address set forth on the Face Page. Contractor and the Department may, from time to time, specify an address in the United States as its address for purposes of notices under this Agreement by giving fifteen (15) days written notice to the other party.

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

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

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on

its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. 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.

**NEW YORK STATE DEPARTMENT OF LABOR
SCHEDULE I
Planning Summary**

Contractor: City of Watertown
 Address: 245 Washington Street
Room 206
Watertown, NY 13601
 Liaison: Mr. Eugene Hayes, DPW Superintendent
 Address: Same as Above

Contract Number: T014076
 Phone: (315) 785-7770
 Email: ehayes@watertown-ny.gov
 Phone: 315-785-7770
 Fax: 3157857752

NYS DOL
 Liaison: Randall J. Palmer
 Address: NYSDOL/OSH T&E
State Office Campus Bld 12 Rm 166
Albany, NY 12240

Email: Randall.Palmer@labor.ny.gov
 Phone: 518 457-4206
 Fax: 518 485-6082

Submittal: FY 2011-12
 Original X
 Mod # _____

_____ Increases Funding From: _____ to _____
 _____ Decreases Funding From: _____ to _____
 _____ Changes End Date From: _____ to _____

Funding Source: OSH T&E 305 Fund Contract Dates: 8/1/2011 through 7/31/2012
 Program: 2011 - 2012 OSH T&E Total Obligation: \$14,134

Original/SFY	Year	Amount	Lapse Date	SFY	Year	Amount	Lapse Date	Total:
	<u>2011-12</u>	<u>\$14,134</u>	<u>6/30/2012</u>					<u>\$14,134</u>
Renewal I/SFY	Year	Amount	Lapse Date	SFY	Year	Amount	Lapse Date	Total:
Renewal II/SFY	Year	Amount	Lapse Date	SFY	Year	Amount	Lapse Date	Total:
Renewal III/SFY	Year	Amount	Lapse Date	SFY	Year	Amount	Lapse Date	Total:
Renewal IV/SFY	Year	Amount	Lapse Date	SFY	Year	Amount	Lapse Date	Total:

Budget

Expense Categories	Total
1. Staff Salaries	
2. Staff Fringe Benefits	
3. Contracted Services	\$14,134
4. Other Costs	\$0
5. Total Contract Costs	\$14,134
6. Total Match Costs	

Proposal/Contract Addendum Page- Appendix B*

Contractor Information:

Name: City of Watertown Project Title: OSH T&E, 2011--2012
 Address: Project Site: 245 Washington St., Room 206 Watertown NY 13601
 County: Jefferson Contract No.: T014076

1.Narrative- Change in Scope: Hazard Abatement Board's intent was to fund this program in full. However, due to overspending it was forced to cut all awards by 5.77%. For this contractor that reduction totaled \$866. Contractor has opted to do the entire training program as envisioned. Any monies expended above the awarded \$14,134 will not be subject to reimbursement. Finally, the *Training & Grant Management Summary* included in the Contractor's application is erroneous in terms of the # of hours involved in the 8-Hour PESH training program. A revised *Summary* follows.

2. Narrative- Change in Outcomes: None.

3. Budget Changes:

PER PROPOSAL:	Total Contract Funded Amount	Total Company Match Amount	Total Project Cost (Contract Funded + Match)
1. Training Costs	\$15,000		
2. Trainee Wages			
3. Non-Personal Service Costs			
Total	\$15,000		

CHANGES:	Total Contract Funded Amount	Total Company Match Amount	Total Project Cost (Contract Funded + Match)
1. Training Costs	(\$866)		
2. Trainee Wages			
3. Non-Personal Service Costs			
Total	(\$866)		

CONTRACT AMOUNT-PER AWARD:	Total Contract Funded Amount	Total Company Match Amount	Total Project Cost (Contract Funded + Match)
1. Training Costs	\$14,134		
2. Trainee Wages			
3. Non-Personal Service Costs			
Total	\$14,134		

***Addendum only to be submitted if there are changes in budget amounts, program scope, and/or program outcomes from the proposal submitted (Appendix F).**

NEW YORK STATE DEPARTMENT OF LABOR
Contract Budget Summary

Program Name: **2011 - 2012 OSH T&E**
 Contract #: **T014076**

Contractor Name: **City of Watertown**
 FY: **2011-12**

Check One:

Original Contract:
 Modification: Mod # _____

Category of Expense	Contract Costs			Match Costs
	Original or Current	Change	Revised	
A. Staff Salaries				
B. Staff Fringe Benefits				
C. Contracted Services	\$14,134			
D. Staff Travel				
E. Equipment				
F. Space/Utilities				
G. Other Operating Expenses				
H. Miscellaneous Participant Expenses				
I. Participant Payments				
TOTAL BUDGET	\$14,134			

GM 314 (12-93)

Detail Budget Page (4)

G. OTHER OPERATING EXPENSES

ALLOWABLE OTHER OPERATING EXPENSES INCLUDE THE FOLLOWING TYPES OF EXPENSES:

TELEPHONE	PRINTING/PHOTOCOPYING
POSTAGE	ADVERTISING
INSURANCE/BONDING	CONSUMABLE SUPPLIES

IF ANY OTHER TYPES OF OPERATING EXPENSES ARE INCLUDED, PLEASE LIST:

H. MISCELLANEOUS PARTICIPANT EXPENSES

ALLOWABLE MISCELLANEOUS PARTICIPANT EXPENSES INCLUDE THE FOLLOWING TYPES OF EXPENSES:

TRAINING MATERIALS
TESTING MATERIALS
PARTICIPANT TRANSPORTATION

IF ANY OTHER TYPES OF MISCELLANEOUS PARTICIPANT EXPENSES ARE INCLUDED, PLEASE LIST:

GM 314.4 (12-93)

Detail Budget Page (5)

I. PARTICIPANT PAYMENTS

(1)	(2)	(3)	(4)	(5)	
DESCRIPTION OF ITEM	CALCULATIONS	Contract Costs			Match Costs
		Original or Current Budget	Change	Revised Budget	
A) STIPENDS:					
B) PARTICIPANT WAGES:					
C) FRINGE ASSOCIATED WITH PARTICIPANT WAGES:					
TOTAL PARTICIPANT PAYMENTS		\$0		\$0	

GM 314.5 (12-93)

CONTRACT BUDGET NARRATIVE/JUSTIFICATION (Page 1)
City of Watertown T014076

A. STAFF SALARIES

Provide an explanation of staffing patterns and/or salary costs

B. FRINGE BENEFITS

Fringe Benefits should be budgeted in line with the Agency's Standard Fringe Benefit Policy and/or Negotiated Bargaining Agreements. If budget fringe benefits represent an exception to standard policy, please explain below.

C. CONTRACTED SERVICES

For all subcontracts relating to program activities, attach a copy of the subcontract. When subcontracting details are not known, include a brief narrative of each service to be subcontracted, with whom subcontracting will be implemented, the anticipated outcomes, and the projected budget. For further details, see Appendix A Supplement, General Terms and Conditions.

The City of Watertown shall subcontract with Empire Safety Training & Consulting, Inc., a qualified occupational safety and health training entity, for the purpose of conducting the training sessions outlined in this agreement at a rate of \$125 per hour for approximately 120 hours of training. Maximum reimbursement payable to the Contractor under this grant shall be \$14,134. Any charges accrued by the Contractor above and beyond that amount shall be its responsibility exclusively. Copies of the trainers' resumes have been provided to the New York State Department of Labor. A copy of the subcontract agreement shall be provided upon its execution.

CONTRACT BUDGET NARRATIVE/JUSTIFICATION (Page 2)

D. STAFF TRAVEL EXPENSES

Any exceptional staff travel costs must be justified below. In addition, no out-of-state travel costs are allowed unless specifically detailed and approved below. Staff travel costs should be budgeted in line with standard Agency travel policy or NYS Comptroller guidelines

E. EQUIPMENT

Please provide a justification for any exceptional equipment purchase/rental costs as related to program needs. For ongoing or multiyear contracts, justification is required for new items only.

F. SPACE/UTILITIES

Please indicate whether the property is owned or rented. Provide a detailed explanation of any extraordinary costs or significant changes to the original contract.

CONTRACT BUDGET NARRATIVE/JUSTIFICATION (Page 3)

G. OTHER OPERATING EXPENSES

Please provide an estimated budget by general type of expense. Any type of expense outside of those standard allowable categories listed below must be listed as extraordinary and fully explained/justified. In addition, any significant or exceptional dollar amounts included should be explained in line with programmatic requirements.

Allowable Categories:	Estimated Budget
Telephones	_____
Postage	_____
Insurance/Bonding	_____
Printing/Photocopying	_____
Advertising	_____
Supplies	_____

Extraordinary Categories (List):

Explain/Justify Extraordinary Items or Amounts Below

Empty box for explaining extraordinary items or amounts.

CONTRACT BUDGET NARRATIVE/JUSTIFICATION (Page 4)

H. MISCELLANEOUS PARTICIPANT EXPENSES

Please provide an estimated budget by general type of expense. Any type of expense outside of those standard allowable categories listed below must be listed as extraordinary and fully explained/justified. In addition, any significant or exceptional dollar amounts included should be explained in line with programmatic requirements.

Allowable Categories:		Estimated Budget
	Training Materials	_____
	Testing Materials	_____
	Participant Transportation	_____ \$0
Extraordinary Categories (List):		_____

Explain/Justify Extraordinary Items or Amounts Below

I. PARTICIPANT PAYMENTS

Please provide an explanation if budgeted amounts shown on DBP (4) are inconsistent with the program description, or standard program requirements. Also, provide an explanation if budget computation for participant payments includes any extraordinary vacancy factors, payment rates or hours.

APPENDIX C

NEW YORK STATE DEPARTMENT OF LABOR

General Terms and Conditions

A. Scope and Statement of Work

The Contractor shall perform the work of this Agreement within the period indicated on its Face Page and within any more stringent timeframes that may be provided in Appendix B; in strict accordance with the RFP, its Proposal and the Addendum to Proposal or any Appendix X(s) that may have been negotiated, if applicable; and in compliance with New York State and federal laws, rules and regulations including any requirements established by the Department, and, with the provisions of Office of Management and Budget (OMB) Circulars A-87 or A-122, or A-21 and A-133 as applicable, and the accounting requirement thereunder even where federal funds are not involved.

B. Funding

Funding on this Agreement will be provided twelve months at a time unless expressly provided otherwise on the Face Page. Continuation of this Agreement at the end of each twelve month period will be contingent on the Department obtaining funds for the subsequent fiscal year, as well as, satisfactory performance by the Contractor as defined by the Department's performance standards.

For multiyear funding, to obtain an additional twelve months of funding, the Contractor must submit all documents stated in the Standard Agreement within 30 days of notification by the Department that the contract will be renewed for an additional twelve months. Such documents must reflect the amount of funding provided by the Department as indicated in the above mentioned notification from the Department. In addition, the Contractor must provide a complete budget summary with full details of all planned program expenditures and any other information required by the Department.

The Department shall not be liable for any obligation incurred by the Contractor which is in excess of the funding set forth on the Face Page of the Agreement or any subsequent Modification Agreement.

C. Contractor's General Responsibilities

The Contractor agrees to identify the person(s) who will be responsible for directing the work to be done under this Agreement. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor.

The Contractor agrees to strictly comply in all respects with the provisions of this Agreement and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the appendices. If any specific event or conjunction of circumstances threatens the successful completion of this project or the contractor's ability to meet strict compliance with all the terms of this Agreement, its appendices, and amendments, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within five days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel, which shall be as shown in the Appendices. These functions shall be carried out in accordance with the provisions of this Agreement, and all applicable Federal and State laws and regulations.

The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the Appendices.

The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this Agreement are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

D. Initial Payment

1. Advance Payment

Not-for-Profit Organizations, Municipalities, School Districts or Boards of Cooperative Educational Services, and only these entities, may request an initial advance of funds for contract disbursements from the Department in an amount of up to twenty-five (25) percent of the annual contract amount, if deemed appropriate by the Department. The advance shall be offset by crediting the amount of the advance in the last quarter of the contract, or 33 1/3 percent of the advance in each of the last three months of the contract unless, in the Department's discretion, offset shall be recovered sooner. If the amount of the monthly voucher is not sufficient to cover the proportionate advance amount to be recovered, then subsequent vouchers will be reduced until the advance is fully recovered. Any unexpended advance balance at the end of the contract period will be refunded by the Contractor to the Department. In the event either party terminates the Agreement prior to its expiration, the Contractor agrees to refund to the Department immediately any advance balance then outstanding.

For performance based milestone contracts, if the reconciliation of the advance against payments earned by the Contractor indicates that the Contractor has not attained sufficient level of milestone targets to support the full amount of the advance, then the Contractor shall return the balance of the unearned advance to the Department.

In year one the advance will only be paid when a fully executed Planning Grant or Agreement is in place.

Subcontract agreements (if applicable) that have not been received, reviewed, and approved by the Department may reduce the amount of the advance.

In subsequent years, an additional optional advance of up to 25% may be made available to continue the program. This optional advance will be contingent on the Department obtaining funds for the subsequent fiscal year, as well as satisfactory performance by the Contractor as defined by the Department's performance standards. In the event an Agreement is not renewed, the Contractor must return any monies advanced under this mechanism within 30 days of the Agreement termination date.

In order to receive an advance payment, in both the first year and subsequent years, any not-for-profit Contractor other than municipalities requesting an advance of funds must submit the following document(s) to the Department:

- a) A statement from a certified public accountant certifying that the Contractor's bookkeeping practices have been reviewed within the past 12 months and meet generally accepted accounting principles. (This document is required for the original and renewal contract.)
- b) A copy of a fidelity bond covering all persons who will handle funds granted by the State. This bond shall be at least equal to or greater than the maximum amount of any advance, and shall include the Department as co-insured; (This document is required for the original contract. A copy of the paid invoice is required for the renewal contract and should include coverage dates applicable to the expenses.)
- c) A statement of program responsibility and tax certification as outlined under Section E below.
- d) A complete voucher ("Form AC 92" or "Standard Voucher") requesting the allowable advance payment. (This voucher is required for the original and renewal contract.)

Advance payment will be made within 30 days after the renewal period start date, as appropriate, or 30 days after the receipt of the advance request and required documentation from the Contractor, as outlined above, whichever is later.

2. Reimbursement Voucher

If the Contractor does not qualify for an advance payment or does not provide the appropriate documentation to support the receipt of an advance payment, then the initial payment under the contract shall be in the form of a reimbursement payment not less than quarterly. In this case, the initial reimbursement payment will be processed within 30 days of the submission of an acceptable reimbursement voucher, in accordance with the format and time frames specified under Section E, Program Responsibility and Tax Certification, Section F, Voucher Documents, and Section G, Voucher Submittal outlined below.

E. Program Responsibility and Tax Certification

All Contractors Other than Municipalities

Prior to any payments being made, a statement must be submitted signed by the Chairman of the Board of Directors, Chief Operating Officer or other appropriate Chief Executive Official, accepting responsibility for operation of this program and certifying that all Federal, State (including Unemployment Insurance taxes), Local taxes, and fringe benefit payments resulting from operation of this program will be paid and that no past taxes are due and owing. (This statement is required for the original and renewal contract).

F. Voucher Documents

For contract expenses, the Contractor will be paid only after submission of a detailed reimbursement request form (GA 92) in the format and detail established by the Department. This request may be subject to a 15 day audit and inspection period. Reimbursement will only be made for actual expenses that have been documented. Supporting documentation must be submitted along with the detailed reimbursement request form (GA 92). This supporting documentation should be arranged in a format consistent with the Contract's budgetary categories and summarized in a format provided by the Department.

The Contractor's payment requests shall include a statement of expenses and charges by major budget category for work actually performed or expenses incurred in accordance with the terms of this Agreement during the period covered by the request.

For performance based milestone contracts, the Contractor will be paid after submission of a voucher (Form AC 92 or Standard Voucher) and all necessary supporting documentation, as required by the Department to determine that Contractor has achieved the Milestones set forth in this Agreement.

When costs to be vouchered are not 100 percent attributable to the instant Agreement, such costs must be allocated, apportioned or assigned to the Agreement through some kind of distributing methodology, the methodology must be clearly identified and approved by the Department or otherwise consistent with OMB Circulars A-87, A-122, or A-21. This methodology must be consistent with generally accepted accounting principles and appropriate for monitoring and auditing the Agreement. Costs assigned to the Agreement using this methodology must be supported by appropriate documentation in the Contractor's files. Contractors who have not been subject to an audit relative to the assignment of such costs, or who are at all unsure of how to allocate such costs, should request assistance in allocating such costs as this is an area where Contractors often run afoul of contract requirements.

G. Voucher Submittal

Vouchers reporting all expenses and unpaid bills, or milestones achieved where payment is based on performance, should be submitted within 15 days after the end of the month for monthly reimbursement, or 15 days after the end of the last month of the quarter for quarterly reimbursement. Vouchers not received within 30 days may result in the issuance of a warning letter via registered mail, advising the Contractor of this deficiency. The Contractor will then have 30 days from the receipt of this letter to submit a voucher or the Department may unilaterally deobligate contract funds.

Upon examination of the Contractor's payment requests and supporting material, the Department may, in its sole discretion, modify or adjust the amount requested to reflect actual contract funds expended, or should actual milestones achieved where payment is based on performance, as of the date of the request.

H. Matching Requirement

If matching contributions are indicated on the budget summary of this Agreement, match must be reported in conjunction with requests for reimbursement and must be supported by a summary of costs by category of expense. All required match must be fully incurred and reported during the term of the Agreement. The appropriate support documentation must be maintained on the Contractor's premises for audit purposes in accordance with the record retention schedules provided herein. If Contractor fails to provide match required under the Agreement, payment of contract funds may be withheld and contract payments may be reduced accordingly.

I. Deobligations/Sanctions

If the Department decides that the Contractor is not achieving the contract's goals, payments to the Contractor may be delayed or withheld. If this failure to meet goals is not corrected, the contract may be terminated or modified with 30 days notice from the Department to the Contractor. This decision to terminate or modify may be appealed in accordance with Provision Q (Disputes) of these Terms and Conditions.

J. Program Modification

The Contractor shall promptly request prior approval from the Department for modification of the Agreement whenever there is a change in the scope or objectives of the program, the funding level, and if it is deemed necessary, the length of the agreement to meet program objectives. Any such modification shall be subject to the approval of the State Comptroller. Modifications will be necessary for any of the following changes:

- 1) An increase or decrease in funding;
- 2) A transfer of funds among program activities or budget cost categories; with any proposed modification to the contract which results in a change of greater than 10 percent to any category must be submitted to OSC for approval.
- 3) Any change to any of the dates specified for any specific program activity which would take that program activity outside the contract time period;
- 4) A change in any of the participants specified to receive any specific program activity;
- 5) A change in any of the specific program activities which make up the program;
- 6) A decrease of 15 percent or more in the number of individuals to be served in planned enrollment for program activities, or in the number of individuals served within significant client groups; and
- 7) A change in the dates of the Agreement.

The Contractor shall prepare and submit modifications with complete justification in sufficient time to allow processing and approval prior to the effective date of the changes. Modifications to extend the term of the Agreement are to be submitted at least 60 days prior to the original termination date.

The Contractor shall prepare and submit modifications in accordance with the requirements established by the Department.

If the initial Agreement with the Department is a Planning Grant, the Contractor agrees to submit a fully completed contract within 30 days of submission of the Planning Grant. A fully completed Agreement shall include a Program Narrative and budget in the detail and format required by the Department.

Furthermore, while it will not require an Agreement modification, any changes to the dates specified in the Agreement for a program activity, where such dates remain within the contract time period, requires that notification be given to the appropriate Department grant manager.

K. Disclosure of Unemployment Insurance Records

The Contractor hereby authorizes the Department to disclose to appropriate Department staff all records of delinquencies by the Contractor in making unemployment insurance (UI) contributions required by the unemployment insurance law. Please be aware that ANY Unemployment Insurance delinquencies may significantly delay the execution of this Agreement

L. Contract Closeout

1) Closeout Payments

This Agreement's funds are only available during the period in which a valid New York State appropriation is in effect. To ensure reimbursement for valid Agreement costs, the Contractor must submit a closeout voucher one month prior to the lapse date of the appropriation or within 60 days after the end of the contract funding year, whichever comes first. The voucher must account for all contract expenses - all paid expenses plus all unpaid liabilities by cost category. For performance based milestone contracts, or for any portion of the contract paid on a performance basis, a closeout voucher must include all remaining milestones achieved by the Contractor, and must be submitted no later than 60 days following the end of the contract period. The Department will deobligate all funds not accounted for in this closeout voucher. The funds that are not deobligated will be reserved for up to six months after the contract end date or the lapse date of the appropriation, whichever comes first.

2) Contractors with Insufficient Cash

At the time the closeout voucher (see Section "L.1" above) is submitted, the Contractor may, When applicable, request maintenance of an advance payment sufficient to allow payment of unpaid bills. In order to maintain this advance, copies of all unpaid bills on hand, clearly labeled "unpaid" must be submitted with the closeout voucher. The Department will advance sufficient cash to pay those bills. The Contractor will have an additional forty-five (45) days from the submittal of this close-out voucher to submit a final voucher, with appropriate documentation, accounting for this advance.

3) Contractors with Excess Cash

If at the time the closeout voucher (see Section "L.1" above) is submitted, the Contractor has received cash exceeding the amount of vouchered expenses plus unpaid bills in hand, the Contractor will immediately refund such excess to the Department. For the portion of the contract amount paid on a performance basis, if the Contractor has received cash in excess of the amount of the actual milestones achieved, the Contractor will immediately refund such excess to the Department.

4) Contractors with Outstanding Liabilities

Contractor may, when applicable, request an advance to pay for certain categories of allowable expenses for which the Contractor has not yet received bills at the time a closeout voucher is submitted. To receive an advance, the Contractor must submit a request for cash along with copies of the bills clearly marked unpaid in accordance with paragraph 2 above.

M. Income/Refunds

1) Program/Interest Income

The Contractor shall report in the manner prescribed by the Department all gross interest income or program income earned by activities supported under this Agreement. Such income earned during the grant period shall be transmitted at the termination of this Agreement to the Department, unless the Department directs otherwise in writing.

2) Refunds and Rebates

When applicable, if the Contractor receives a refund or rebate on an item of expense paid for with contract funds, the amount of the refund or rebate must be promptly refunded to the Department. This can be done either by a check to the Department or by a credit against contract expenses.

N. Offset Provision

All monies due or owed to the Department under this Agreement as a result of unspent advances, credits, returns, rebates, refunds or expenditure disallowances shall be returned to the Department within 60 days of the Agreement termination date. Any funds not returned by this date (as well as any unpaid unemployment insurance tax liabilities) may, upon written notification be recovered by offsetting the amount due against any other reimbursement request under any contract entered into with the Department to the extent provided for by law.

O. Records and Accounts

The Contractor shall provide for the maintenance of such documents, records and accounts as required by the Department to assure a proper accounting for program activities and funds. The proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. For performance based milestone contracts or for the portion of the contract amount paid on a performance basis, among other things, the Contractor must maintain documentation to prove that milestones were in fact achieved. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the Comptroller of the State of New York. The Contractor shall retain and make available any and all grant records to representatives of the Labor Department, the State Comptroller, the U.S. Department of Labor, and the Office of the Inspector General of the United States as appropriate, for inspection, audit, transcription or reproduction at all reasonable times during the course of the Agreement and for the period set forth as follows:

- a) For the period of six years after the submission of the final expenditure report, or for contracts paid on a performance basis, the final voucher by the Contractor. If the Agreement is terminated during the course of the operating period, for a period of six years from the date of the final settlement agreement.
- b) If, prior to the expiration of the six year retention period, any litigation or audit is begun or a claim is instituted involving the Agreement covered by the records beyond the six year period until one year after the litigation, audit findings, or claim involving the records has been resolved.
- c) When records subject to retention requirements are transferred to the Department, the U.S. Department of Labor, as appropriate, the six year retention period shall not apply. The Contractor need not retain duplicates of records transferred to or maintained by the Department or the U.S. Department of Labor.
- d) Notwithstanding paragraphs a, b, and c, the Contractor shall maintain a record of each participant's participation in the program, including dates of entry and termination in each activity and shall retain such records for each participant for a period of five years from the date of enrollment into the program.

The Contractor is authorized to substitute microfilm or electronic copies in lieu of original records in accordance with the regulations of the Department.

P. Reporting

The Contractor will report participant and financial information to the Department on the forms designated and at the intervals specified by the Department. These reports must be submitted by the deadlines established by the Department. Failure to comply with these reporting requirements may be cause for termination of the contract, or for the delay or withholding of payment. For participant data, the Contractor will use the formats provided by the Department to report services to individuals as these services are provided. For fiscal data, the Contractor will use the formats provided by the Department to report contract cash and accrued expenditures, and match expenditures. This information is to be provided no less than quarterly unless the Department, in its sole discretion, requires monthly or bi-monthly reporting with reports submitted to the Contractor's Department account executive by the fifteenth of the month following the period of the report.

Q. Disputes

Except as otherwise provided in this Agreement, any dispute concerning a question of fact which is not disposed by agreement shall be decided by the Commissioner of Labor, who shall furnish a copy thereof to the Contractor. Appeal shall be handled in accordance with the Department's procedural rules for hearings (12 NYCRR Part 701). A request for hearing must be submitted to Commissioner of Labor within 30 days of receipt. The decision of the Commissioner of Labor, shall be final and conclusive unless determined by a court or competent jurisdiction to have been fraudulent, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

R. Termination or Suspension of Grant

The Department may suspend or terminate this Agreement in whole, or in part, at any time before the completion date:

- 1) Whenever it has been determined that the Contractor has failed to comply with provisions of Federal and State Law, rules and regulations, the requirements of the Department, or the terms and conditions of the Agreement.
- 2) Whenever the Department determines that the Contractor is failing to achieve program goals and the Contractor fails to take corrective action prescribed by the Department.
- 3) When the Contractor fails to comply with the participant and fiscal reporting requirements established by the Department.
- 4) When the Department determines that the Contract was secured by the Contractor as the result of gratuities.
- 5) When Federal or State funds become unavailable as provided below.
- 6) Whenever, for any reason, the Commissioner of Labor shall determine that such termination is in the best interest of the State.
- 7) For grant contracts with Not-for-Profit Contractors only which provide for renewals: Pursuant to State Finance Law 179-t, the Department is required to notify Not-for-Profit Contractors of its intent not to renew a grant contract no later than 90 days prior to the end of the contract term. If the Department does not provide notice to the Not-for-Profit Contractor of its intent not to renew a grant contract as required under State Finance Law §179-t, the grant contract shall be deemed continued until the date the Department provides such 90-day notice to the Not-for-Profit Contractor in accordance with State Finance Law §179-t. Expenses incurred during such extension shall be reimbursable under the terms of the grant contract.

The Department shall send notice of suspension or termination to the Contractor which will specify the extent of suspension or termination, the reason for suspension or termination, and date such suspension or termination becomes

effective. In lieu of suspension or termination, the Department may specify a cure (probationary) period during which time the Contractor will be required to correct any program deficiencies or contract breach.

Upon receipt of notice of suspension, the Contractor shall discontinue further commitments of grant funds to the extent that they relate to the suspended portion of the Agreement . .

Upon receipt of notice of termination, the Contractor shall (1) discontinue further commitments of grant funds to the extent that they relate to the terminated portion of the Agreement; (2) promptly cancel all subcontracts utilizing funds under this Agreement to the extent that they related to the termination portion of the Agreement; (3) settle, with the approval of the Department, all outstanding liabilities and claims arising from such terminations; (4) submit within a reasonable time period but not to exceed three (3) months after the receipt of the notice of termination, a termination settlement proposal which shall include a final statement of all unreimbursed costs related to the terminated portion of the Agreement, but such final statement will not include the cost of preparing a settlement proposal.

If the total amount of reimbursable costs for the terminated portion of the Agreement is less than the total payment theretofore made to the Contractor, the Contractor shall promptly repay the Department the excess amount.

To the extent permitted by law, this Agreement shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor.

Should the Department determine that Federal or State funds are limited or become unavailable for any reason, the Department may reduce the total amount of funds payable to the Contractor, reduce the contract period, suspend the Agreement or deem this Agreement terminated immediately. The Department agrees to give notice to the Contractor as soon as practicable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice.

S. Recoupment of Funds/ Program Audits

The Department shall have the right to audit or review the Contractor's performance and operations as related to this Agreement and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on the Department's behalf. If the review indicates that the Contractor has violated or has not complied with the material terms of the Agreement or any other Agreement with the Department, or has abused or misused the funds paid to the Contractor, the Contractor agrees to pay to the Department any costs associated with the review. In addition, the rights of the Department shall include, but not be limited to:

- Recovery of any funds expended in violation of the Agreement;
- Suspension of Payments;
- Termination of the Agreement; and/or
- Employment of another entity to fulfill the requirements of the Agreement.

The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' records and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this Agreement.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law including but not limited to the State's "Set-Off Rights" and "Records" provisions contained in Appendix A (Standard Clauses for all New York State Contracts).

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its

audit or investigation. If the Contractor fails to cooperate, the Attorney General, State Comptroller, the Department, and any representatives specifically directed by the State Comptroller or the Department shall take possession of all books, records and documents relating to this Agreement without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completing the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under the Agreement will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

At the termination of any program grant, the Department may recoup funds provided to Contractor if it is determined pursuant to an audit that the Contractor failed to meet its performance goals, failed to provide match, received payments for expenses that cannot be verified with the appropriate documentation, abused or misused funds or otherwise failed to comply with federal or State statutory requirements of the grant.

T. Subrecipient Audits (Only applies to Agreements containing federal monies.)

All Contractors and subcontractors who are determined to be subrecipients pursuant to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and 29 CFR Part 99 are subject to the following:

All states, local governments and non-profit organizations that expend \$500,000 or more in Federal funds under more than one Federal program in any fiscal year must obtain an independent, organization-wide, single audit conducted in accordance with OMB Circular A-133.

In the alternative, any state, local government or non-profit organization, that expends \$500,000 or more under only one Federal program, and that Federal program's laws, regulations or grant agreements do not require a financial statement audit of the auditee, may elect to have a program-specific financial and compliance audit.

For-profit organizations that expend \$500,000 or more in Federal funds in any fiscal year must have either an independent, organization-wide, single audit conducted in accordance with OMB Circular A-133 or a program-specific financial and compliance audit.

The audits for Contractors are to be submitted within one month after receipt of the auditor's report or no later than nine months after the end of the Contractor's fiscal year to the following address:

New York State Department of Labor
Division of Employment & Workforce Solutions
Office of Contract Review and Expenditure Control
Room 425
Albany, New York 12240

Contractors are responsible for collecting audits from subcontractors determined to be subrecipients pursuant to OMB Circular A-133 and 29 CFR Part 99 and must make the audits available for review or inspection.

Any Contractor that expends less than \$500,000 in Federal funds are exempt from Federal audit requirements for that fiscal year, but records must be made available for review or audit by appropriate officials of the U.S. Department of Labor, New York State Department of Labor, and U.S. General Accountability Office (GAO).

To determine when a Federal award has been expended, the Contractor should refer to OMB Circular A-133 and 29 CFR Part 99.205.

The Office of Contract Review and Expenditure Control shall evaluate any findings and recommendations in the Contractor's final audit report along with the related correspondence and Corrective Action Plan (CAP), which may include the expected auditee action to repay disallowed costs, make financial adjustments or to take other action, submitted by the auditee as part of the Department's audit resolution procedures. If the Office of Contract Review and Expenditure Control is in agreement with all aspects of the CAP, they will issue a management determination indicating

the acceptance of the CAP. If the Contractor disputes the management determination of any finding, it has thirty (30) days from the date of this letter to request an independent hearing.

U. Publicity/Publications/Copyrights/Patents

Publicity includes, but is not limited to, news conferences, news releases, advertising, brochures, reports, discussions and/or presentations at conferences or meetings. The inclusion of the Department's materials, the Department's agency name, or other such reference to New York State and/or The Department of Labor in any document or forum is considered publicity. News releases, publicity or any other public announcements regarding this project may not be released without prior approval from the Department.

Any publication, training announcement, meeting or training session which is funded in whole or in part through any activity supported under this Agreement may not be published without prior approval of the Department, which results (1) shall acknowledge the support of the Department and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or the State of New York.

All materials developed and created by Contractor for the Department under this Agreement will be owned by the Department, will be considered to be "works made for hire" as defined in the U.S. Copyright Act, and are hereby assigned to the Department. Contractor agrees to execute all papers and perform all other acts reasonably necessary to assist the other to obtain and register copyrights and to effectuate the intention of this Agreement.

For all other pre-existing works, the Department and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this Agreement or activity supported by this Agreement. All publications by the Contractor covered by this Department shall expressly acknowledge the Department's right to such license.

All of the license rights so reserved to the Department and the State of New York under this paragraph are equally reserved to the U.S. Department of Labor, as applicable, and subject to the provisions on copyrights contained in such federal agencies' regulations if the Agreement is federally funded.

The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this Agreement, it will provide to the Department, at no additional cost, a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this Agreement, or with monies supplied pursuant to this Agreement, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

V. Specific Prohibitions

Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, or breach or violation of this warranty. The Department shall have the right to annul this Agreement without liability or, in its

discretion, to deduct from the award, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Non-Sectarian

The funds provided to the Contractor are for secular purposes and will be used to provide employment and/or training services as described in the Agreement to persons regardless of religious affiliation and shall be performed in a manner that does not discriminate on the bases of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs. No funds will be used for the advancement of a particular religion.

Political Activities

Funds provided pursuant to the Agreement shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office:

W. Equipment/ Space

This section W. does not apply to performance based milestone contracts, which will be reimbursed in accordance with the milestone payment schedule as set forth in Appendix B.

In non-performance based milestone contracts, unless the cost is totally ascribable to the grant, these costs must be allocated according to an allocation plan which meets the requirements of OMB Circulars A-87 or A-122, or A-21.

Example 1: Contractor A uses its copier for both grant and non-grant business. In month 2 it makes 1000 copies, 100 of which are for the grant. Its total cost for the copier and supplies for that month is \$200.00. The cost allocation plan allocates copier costs according to the number of copies produced in a given month. Contractor A reports copier costs of \$20.00 for that month.

Example 2: Contractor B makes space in its office for work on the grant. Contractor B has one employee working on the grant for 50% of his/her time. The space used by the employee is 1/10th of the square footage of the office space. Contractor B pays \$2,000.00 a month in rent on the entire office. Contractor B's cost allocation plan allocates its lease payments according to the space used in a given month and the percentage of time that that space is used for grant purposes. Contractor B reports rent expense of \$100.00 for that month.

Equipment Procurement/Rental/Leases Equipment is tangible personal property having a useful life of more than one year and an acquisition cost of \$500 or more per unit.

If an item of equipment listed by the Contractor is available as surplus to the Department, the Department shall arrange to provide such equipment to the Contractor in lieu of purchase of such equipment. Title to all equipment purchased with funds under this Agreement shall be vested in the Department and disposition of all such equipment shall be part of the Contractor's final accounting under this Agreement. If the Department consents in writing, the contractor may retain possession of purchased equipment after the termination of this Agreement to use for similar purposes. The Contractor will return such equipment to the Department at the Contractor's cost and expense when it is no longer used for those purposes or upon the written request of the Department, whichever event happens first.

In addition, the Contractor agrees to permit Department representatives to inspect the equipment and to monitor its use at reasonable intervals during the Contractor's regular business hours. The Contractor shall be responsible for maintaining and repairing equipment purchased or procured under this contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the Department, naming the Department as an additional insured, covering the loss, theft or destruction of such equipment. The Contractor will be required to sign a certification form available from the Department, requesting custody of such equipment for continued use after termination of the contract.

As such, rental of equipment is encouraged where the total expenditure for rental will be significantly less than the purchase price. A rental charge to this Agreement for a piece of equipment owned by the Contractor will not be allowed.

Space

In situations where the Contractor is receiving reimbursement for Space Rental, it must be clearly indicated in the Budget Narrative section. In addition, the Budget Narrative must also indicate whether the Contractor rents or owns the space for which they are receiving reimbursement and the basis used in developing the rental charge.

X. State Travel Expenses

This section X. does not apply to performance based milestone contracts, which will be reimbursed in accordance with the milestone payment schedule as set forth in Appendix B.

Travel expenses may be reimbursed at [the lesser of] rates in line with the written standard travel policy of the entity or the NYS Comptroller's guidelines for Management Confidential employees. Such expenses must conform to the budget approved by the Department and be necessary for the performance of the work under this Agreement. In addition, no out-of-state travel costs are allowed unless specifically detailed and pre-approved by the Department.

Y. Provisions Governing Subcontracting

The Contractor may not assign, transfer, convey, sub-let or otherwise dispose of its right, title and interest in this Agreement, or its power to execute this Agreement to any other person, company or corporation without the previous written consent of the Department. In all cases where a Contractor with the Department subcontracts any portion of that agreement, the Contractor retains full liability and responsibility for assuring that all funds under that agreement, including those to any subcontractor(s) are expended in compliance with:

- The State and Federal laws, rules and regulations governing the expenditure of such funds; and
- The provisions of this contract including but not limited to budget specificity and reasonable cost allocation to line item.

The Contractor will be responsible for identifying in the Agreement its plan for subcontracting. When actual subcontracting details are not known, subcontract information - including a brief, but definitive, narrative description of each program or service to be subcontracted, with whom subcontracting will be implemented (if known), the anticipated outcomes and the projected budget - will be incorporated into the Agreement. The Agreement may then be conditionally approved.

When the actual subcontract is executed, the Contractor must provide detailed subcontract information (copy of subcontract will suffice) to the Department within 15 days after execution. If a copy of the subcontract is not provided, the details required will include:

- a) name of subcontractor;
- b) services to be performed;
- c) program design;
- d) anticipated outcomes; and
- e) line item budget -- with cost category explanations.

Failure to comply with the above may result in the withholding of funds, suspension and/or termination of the Agreement. Failure to resolve within 30 days any non-compliance issues identified by the Department's review of the subcontract information may result in the withholding of further funds until such time as the non-compliance issues are resolved.

Z. Non-Duplicative Reimbursement

Signature of this Agreement constitutes certification by the contractor that payment requests will not duplicate reimbursement of costs and services received from other sources.

AA. Minority and Women-Owned Business Enterprise and Equal Employment Opportunity Participation

The Contractor hereby agrees to a 6% participation goal by New York State Certified Minority and 5% participation goal by New York State Certified Women-owned Business Enterprises (M/WBEs) in work provided or services performed in New York State under this Agreement in accordance with utilization goals established by the Department. These goal percentages are subject to the requirements of Article 15-A of the Executive Law of the State of New York and regulations adopted pursuant thereto.

Use of M/WBE firms by the Contractor may be as subcontractors and/or suppliers. The Contractor agrees to submit periodic utilization reports on forms provided by the Department in accordance with a schedule established by the Department. Compliance reports will be submitted on a quarterly basis.

Contractor further agrees to the submission of periodic Work Force Utilization reports on forms provided by the Department in accordance with a schedule established by the Department. The report will provide information on specified ethnic background, gender and Federal Occupational categories. Work Force Utilization reports showing the actual work force composition by the above breakdown, will be required on a quarterly basis during the term of the Agreement commencing with the quarters ending June 30, September 30, December 31 and March 31 of each year to the program liaison.

All reports must be submitted to the following address by the quarterly due dates outlined in the "M/WBE and Work Force Utilization Reporting Schedule" provided to the Contractor by the Department.

Division of Equal Opportunity Development
MWBE Administrator
NYS Dept. of Labor
State Office Campus
Building 12, Room 540
Albany, NY 12240
518-457-1984 Fax: 518-485-2575
NYC: 212-352-6603

Directory of Certified M/WBE Businesses:

The Directory of Certified MWBE Businesses is available on the internet at:
<http://205.232.252.35/>

A downloadable version of this data base is also available on this site.

For additional information or assistance in utilizing the Directory you may contact:

Division of Minority and Women's Business Development
Phone: 1-800-STATE-NY (1-800-782-8369)
E-mail: esd@empire.state.ny.us

Good Faith Efforts. In addition to the fulfillment of the goals established above, Contractor is encouraged to employ minority and women workers and solicit the participation of certified M/WBEs as subcontractors and suppliers on this Agreement.

M/WBE Regulations:

A copy of the applicable regulations, 5 NYCRR Parts 140 through 145, will be provided upon request to:

New York State Department of Labor
Division of Equal Opportunity Development
State Office Building Campus
Building 12, Room 540
Albany, New York 12240
(518) 457-1984

STATE CERTIFICATIONS

The undersigned, as a duly sworn representative of the contractor/vendor, hereby attests and certifies that:

- 1) No principal or executive officer of the contractor's/vendor's company, its subcontractor(s) and/or successor(s) is presently suspended or debarred; and
- 2) The contractor/vendor, its subcontractor(s) and/or its successor(s) is not ineligible to submit a bid on, or be awarded, any public work contract or sub-contract with the State, any municipal corporation or public body for reason of debarment for failure to pay the prevailing rate of wages, or to provide supplements, in accordance with Article 8 of the New York State Labor Law.
- 3) The contractor/vendor, its subcontractor(s) and/or its successor do not have any outstanding debts owed to the Department, including but not limited to, contractual obligations, fines related to Safety and Health violations, payments owed to workers for public works projects or the general provisions of the Labor Law, unemployment insurance contributions or other related assessments, penalties or charges.

**"NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MacBRIDE FAIR EMPLOYMENT PRINCIPLES"**

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(answer Yes or No to one or both of the following, as applicable.)

1. Has business operations in Northern Ireland:

_____ Yes X No

If Yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of its compliance with such Principles.

_____ Yes _____ No

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

Signature of Authorized Representative

Mary Carriveau

Title City Manager

Date 1/26/11

APPENDIX E

OCCUPATIONAL SAFETY AND HEALTH

Terms and Conditions Applicable to Training and Education Programs

Notwithstanding any term or condition to the contrary contained in **APPENDIX C**, the following terms and conditions shall apply to any contract with the New York State Department of Labor for training and education programs on occupational safety and health:

1. The intent of the grantee to utilize any subcontractor(s) must be disclosed to the grantor at the time of application and the identify of any subcontractor(s) or consultant(s) so utilized must be provided to the grantor, together with all such further information required under Section X of APPENDIX C, prior to any disbursements under the grant to such subcontractor(s) or consultant(s).

The Board may authorize a grantee or subcontractor to accept services from another grantee or subcontractor if:

- It is fully disclosed in the RFP application as to what service will be provided and by whom it will be provided;
- It is adequately documented that the use of this service will provide superior training services than could be provided by the applicants staff;
- The individual who will provide the service and the organization that they represent must ensure that reimbursement is only received from the State under one grant. If the grantee by which the person is employed chooses to provide the service without charge to the other entity, reasonable and documented charges may be reimbursed under their grant. If the organization receiving the services pays for the services only they may be reimbursed for the reasonable and documented cost under their grant;
- In any case of grantee accepting services from another grantee both grantees must notify their respective NYSDOL Grant Manager, in advance of the activities that will take place;
- Where a training session is conducted under these situations, only one grantee may count the participants as trained under their grant;
- This exemption may only be granted at the time of review of the original application. The Board will not consider requests during the program year and only the Board may grant this exemption.

Nothing herein shall prevent a grantee from utilizing the services provided by the OSHA certified training center for the New York Region solely to obtain OSHA certification for its agents so that they may provide training under the grant. This exemption shall only apply where an OSHA certified course of instruction is required for the grantee's agent to conduct the required training as an essential element of the program being funded by the grant.

2. Pursuant to the direction of the grantor, the grantee shall maintain sign-in sheets to record attendance at any meeting relating to the grant, including training and education sessions, and submit same to the grantor.
3. The grantor shall be permitted unrestricted entry to training and education sessions conducted by the grantee and/or any subcontractor(s) of the grantee for the purpose of monitoring same to determine satisfactory compliance with the purposes and objectives of the grant, and said entry may be without prior notification to the grantee and/or subcontractor.
4. No administrative costs incurred by the grantee in the preparation of the grant application shall be subject to reimbursement by the grantor, and no funds disbursed under the grant shall be utilized to defray such costs. Only the actual costs incurred by the grantee which are directly attributable to performance of the terms of the grant shall be eligible for reimbursement.
5. In all periodic (now quarterly) program reports to the grantor, the grantee shall detail the actual services delivered in comparison with the services contractually required under the grant.

6. Grantee acknowledges that a written assessment/evaluation of the grant program will be made by grantor at the end of the contract period and will be used in determining the rating of grantee as an application in the succeeding year.

7. Program Reporting Responsibilities

Contractor will provide a monthly progress report and a quarterly written report furnishing information on activities completed, numbers of persons trained and technical assistance responses provided.

8. Additional Responsibilities

The contractor shall provide timely notice of training and other program events to the Department of Labor for monitoring purposes.

As program materials are developed, one copy of each shall be forwarded to the Department of Labor. By the end of the contract period, the contractor will have supplied the Department of Labor, at no cost, with one copy of all training materials produced. All such materials shall bear the legend, "Produced through a grant from the New York State Department of Labor Occupational Safety and Health Training and Education Program." This does not mean that the material is endorsed by the Department.

9. Copyrights

Grantor shall have the right to copy any training material developed with under this grant, and is hereby granted a perpetual, non-transferable, royalty free license.

Grantee may charge no more than a nominal fee to users for the use of materials developed with funds, such fee to cover only the cost of reproduction and distribution of such materials.

APPENDIX

F

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

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

The city of Watertown is highly concerned about the safety & welfare of our employees and our goal is to provide a safe workplace for all employees. The following topics we feel from our PESH 900 forms will help us to meet our goals;

- a) Our employees remove old fuel tanks around the city and have had the 40 hour Hazwoper training. To keep up with that training we want to provide the 8 hour Hazwoper refresher for them. This will train our hazmat team of 8 people.
- b) Our people go into confined spaces on a regular basis to perform their various job duties so we would like to provide in-depth training for them so they are aware of how to protect themselves during an entry. This will train 24 DPW employees.
- c) From our 900 logs and PESH requirements we would like to provide a day long training course to cover the annual training such as hazard communication, electrical safety, etc othat our employees need. This will train all 75 of our employees.
- d) We are always digging trenches and we have a basic understanding of what we are doing but we need a competent person at each open trench so want to train 20 of our foremen to be competent persons.
- e) NYS has a requirement for us to train our employees on workplace violence prevention so we want to train all 75 of our employees on this topic.
- f) Every year we hire temporary summer employees for the parks dept and DPW so we would like to provide a training for them that will better prepare them to understand the hazards associated with their job duties for safety. This will train 20 employees.
- g) In our maintenance shop we have an overhead crane that our mechanics use all the time and we have never provided any training for them on this machine. This will train 10 people.
- h) Our electrical dept and tree crew use a bucket truck to elevate personnel to perform their job duties so we want to give these employees a training course. This will train 10 people.
- i) One of our most important tasks is to plow the streets of Watertown which is filled with its own special hazards. We would like to conduct a snowplow refresher course for our drivers to prepare them for the winter hazards. This will train 50 people.
- j) For our supervisors we would like to present the OSHA 10 hour course so they are fully aware of their responsibilities in providing safety for our employees and the ramifications for their choices both good and bad. This will train 18 supervisors and crew leaders.

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

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

No

-
4. APPLICANT DESCRIPTION *(Please indicate total number of employees and web address if available)*

Please see the attached pages of our description.

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

4. Applicant description

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

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

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

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

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

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

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

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

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

Our employee numbers are at 75 for the DPW, parks and recreation and electric department. in today's economic climate as with all municipalities funds are low so with the help of this grant we can keep up a safe and healthy workplace for our employees.

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

PROJECT NARRATIVE
Section I
PROJECT NEED AND DESIGN

Answer the following questions for each proposed activity/deliverable. When the answer to any question is applicable to all activities, just answer once and indicate it applies to all. Failure to complete and clearly answer the following specific questions will adversely affect your chances of receiving an award.

1. What is the activity, and which target groups and hazards are addressed?
2. How did you determine that the target group needs this activity?
3. How will you ensure adequate numbers of people are trained?
4. Please provide completed Training and Grant Management Summary. If needed, narrative may be provided for clarification.
5. What education, training, and communication techniques will be used, who will provide them and where?
6. What specific attitudes, skills, and knowledge will each person get as a result of the activity?
7. How will you find out if each person got the intended attitudes, skills and knowledge?
8. How will you find out whether the activity reduced the incidence/severity of occupational illnesses and injuries?
9. What are the estimated total and per person cost of the activity to be charged to this grant, and how did you determine whether the benefit of the activity is worth the cost?
10. How did you determine that the activity would not duplicate occupational safety and health resources that are already available?

PROJECT NARRATIVE

PROJECT NEED AND DESIGN

The funds from this project will enable City of Watertown, Inc. to go beyond the regulated areas and provide more in depth targeted training that will cover the specific hazards for various departments instead of generic training. This grant will greatly enhance the ongoing efforts of providing a safe work place for its employees and will also affect the community.

Technical assistance activities will be provided as an in-kind contribution by specific staff for critical management activities. All activities provide service to some portion of the workforce, which includes approximately 75 employees. The training will be described later in this session under the training and grant management summary.

The answers to the following questions will be the same for each activity as will be described in this grant application.

2. How did you determine that the target group needs this activity?

The needs and project activities were determined through the following:

1. Review of injuries and illnesses on the PESH 900 log
2. Recommendations and concerns from the production employees
3. Recommendations from audit activities from the safety committee
4. Recommendations from the DPW Superintendent

3. How will you ensure adequate numbers of people are reached with this training?

As all participants are employees of City of Watertown, Inc., their attendance is mandated. We conduct a number of educational programs throughout the year and they are always fully attended by the required employees because we have support from our upper management to make it happen.

5. What education, training, and communication techniques will be used, who will provide them and where?

Training methods include lecture, demonstration and employee participation with hands on portions. Training sessions will be held at least monthly and will follow the sessions and topics as outlined later. However, it may become necessary to split some topics into smaller time frames and more sessions dependent upon the workload of employees. The number of participants described above may fluctuate slightly as employees leave, retire, are hired, take vacations, take sick leave time, have job responsibility changes, or company policies change. Some topics have smaller numbers because we cannot shut down production activity to have everyone in the training at the same time. Some of the topics have low class numbers and that is because it is small numbers and we cannot have everyone in training at one time.

We have chosen one consultant who will perform training and training specific development. We will be using Empire Safety Training & Consulting, Inc, an occupational safety consulting firm. The qualifications and resumes of consultants are attached.

PROJECT NARRATIVE

Page 2

PROJECT NEED AND DESIGN

City of Watertown, Inc. will contract with the consultant described above to provide the assessment, training and evaluation which will all take place at our plant in our conference and training room and in the plant for hands on training.

7. How will you find out if each person got the intended attitudes, skills and knowledge?

At some future point after the training employees will be observed while performing their usual activities by a member of our management team and the supervisor for the area. He or She will observe teaching methods during the training and verbally reinforce those practices that were outlined in the training. Where needed, employees will be coached and retraining will be performed on the spot.

The total evaluation techniques involved in this project include:

- Passing written and or performance tests to determine skill competency
- Training validation taking place on the actual jobsite and on the spot retraining as necessary conducted by supervisory personnel or the safety coordinator.
- Training evaluations filled out by participants
- Training evaluation of at least two of the training sessions for each topic to be attended by the Superintendent
- Reduction of actual accidents as described below

8. How will you find out whether the activity reduced the incidence/severity of occupational illnesses and injuries?

A comparison will be made toward the end of the grant year and after the grant is completed to determine the types of incidents, injuries and the severity of injuries. Noted will be those specific target areas that have typically been a high number of lost time and a high number of incidences. The areas of concern currently are the programs outlined for training the experienced and new employees at the DPW, parks and recreation and electric employees, that can cause injuries and bodily injuries sustained while performing their work or emergency activities around the plant. In some instances accident numbers need not be reduced, however, the training will provide the participants with the skills and knowledge to prevent future accidents. This will not be able to be readily seen in accident reports but will be acknowledged through the lack of accidents or incidents.

9. What are the estimated total and per person cost of the activity to be charged to this grant, and how did you determine whether the benefit of the activity is worth the cost?

The estimated cost of each activity and the per person cost will be detailed under each activity in the attached pages. It was determined that hiring a consulting firm by the hour to perform the project work as described above would be much more cost effective than sending employees to formal training away from the plant.

PROJECT NARRATIVE

Page 3

PROJECT NEED AND DESIGN

Formal training courses that cover the topics as will be described would cost from \$50.00 to \$300.00 per person for each topic. In addition having the consultant provide services onsite enables the training to be company specific. This type of group training enables employees to interact with the training and will prove to be a more effective use of the training dollars and time. The educational strategies involved will enable more hands on practice for employees and is geared toward their work. Research on training adult's states that these aspects are important to having adult students retain knowledge and use that knowledge in their work environment.

In kind contributions included in this project are:

- Training Space
- Superintendents Time
- Training equipment
- Refreshments

10. How did you determine that the activity would not duplicate occupational safety & health resources that are already available?

There is no duplication of services in this project as no other resources for safety training could be located that fits the needs of this group or can be performed in the training time frames the company has available.

Regarding the availability of the 7C(1) programming, while a good program, it cannot meet our needs for training. The program would not be able to reach all of the areas of concern as outlined in this RFP in a year's time. While the New York State consultants are available to perform a survey at our plant annually, their availability is limited due to the overwhelming requests and the number of consultants in that office. In addition scheduling and completion of activities such as outlined in this program narrative would require that a lot of the NYS consultant's time would have to be reserved for one company and this would be impossible due to the number of companies which must be served by them.

PROJECT NARRATIVE

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY **8 Hour Hazwoper Training**

1. b. TARGET GROUP
DPW Hazmat Team

5. TRAINING METHODS and # 7 TRAINING EVALUATIONS

Training methods include lecture, demonstration, and employee participation with a hands on training and homework. Trainers will use company specific policies and OSHA/DEC regulations. The participants will be engaged to participate in the session. A training pamphlet will be used in the training that will outline the major points of the class. A short quiz will be given after the session. At some future point after the training employees will be observed while performing their usual activities by a member of the management team. He or She will verbally reinforce those practices that were outlined in the training. Where needed, employees will be coached and retraining will be performed on the spot. We are offering two classes because we cannot have everyone in the class at the same time due to workers on different shifts.

6. ATTITUDES, SKILLS AND KNOWLEDGE GAINED BY THIS ACTIVITY

Employees will learn how about the various types of chemicals and oils that they could be called upon to contain in case of a spill. They will read the MSDS sheets for each product and learn the types of personal protective equipment they will need to protect themselves during the cleanup. They will learn about the types of products and materials available for spill cleanup and absorption materials at the plant and how to use them and most importantly where they are located in the plant. They will learn about incident command of the spill and where to set up and do decontamination after all is done. They will learn how to properly dispose of the material after the spill is completed. A hands on drill will also be conducted.

9. TOTAL COST OF ACTIVITY **Approximately \$1000.00**
PER PERSON COST OF ACTIVITY **Approximately \$143.00 per person**

PROJECT NARRATIVE

Page 2

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY **Confined Space Entry Training**

1. b. TARGET GROUP
DPW Employees

5. TRAINING METHODS and # 7 TRAINING EVALUATIONS

Training methods include lecture, demonstration, and employee participation with a hands on training and homework. Trainers will use company specific policies and OSHA regulations. The participants will be engaged to participate in the session. A training pamphlet will be used in the training that will outline the major points of the class. A short quiz will be given after the session. At some future point after the training employees will be observed while performing their usual activities by a member of the management team. He or She will verbally reinforce those practices that were outlined in the training. Where needed, employees will be coached and retraining will be performed on the spot

6. ATTITUDES, SKILLS AND KNOWLEDGE GAINED BY THIS ACTIVITY

Employees will learn what the basic hazards associated with confined space entry. They will learn how to monitor the atmosphere before entering a space. They will learn how to make out a permit before entering a space to eliminate all entry hazards. They will learn how to use the company non-entry rescue equipment and when to ventilate a space and how to perform that task. They will learn what constitutes a confined space and what makes it a permit required or just a confined space.

9. TOTAL COST OF ACTIVITY Approximately \$1500.00
PER PERSON COST OF ACTIVITY Approximately \$62.00 per person

PROJECT NARRATIVE

Page 3

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY

8 Hour PESH Safety Training

1. b. TARGET GROUP

All DPW, Electrical & Parks & Recreation

5. TRAINING METHODS and # 7 TRAINING EVALUATIONS

Training methods include lecture, demonstration, and employee participation with a hands on training and homework. Trainers will use company specific policies and OSHA regulations. The participants will be engaged to participate in the session. A training pamphlet will be used in the training that will outline the major points of the class. A short quiz will be given after the session. At some future point after the training employees will be observed while performing their usual activities by a member of the management team. He or She will verbally reinforce those practices that were outlined in the training. Where needed, employees will be coached and retraining will be performed on the spot

6. ATTITUDES, SKILLS AND KNOWLEDGE GAINED BY THIS ACTIVITY

Employees will learn what the basic hazards associated with electrical safety are and how to recognize them. They will understand how to read material safety data sheets and labeling, they will learn about environmental hazards they face with outdoor work like sunburn, ticks and other issues. They will learn about lockout tagout and how to de-energize power sources before working on them. They will learn about proper flagging procedures and personal protective equipment for each job task they perform. They will understand machine guarding basics and safety issues with portable hand & Power tools. They learn how to recognize slips trips and falls hazards and how to prevent them and much more.

9. TOTAL COST-OF ACTIVITY
PER PERSON COST OF ACTIVITY

Approximately \$5000.00
Approximately \$67.00 per person

PROJECT NARRATIVE

Page 4

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY

Trenching Competent Person Training

1. b. TARGET GROUP

All DPW and Electric Department Supervisors and foremen

5. TRAINING METHODS and # 7 TRAINING EVALUATIONS

Training methods include lecture, demonstration, and employee participation with a hands on training and homework. Trainers will use company specific policies and OSHA regulations. The participants will be engaged to participate in the session. A training pamphlet will be used in the training that will outline the major points of the class. A short quiz will be given after the session. At some future point after the training employees will be observed while performing their usual activities by a member of the management team. He or She will verbally reinforce those practices that were outlined in the training. Where needed, employees will be coached and retraining will be performed on the spot

6. ATTITUDES, SKILLS AND KNOWLEDGE GAINED BY THIS ACTIVITY

Employees will learn what the basic hazards associated with trenching and excavation. They will learn the OSHA standard so they know what the regulations require. They will learn how to test the soil with a pocket penetrometer to classify soils for safe entry. They will learn about underground hazards and how to call dig safely before digging. They will learn how to use trench boxes and hydraulic shoring for trenches deeper than 4 feet. They will learn how to recognize danger before it happens and shut the job down.

9. TOTAL COST OF ACTIVITY
PER PERSON COST OF ACTIVITY

Approximately \$750.00
Approximately \$38.00 per person

PROJECT NARRATIVE

Page 5

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY

Workplace Violence Prevention Training

1. b. TARGET GROUP

All Employees of the city

5. TRAINING METHODS and # 7 TRAINING EVALUATIONS

Training methods include lecture, demonstration, and employee participation with a hands on training and homework. Trainers will use company specific policies and OSHA regulations. The participants will be engaged to participate in the session. A training pamphlet will be used in the training that will outline the major points of the class. A short quiz will be given after the session. At some future point after the training employees will be observed while performing their usual activities by a member of the management team. He or She will verbally reinforce those practices that were outlined in the training. Where needed, employees will be coached and retraining will be performed on the spot

6. ATTITUDES, SKILLS AND KNOWLEDGE GAINED BY THIS ACTIVITY

Employees will learn about the city of Watertown's Workplace Violence Prevention policy. They will learn how to recognize potential violent situations before hand and work to prevent it from happening. They will learn how to handle themselves in an incident to stay alive. They will learn the safeguards that the city has put into place to protect the city employees

9. TOTAL COST OF ACTIVITY
PER PERSON COST OF ACTIVITY

Approximately \$625.00
Approximately \$8.00 per person

PROJECT NARRATIVE

Page 6

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY

Summer Employee Training

1. b. TARGET GROUP

Temporary summer help

5. TRAINING METHODS and # 7 TRAINING EVALUATIONS

Training methods include lecture, demonstration, and employee participation with a hands on training and homework. Trainers will use company specific policies and OSHA regulations. The participants will be engaged to participate in the session. A training pamphlet will be used in the training that will outline the major points of the class. A short quiz will be given after the session. At some future point after the training employees will be observed while performing their usual activities by a member of the management team. He or She will verbally reinforce those practices that were outlined in the training. Where needed, employees will be coached and retraining will be performed on the spot

6. ATTITUDES, SKILLS AND KNOWLEDGE GAINED BY THIS ACTIVITY

Employees will learn what the basic hazards associated with using grass walking & riding mowers, weed eaters etc. They will learn how to read an MSDS sheet for the chemical hazards they are exposed to. They will learn about environmental hazards such as ticks, sunburn, bee stings, rabies. They will learn about basic electrical safety and lockout tagout. They will learn about portable hand tool safety and much more.

9. TOTAL COST OF ACTIVITY

Approximately \$500.00

PER PERSON COST OF ACTIVITY

Approximately \$25.00 per person

PROJECT NARRATIVE

Page 8

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY **Bucket Truck Operator Training**

1. b. TARGET GROUP
DPW and electrical employees

5. TRAINING METHODS and # 7 TRAINING EVALUATIONS

Training methods include lecture, demonstration, and employee participation. Trainers will use a PowerPoint presentation and samples of personal protective equipment, lockout tagout equipment and hand on training along with certification of the operator. The participants will be engaged to participate in the session. A training pamphlet will be used in the training that will outline the major points of the class. A short quiz will be given after the session. At some future point after the training employees will be observed while performing their usual activities by a member of the management team. He or She will observe teaching methods and verbally reinforce those practices that were outlined in the training. Where needed, employees will be coached and retraining will be performed on the spot.

6. ATTITUDES, SKILLS AND KNOWLEDGE GAINED BY THIS ACTIVITY

Employees will become aware of the various hazards they are exposed to by conducting their normal job duties with the bucket Truck. Topics to be discussed will be pedestrian safety along with city residents since there are so many fatalities with ground personnel. We will discuss pre-use safety inspection of the truck to include dielectric inspection of the bucket and turret, electrical and other overhead hazards. The use of fall protection and the correct type to wear. We will look at the safe operation of the equipment along the roadway how to set up safe roadside operation. We will discuss rescue operations should a person get electrocuted or have a physical breakdown.

9. TOTAL COST OF ACTIVITY Approximately \$500.00
 PER PERSON COST OF ACTIVITY Approximately \$50.00 per person

PROJECT NARRATIVE

Page 9

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY **Snowplow Operator Refresher Training**

1. b. TARGET GROUP
50 DPW Employees

5. TRAINING METHODS and # 7 TRAINING EVALUATIONS

Training methods include lecture, demonstration, and employee participation. Trainers will use a PowerPoint presentation and samples of personal protective equipment, lockout tagout equipment and hand on training along with certification of the operator. The participants will be engaged to participate in the session. A training pamphlet will be used in the training that will outline the major points of the class. A short quiz will be given after the session. At some future point after the training employees will be observed while performing their usual activities by a member of the management team. He or She will observe teaching methods and verbally reinforce those practices that were outlined in the training. Where needed, employees will be coached and retraining will be performed on the spot.

6. ATTITUDES, SKILLS AND KNOWLEDGE GAINED BY THIS ACTIVITY

Employees will become aware of the various hazards they are exposed to by conducting their normal job duties with the snowplow. Topics to be discussed will be pre-use safety inspection of the truck and plow, proper plowing techniques with single and two man plow operations. We will look at the safe operation of the equipment along with turn arounds, backing, clearing intersections, sanding operations, various types of intersection collisions, the motorist behind us and those that are passing us on either side and more.

9. TOTAL COST OF ACTIVITY Approximately \$2250.00
 PER PERSON COST OF ACTIVITY Approximately \$45.00 per person

PROJECT NARRATIVE

Page 10

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY **OSHA 10 Hour Course Training**

1. b. TARGET GROUP
Supervisors and Foremen

5. TRAINING METHODS and # 7 TRAINING EVALUATIONS

Training methods include lecture, demonstration, and employee participation with a hands on training and homework. Trainers will use company specific policies and OSHA standards. The participants will be engaged to participate in the session. A training pamphlet will be used in the training that will outline the major points of the class. A short quiz will be given after the session. At some future point after the training employees will be observed while performing their usual activities by a member of the management team. He or She will verbally reinforce those practices that were outlined in the training. Where needed, employees will be coached and retraining will be performed on the spot. Two classes will be running concurrently since we cannot put all of the supervisors in one class to keep production going.

6. ATTITUDES, SKILLS AND KNOWLEDGE GAINED BY THIS ACTIVITY

supervisors will learn how to read the 1910 OSHA code of federal regulations for general industry and understand the language to determine shall be done versus may be done. They will learn about various OSHA standards that apply to their workplace and what they need to do to keep the company in compliance and to protect their employees from injury and harm. A combination of classroom and hands on training.

9. TOTAL COST OF ACTIVITY **Approximately \$2500.00**
PER PERSON COST OF ACTIVITY **Approximately \$138.00 per person**

PROJECT NARRATIVE

Section II

PROJECT EXPERIENCE AND ADMINISTRATIVE CAPABILITY

1. Describe your organization's fiscal management expertise, specifically referring to any experience administering government contracts.

The City of Watertown being a public employer has successfully administered many grants from New York State and the Federal Government through the many years it has been established. We feel that we can successfully manage this HAB grant if awarded to us.

2. Has your organization had prior HAB Grants? yes no

Please list any HAB grants since the 2007-08 Program Year.

<u>Year</u>	<u>Amount</u>	<u>Topics of Training</u>	<u>Measurable Outcome of Training</u>
-------------	---------------	---------------------------	---------------------------------------

3. The Board would like to see some examples, from applicants who have had past grants, of areas you believe illustrate positive outcomes from the grant. This may be in the form of examples demonstrating that the workplace is now safer (changes in work practices, statistics demonstrating improvement, implementation or improvements in Safety Committee) highlighting changes that have been implemented as a result of grant training, examples of positive individual achievements that you would attribute back to prior grant work. This information is strongly encouraged, especially from grantees with a history of prior grants, but we are not mandating it at this point.

we have been in the process of creating the written safety programs that are required for PESH compliance such as hazard communication, lockout tagout and written procedures and others.

**NEW YORK STATE HAZARD ABATEMENT BOARD
BUDGET SUMMARY**

CATEGORY OF EXPENSES	REQUESTED AMOUNTS
A. STAFF SALARIES	
B. STAFF FRINGE BENEFITS	
C. CONTRACTED SERVICES	\$15,000.00
D. STAFF TRAVEL	
E. EQUIPMENT	
F. SPACE/UTILITIES	
G. OTHER OPERATING EXPENSES	
H. MISCELLANEOUS PARTICIPANT EXPENSES	
TOTAL BUDGET	\$15,000.00

*Note: An alternative set of these Budget forms in excel is also available at www.labor.state.ny.us/hab . Please submit these forms or the excel version, but not both.

DETAIL BUDGET PAGE (2)

B. STAFF FRINGE BENEFITS

(1)	(2)
JOB TITLE	REQUESTED AMOUNT
TOTAL STAFF FRINGE BENEFITS	

DETAIL BUDGET PAGE (3)

C. CONTRACTED SERVICES

(1) TYPE/DESCRIPTION OF SERVICE	(2) REQUESTED AMOUNT
Empire Safety will provide all training services applied for	\$15,000.00
TOTAL CONTRACTED SERVICES	\$15,000.00

DETAIL BUDGET PAGE (6)

F. SPACE/UTILITIES

(1)	(2)
DESCRIPTION OF EXPENSES	REQUESTED AMOUNT
TOTAL SPACE/UTILITIES	

DETAIL BUDGET PAGE (7)

G. OTHER OPERATING EXPENSES

(1)	(2)
TYPE DESCRIPTION OF OPERATING EXPENSES	REQUESTED AMOUNT
<u>TELEPHONE</u>	
<u>POSTAGE</u>	
<u>INSURANCE/BONDING</u>	
<u>PRINTING/PHOTOCOPYING</u>	
<u>ADVERTISING</u>	
<u>CONSUMABLE SUPPLIES</u>	
OTHER (please list):	
TOTAL OTHER OPERATING EXPENSES	

DETAIL BUDGET PAGE (8)

H. MISCELLANEOUS PARTICIPANT EXPENSES

(1)	(2)
TYPE/DESCRIPTION OF EDUCATIONAL MATERIAL	REQUESTED AMOUNT
<u>TRAINING MATERIALS</u>	
<u>TESTING MATERIALS</u>	
OTHER (please list):	
TOTAL MISCELLANEOUS PARTICIPANT EXPENSES	

CONTRACT BUDGET NARRATIVE/JUSTIFICATION

PLEASE PROVIDE THE FOLLOWING ADDITIONAL INFORMATION IN SUPPORT OF THE BUDGET. Explain how you calculated or estimated each item.

A. STAFF SALARIES:

For each Staff Member in the proposal, provide a breakdown (Direct Training Hours, Technical Assistance/Program Planning Hours, and Grant Administration Hours) of the activities performed and the number of hours spent weekly on each activity. Please provide resumes for trainers or minimum qualifications for position

B. FRINGE BENEFITS:

Fringe Benefits should be budgeted in line with the Agency's Standard Fringe Benefit Policy and/or Negotiated Bargaining Agreements, however, fringe benefits may not exceed 40% of staff salaries proposed. If budget fringe benefits represent an exception to standard policy, please explain basis. (Note: Severance pay cannot be supported with grant funds.)

C. CONTRACTED SERVICES:

For all subcontractors, relating to program activities, attach a copy of the subcontract. If subcontract is not available but the subcontractor has been determined, indicate the subcontract's name, provide Trainer Resumes, the anticipated outcomes, and the projected budget, (cost per hour, per course). When subcontracting details are not known, include a brief narrative of each service to be subcontracted, include minimum qualifications for trainers and the affiliated organization for the trainers.

Empire Safety Training & Consulting, Inc. will provide all of the training services we have applied for in this RFP. Resumes for the trainers are attached.

D. STAFF TRAVEL EXPENSES:

Any exceptional staff travel costs must be justified below. In addition, no out of state travel costs are allowed unless specifically detailed and approved below. Staff travel costs should be budgeted in line with the standard Agency travel policy or NYS Comptroller guidelines.

E. EQUIPMENT:

Please provide a justification for any exceptional equipment purchase/rental costs as related to the program needs. State procurement procedures and considerations for purchase/rentals. Complete attached inventory list for any equipment previously purchased with HAB funds.

F. SPACE/UTILITIES

Please indicate whether the property is owned or rented.

Owned

Rented

G. OTHER OPERATING EXPENSES

Please provide an estimated budget by general type of expense. Any type of expense outside of those standard allowable categories listed on HAB TE 110.7 must be listed as extraordinary and fully explained/justified. In addition, any significant or exceptional dollar amounts included should be explained in line with programmatic requirements.

	Estimated Budget
Allowable categories: Telephones	_____
Postage	_____
Insurance/Bonding	_____
Printing/Photocopy	_____
Advertising	_____
Supplies	_____
Other Extraordinary Categories (List):	

Laid Over Under the Rules

June 30, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Ordinance Establishing Water Rates

The attached Ordinance was prepared for City Council consideration at the June 1, 2001 adjourned City Council meeting as part of the budget adoption. At that time, it was introduced and seconded, and then Laid Over Under the Rules.

If adopted, this will eliminate the third tier in the rate schedule and change the remaining two tiers as follows for quarterly in city customers:

First 1,200 cubic feet (8,976 gallons)	\$37.00 per 1,000 cubic feet (7,480 gallons)
Over 1,200 cubic feet (8,976 gallons)	\$25.00 per 1,000 cubic feet (7,480 gallons)

Amendments to monthly charges, minimum charges and charges to outside quarterly customers, and partial tax exemption rates will also be amended.

ORDINANCE

Page 1 of 4

Establishing Water Rates

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

YEA	NAY

Total

Introduced by

Council Member Jeffrey M. Smith

BE IT ORDAINED by the City Council that Chapter 301 of the Municipal Code is hereby amended by deleting Sections 301-17 (A), (B), (D), (E) and (H); and

BE IT FURTHER ORDAINED by the City Council that the Municipal Code, Chapter 301 be and the same is hereby amended by adding thereto new Sections 301-17 (A), (B), (D), (E) and (H) as follows:

301-17. Water Rates and Charges. The rate for both domestic and industrial metered water within the City of Watertown shall be as follows:

A. METER RATES

(1) Quarterly Meter Rates:

First 1,200 cubic feet (8,976 gallons) \$37.00 per 1,000 cubic feet (7,480 gallons)

Over 1,200 cubic feet (8,976 gallons) \$25.00 per 1,000 cubic feet (7,480 gallons)

(2) Monthly meter rates

First 400 cubic feet (2,992 gallons) \$37.00 per 1,000 cubic feet (7,480 gallons)

Over 400 cubic feet (2,992 gallons) \$25.00 per 1,000 cubic feet (7,480 gallons)

ORDINANCE

Page 2 of 4

Establishing Water Rates

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

Total

YEA	NAY

B. MINIMUM CHARGE QUARTERLY FOR CITY USE

(1) Quarterly charge for City use

Meter Size (inches)	Cubic Feet	Gallons	Minimum Charge
5/8	900	6,732	\$ 33.30
3/4	1,500	11,220	51.90
1	2,700	20,196	81.90
1 1/2	5,100	38,148	141.90
2	8,400	62,832	224.40
3	15,900	118,932	411.90
4	26,400	197,472	674.40
6	51,900	388,212	1,311.90
8	84,000	628,320	2,114.40
10	120,000	897,600	3,014.40

(2) Monthly charge for City use

Meter Size (inches)	Cubic Feet	Gallons	Minimum Charge
5/8	300	2,244	\$ 11.10
3/4	500	3,740	17.30
1	900	6,732	27.30
1 1/2	1,700	12,716	47.30
2	2,800	20,944	74.80
3	5,300	39,644	137.30
4	8,800	65,824	224.80
6	17,300	129,404	437.30
8	28,000	209,440	704.80
10	40,000	299,200	1,004.80

ORDINANCE

Page 3 of 4

Establishing Water Rates

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

YEA	NAY

Total

D. METER RATES OUTSIDE CITY

First 1,200 cubic feet (8,976 gallons)	\$44.40 per 1,000 cubic feet (7,480 gallons)
Over 1,200 cubic feet (8,976 gallons)	\$30.00 per 1,000 cubic feet (7,480 gallons)

E. MINIMUM CHARGE QUARTERLY FOR OUSIDE CITY USE

Meter Size (inches)	Cubic Feet	Gallons	Minimum Charge
5/8	900	6,732	\$ 39.96
3/4	1,500	11,220	62.28
1	2,700	20,196	98.28
1 1/2	5,100	38,148	170.28
2	8,400	62,832	269.28
3	15,900	118,932	494.28
4	26,400	197,472	809.28
6	51,900	388,212	1,574.28
8	84,000	628,320	2,537.28
10	120,000	897,600	3,617.28

H. PARTIAL TAX EXEMPTION RATES

Unit	Charge
1	\$ 3.70
2	\$ 7.40
3	\$11.10
4	\$14.80
5	\$18.50
6	\$22.20
7	\$25.90
8	\$29.60

ORDINANCE

Page 4 of 4

Establishing Water Rates

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

And,

BE IT FURTHER ORDAINED that this ordinance shall take effect on July 1, 2011, after it has been published once in the official newspaper of the City of Watertown, or as the City Manager directs.

Seconded by Council Member Teresa R. Macaluso

Laid Over Under the Rules

June 30, 2011

To: The Honorable Mayor and City Council

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

Subject: Approving the Zone Change Request Submitted by Patrick J. Scordo
Changing the Approved Zoning Classification of a 13.61 Acre Portion of
Parcel No. 13-23-101 From Residence A to Commercial and a 2.485 Acre
Non-Zoned Portion of Parcel No. 13-23-102.1 to Commercial

The applicant has requested that all decisions related to the Samaritan Senior Village be delayed until they get a response from the U.S. Army Corps of Engineers on the wetlands located on the site.

ORDINANCE

Page 1 of 2

Approving the Zone Change Request Submitted by Patrick J. Scordo, changing the approved zoning classification of a 13.618 acre portion of Parcel 13-23-101 from Residence A to Commercial, and a 2.485 acre non-zoned portion of Parcel 13-23-102.1 to Commercial

Introduced by

Council Member Roxanne M. Burns

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

Total

YEA	NAY

BE IT ORDAINED where Patrick J. Scordo of GYMO, P.C., has made 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 a 13.618 acre portion of Parcel 13-23-101 from Residence A to Commercial, and a 2.485 acre non-zoned portion of Parcel 13-23-102.1 to Commercial, and

WHEREAS the portion of Parcel 13-23-101 subject to this request is shown as "Parcel 1" in the Final Plat Subdivision submitted by Gregory F. Ashley of GYMO, P.C. to the City of Watertown on May 10, 2011, and

WHEREAS that Final Plat Subdivision map is filed in the Engineering Department as "Subdivision M-01-11", and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its meeting held on May 3, 2011, and adopted a motion recommending that the City Council approve the zone change as requested, 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, and

WHEREAS a public hearing was held on the proposed zone change on June 6, 2011, 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,

NOW THEREFORE BE IT ORDAINED that the zoning classification shall be changed for a 13.618 acre portion of Parcel Number 13-23-101 located on the 1500 block of Washington Street, as described above, from Residence A to Commercial, and

BE IT FURTHER ORDAINED that the zoning classification shall be changed for the non-zoned 2.485 acre portion of Parcel Number 13-23-102.1, located on the 1500 block of Washington Street, to Commercial, and

ORDINANCE

Page 2 of 2

Approving the Zone Change Request Submitted by Patrick J. Scordo, changing the approved zoning classification of a 13.618 acre portion of Parcel 13-23-101 from Residence A to Commercial, and a 2.485 acre non-zoned portion of Parcel 13-23-102.1 to Commercial

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

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 printed as the City Manager directs.

Seconded by Council Member Jeffrey M. Smith

June 30, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Alcohol Franchisee Requests, Jefferson County
Agricultural Society

Attached are two letters received from the Jefferson County Agricultural Society requesting they be granted a Franchise to sell beer and wine at the following events:

July 23, 2011	Reba McIntyre Concert held at the ball field
July 12-17, 2011	Jefferson County Fair, to include a boxing match and a concert to be held at ball field

Based on the new contract with Watertown Sports Ventures, the City Council may grant the franchise to sell alcohol at the ball field to an entity other than Watertown Sports Ventures who may host an outdoor concert on the premises leased by Watertown Sports Ventures. If the City Council approves granting the franchise for these events to the Jefferson County Agricultural Society, I will sign the permit applications:

Jefferson County Agricultural Society

Oldest Continuous Operating Fair in America

Established in 1817

P.O. Box 8003 Watertown, NY 13601

Phone 315-782-8612 Fax 315-782-3268

www.leffcofair.org



June 15, 2011

Mary Corriveau, City Manager

City Hall

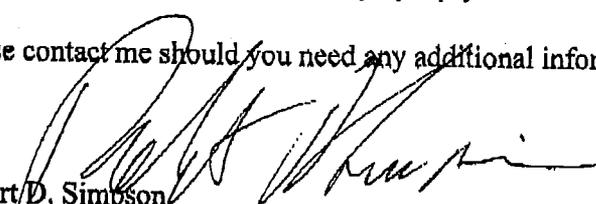
245 Washington St.

Watertown, NY 13601

Dear Mary:

1. Since the Disabled Person's Action Organization has no desire to hold the franchise to sell beer and wine at the upcoming concert at the fairgrounds grandstand the Jefferson County Agricultural Society is requesting it be granted a franchise for the sale of alcohol at the DPAO concert July 23, 2011.
2. The Jefferson County Agricultural Society will be the licensee for all alcohol sold at the July 23, 2011 concert.
3. The Jefferson County Agricultural Society will be responsible to the City of Watertown and the New York State Liquor Authority and will insure that all servers will have received the proper training as servers. We have arranged for the training of 35 members to be held on June 20, 2011. All alcohol serving stations will be appropriately licensed as required by the New York State Liquor Authority.
4. The Agricultural Society agrees to defend and indemnify the City of Watertown in connection with any claims made against the city concerning an illegal sale of alcohol at the event as defined in Sec 65 of the NY State Alcohol Beverage Control Law. Copies of insurance documents will be provided to the City of Watertown as requested.
5. The Jefferson County Agricultural Society will comply with the terms and conditions of any license issued for the sale of alcohol at this event and with any law or regulation governing such sale.
6. The Jefferson County Agricultural Society will not sub contract or assign the sale of alcohol to any other entity.
7. The Jefferson County Agricultural Society agrees to pay the City of Watertown a franchise fee of 10% of the gross sales within 10 days of the conclusion of the event and authorizes City staff to monitor the sales during the event and to provide a copy of any sales tax return filed in connection with the sale of alcohol at the event and we agree to permit the conduct of an audit of sales to ensure proper payment of the franchise fee.

Please contact me should you need any additional information.


Robert D. Simpson
President

06/15/2011 10:00 AM 0057004

Jefferson County Agricultural Society

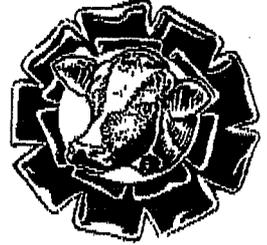
Oldest Continuous Operating Fair in America

Established in 1817

P.O. Box 8003 Watertown, NY 13601

Phone 315-782-8612 Fax 315-782-3268

www.jeffcofair.org



June 15, 2011

Mary Corriveau, City Manager

City Hall

245 Washington St.

Watertown, NY 13601

Dear Mary:

1. The Jefferson County Agricultural Society is requesting it be granted a franchise for the sale of alcohol during the 2011 Jefferson County Fair at the Fairgrounds July 12-17, 2011.
2. The Jefferson County Agricultural Society will be the licensee for all alcohol sold at the Jefferson County Fair.
3. The Jefferson County Agricultural Society will be responsible to the City of Watertown and the New York State Liquor Authority and will insure that all servers will have received the proper training as servers. We have arranged for the training of 35 members to be held on June 20, 2011. All alcohol serving stations will be appropriately licensed as required by the New York State Liquor Authority.
4. The Agricultural Society agrees to defend and indemnify the City of Watertown in connection with any claims made against the city concerning an illegal sale of alcohol at the event as defined in Sec 65 of the NY State Alcohol Beverage Control Law. Copies of insurance documents will be provided to the City of Watertown as requested.
5. The Jefferson County Agricultural Society will comply with the terms and conditions of any license issued for the sale of alcohol at th is event and with any law or regulation governing such sale.
6. The Jefferson County Agricultural Society will not sub contract or assign the sale of alcohol to any other entity.

Please contact me should you need any additional information.

A handwritten signature in black ink, appearing to read "Robert D. Simpson". The signature is fluid and cursive.

Robert D. Simpson

President

June 26, 2011

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

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

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

Board or Commission	Appointed By	Term	Name of Member	Date of Appt.	Term Expires
Empire Zone Administrative Board	Council	3 Years	Robert Lawlor	4/21/2008	5/31/2011
Empire Zone Administrative Board	Council	3 Years	James Fitzpatrick	4/21/2008	5/31/2011
Empire Zone Administrative Board	Council	3 Years	Peter Sovie	4/21/2008	5/31/2011
Board of Assessment Review	Council	5 Years	Linda J. Fields	11/15/2010	9/30/2011

June 26, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Request for Funding, Jefferson County Historical Society

I have attached a letter received this past week from Mr. William G. Wood, Executive Director of the Jefferson County Historical Society, requesting consideration for financial support from the Tourism Fund in the amount of \$10,000. This funding would be used to market the facility and exhibits of the Historical Society via media, brochures and posters. The Historical Society has planned museum exhibits, history tours, lectures, private and community events that will be marketed and promoted to draw visitors to the City of Watertown.

Over each of the past four years, the City has provided \$5,000 in support to the Historical Society for marketing. Based on our past support and the lack of a request for an increase prior to budget preparation, an appropriation of \$5,000 was included in the FY 2011-2012 Budget. Year to date, we have received approximately \$3,500 in receipts from the Historical Society for reimbursement for Fiscal Year 2010-2011.



Jefferson County Historical Society

228 Washington St., Watertown, NY 13601

Phone:
(315) 782-3491

Fax:
(315) 782-2913

Website:
JeffersonCountyHistory.org

Officers

Roxanne M. Burns
President

Jeff Garvey
1st Vice President

Maria Roche
2nd Vice President

Joyce Bradley
Secretary

Tom Bowie
Treasurer

Board of Trustees

Gary Beasley
Jonah Coburn
Dan Dupee II
Mark Gebo
Nusrat Hafeez
Donna Hansen
Dawn Ludovici
Taylour Scanlin
Pattie Schreck
Phil Sprague
Carol Wardwell
Joan White

Museum Staff

William G. Wood
Executive Director

Lisa Earp

Bookkeeper /Admin. Assist.

Melissa Widrick
Curator of Education

Lenka P. Walldroff
Collections Manager

David T. Coleman
Caretaker

June 22, 2011

Mary M. Corriveau
City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601-3380

Dear Ms. Corriveau,

The Jefferson County Historical Society is requesting consideration for approval of 2011 funding through a Public Benefit Services Agreement similar to the one approved via Special Tourism Funds in 2010.

Our request is for approval of \$10,000 in funding to be utilized in marketing via media, promotion, brochures and posters. We continue to aggressively plan events such as the recent "Heritage Days - 2011". On June 10 & 11th over 1,100 children and adults from throughout the North Country attended. Our Historic Live Demonstrations from the 1800's and our Road Rally, Cruise-In, and Block Party brought visitors who had never been on our campus before or had not been for decades.

Exhibits such as the successful "Presidents Documents and Historic Papers" and the upcoming "Local History of Firefighting" are planned with involvement from members of the community. Promotion is the key to the success of us drawing visitors to Watertown from throughout the North Country and beyond.

Enclosed is information about the JCHS activities planned. We will be glad to supply any additional detail to assist this request.

Thank you for your consideration.

Sincerely,

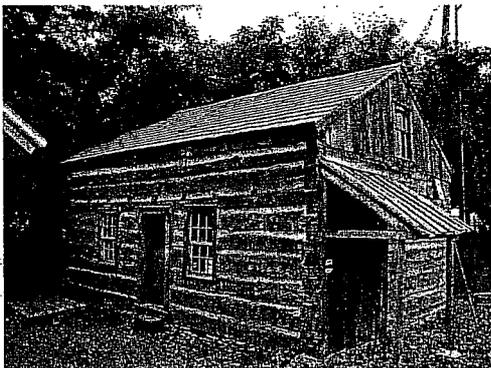
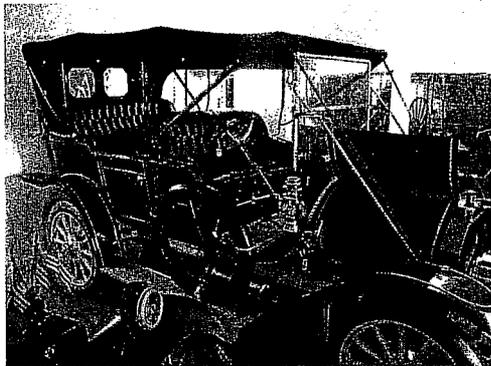
William G. Wood
Executive Director
Jefferson County Historical Society



Jefferson County Historical Society



**Join Us...
Educate & Inspire Generations!**



Jefferson County Historical Society Events and Activities 2011 Calendar

Date	Event
8-Jan	Jefferson County Banking Exhibit Opening
8-Jan	Model Train Display Open
22-Jan	Children's History Craft Quilling Workshop
11-Feb	Save Our Presidents Reception
11-Feb	Presidential Documents & Historic Papers Exhibit Opening
12-Mar	History Mixer @ Bistro 108
1-Apr	Jefferson County Room - Our Towns Exhibit Open
April 13-16	Pittsburgh Trip
20-Apr	Children's History Craft Quilling Workshop
29-Apr	Arbor Day Ceremony @ JCHS (Tree Watertown)
May 5th	JCHS Open Reception for Members - "President's Documents" and "Our Towns" Exhibits
13-May	Homeschooled Group Tour 10-11am
14-May	David Shampine lecture & book signing 1- 4pm
May 20-22	Highway Legends Car Show in Clayton - JCHS Babcock
25-May	Farmers Market Begins (Every Wednesday)
4-Jun	Wedding 2:00 - 3:00 pm - Sandra Luttmann & Anthony Garcia - Garden & Mansion
Jun 8 & 22	Artists painting in Paddock Mansion
June 10-11	Heritage Days - A Living Museum
11-Jun	Heritage Days - Classic Car Rally / Show
June-Aug.	Box Lunch Review-Front Lawn-Fridays (6/17 - 8/12)
July 6 & 20	Artists painting in Paddock Mansion
9-Jul	Wedding 3-5pm-Matthew Grey & Corissa Ruttan-Garden & Mansion
16-Jul	Home and Garden Tour & Tasting @ The Walton's
July-Dec.	Firefighters Exhibit
July-Sept.	Jefferson County Fair Exhibit
Aug. 3rd	Upper Canada Village Bus Trip
Aug 8 - 31st	NCAC Art display-Historical Society
Aug 5 - 7	Antique Boat Show - JCHS Display??
Aug. 18th	3rd Annual Victorian Garden Fashion Show Luncheon
20-Aug	Wedding 4-6pm-Danielle Bartlett/Curry-Garden & Mansion w Arch
3-Sep	Photos in Garden 5:00 - 6:00 pm - Joanne Zecher
Sept.-Nov.	Jefferson Community College Exhibit
Sept. 22nd	Chamber of Commerce Business Afterhours @ JCHS
Sept. 23rd	JCC Fall Retiree Luncheon??
Sept. 23rd or 24th	JCC Alumni event/visit
Oct. ??	JCC President's Community Forum meeting
Oct.??	Halloween Program / Costume Party
Oct.??	Folklore & Frost Tour
Nov. 18th - 19th	Holiday Victorian Fair
Nov. 5th	Ursula's Holiday Adult & Children's Program
Nov. 29th	Decorating for Christmas
Dec. 4th	JCHS Open Reception for Members - Holiday Tea
Dec. 10th	Candlelight House Tour

Jefferson County Historical Society

Who is the Jefferson County Historical Society?

- 125+ years of preserving local history for our children & grand children
- 5 Historic buildings on our Watertown campus
- Thousands of pieces of history saved and exhibited (Military, Native American, Autos, Photos and much more)
- 5,000 year old small arrowheads...to the Log Cabin and Pink Schoolhouse from the 1800's
- Museum to the Schools educator visiting Jefferson & Lewis county schools for 25 years...Teaches thousands of children at four years of school
- Over 780 JCHS members, dozens of volunteers – many involved for decades
- Visitors each year include north country residents, military, their families & vacationers
- JCHS Bulletin published since the 1950's
- JCHS Newsletter published every other month
- Exhibits on campus & remote across Jefferson county
- Events, Exhibits & Programs all year long – every month
 - Heritage Days & Historic Craft Classes for children
 - Candlelight Tour & Dinner Receptions for adults
 - Business After-Hours
 - Weddings in the Victorian Garden on weekends
 - Bus trips for members & guests
- Major plans for renovations, exhibit creation, community outreach

Jefferson County Historical Society

Purpose, Mission and Vision

The Jefferson County Historical Society was founded in 1886 for the discovery, collection, preservation and publication of the history, historical records and data pertaining to Jefferson County and Northern New York State; the collection and preservation of books, newspapers, maps, genealogies, portraits, paintings, relics, manuscripts, letters, journals, surveys, field books and any and all other materials which may establish or illustrate such history or the growth and progress of population, wealth, education, agricultural arts, manufacturing and commerce of this area; to maintain a museum upon the property devised to the Society by Olive A. Paddock, and to store and display therein objects of historical interest; to promote in the citizens of this region an interest in its history; and to cooperate with the schools in the area in the teaching of local history.

Our mission statement, adopted in 2008, reads:

The Jefferson County Historical Society documents and preserves a documentary record of our county and its people to engage audiences in a dialog about our unique history; what it means to us today and what it should mean for our future. Our vision is that through our efforts, reflection on the past will become an active part of community dialog and decision-making.

Museum & Campus

The Jefferson County Historical Society maintains a 3 story museum housed in the historic Paddock Mansion in downtown Watertown, New York. The mansion was the family home of Edwin Paddock and his wife, Olive, designed in 1876 by local architect John Hose and built by builder John Griffin. In 1922, when Edwin's wife Olive Paddock passed away, she bequeathed the home to the Jefferson County Historical Society to be used as a museum. The Society opened its museum in 1924. The Paddock Mansion was listed on the National Register of Historic Places in 1979 in recognition of its Historical and Architectural attributes.

The grounds of the Paddock Mansion were previously occupied by the Hart Massey home, the first frame dwelling constructed in Jefferson County. It was built in 1803. Continuing Mr. Paddock's tradition, the Society began in 2001 bringing other historically significant Jefferson County buildings to the grounds to be restored for educational exhibition. The first of these was an early 19th century log cabin brought from the Town of Cape Vincent farm of New York State Assemblyman Darrel J. Aubertine. In 2005, another endangered historic structure, the so-called "Pink Schoolhouse" was relocated to the grounds and stabilized using public grants and local donations.

The Society's collections number over 100,000 artifacts including historic photographs, negatives and paintings, local Amerindian artifacts, vintage clothing, quilts, and coverlets, militaria, and home furnishings, 19th and early 20th century manufacturing equipment, parlor stoves, and hydraulic turbines. Our barn features collections of farm implements, two early automobiles, carriages, and fire-fighting equipment.

June 30, 2011

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning & Community Development Coordinator
Subject: Woolworth Building Update

Michael Treanor has provided more information on the status of the proposed Woolworth Building redevelopment. They were unable to get financing for converting it into a hotel, so have shifted to proposing housing on the upper floors.

The project, as currently envisioned by Mr. Treanor's group, includes 60 market-rate apartments and 25,000 square feet of commercial space on the first floor and in the basement. They are now estimating that the cost will be over \$7 million.

They have commitments for all of the financing, assuming that the Restore-NY grant can be used for the revised project. This latest information has been sent to Empire State Development for their review.

Mr. Treanor has also indicated that they need the following for the project to move forward:

1. Confirmation that the revised development plan is supported by the City and that the Restore-NY grant will continue to be available for the project in its entirety.
2. Relocation of the bus transfer station and transfer of the property to them.
3. The City to work with the developer to provide adequate parking including selling the Iron Block/Woodruff site to the developer for \$15,000.
4. A PILOT that will limit the tax burden during the first 20 years to replace the lost Empire Zone tax abatement program.

INTERNAL MEDICINE OF NORTHERN NEW YORK, P.C.

Frank Rhode, M.D.

Scott H. Mitchell, M. D.

Jason F. White, M. D.

Linda Moser, A.N.P.

Melissa Reynolds, F.N.P.

53-59 PUBLIC SQUARE, SUITE 201
WATERTOWN, NEW YORK 13601-2637

Telephone (315) 782-4950

Fax (315) 782-3699



June 22, 2011

City Council of Watertown
City Hall - Administrative
245 Washington Street
Watertown, NY 13601

Re: Audio Arsenal

Dear Council Members:

I care for a couple who live on Casey Street, 40 feet from Audio Arsenal, a place of business which was established about six months ago. The couple has lived on Casey Street for the last 62 years and for the last 6 months their peaceful neighborhood has been shattered by excessive noise from Audio Arsenal. This has caused significant stress. It threatens their health to be subjected to the noise from that place of business, which is nearly constant through the day and often extends into the evening hours. The stress is so great to this couple that they have required medication to control their stress levels, but that intervention alone is not sufficient to deal with this problem.

I understand that this couple has approached the City Council members regarding institution of a noise ordinance. This has been refused. The reasoning behind this is not clear to me.

If my own parents or family members were exposed to this level of noise exposure, or if this affected me personally, I would be very aggressive in pursuing a noise ordinance. There is really no reason for a place of business to disrupt the peace of the neighborhood. This is outright inconsiderate and really should not be tolerated. I think the City should stand behind this very nice couple before their health is further jeopardized.

Sincerely,

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

Frank Rhode, M.D.

FR/pwo

R.P. FLOWER MEMORIAL LIBRARY

BOARD OF TRUSTEES

Meeting Minutes

May 10, 2011

Present:

Mr. Abare, Mr. Caughlin, Ms. Dittrich, Mr. Doheny, Mr. Gebo, Ms. Gray, Ms. Mesires, Mrs. Holberg, Mr. Hopkins, Mrs. Quigg, Mrs. Weldon, Ms. Reff, Adult Services Librarian.

Absent: Councilwoman Burns, Liaison, City Council

Guests: Jamie Munks, Reporter, Watertown Daily Times. Mr. Cleaver, City Purchasing Agent

Opening:

The regular meeting of the ROSWELL P. FLOWER MEMORIAL LIBRARY was called to order at 4:00 p.m. on Tuesday, May 10, 2011, in the Trustees Room by President Quigg.

A. Approval of Minutes

Mr. Hopkins moved, and Ms. Gray seconded, that the minutes of the meeting of April 12, 2011, be approved as written. Motion carried.

B. Approval of Bills and Salaries

Statements have been received from North Country Library System, but not in time to report at today's meeting. There will be reports at the June meeting.

Information Presentation: Library Fountain Repair – The City Manager had asked for the Board's input on the Library fountains. Mr. Abare and Mr. Hopkins who are on the Buildings & Grounds Committee met with Mr. Cleaver to discuss the fountain repairs. Mr. Abare introduced Mr. Cleaver to review the proposals for the Library's deteriorating fountains. Photos of the current condition of the fountains were viewed by the Board along with summaries of what the problems are for each fountain that needed to be discussed. There are three options: rehabilitation; total replacement; or removing them altogether. The proposals were for a temporary fix to the problem. There was much discussion. A decision will be made later in the meeting to let the City know how the Board wishes to proceed. There were 2 proposals at meeting time.

Mr. Cleaver was thanked for his presentation and excused at 4:17 p.m.

C. Presidents Report

Most of the report will be discussed under New Business. The book sale in the rotunda that began on April 16th realized \$1,527.00 during the 7 day run. Except for the 16th, the sale ran unmanned. Budget information packets were sent to the Council and Mayor; there has been no response from them. There have been several Ad-Hoc Committees and President Quigg commended all who are serving on these committees...a good job everyone.

D. Treasurer's Report

The report was reviewed and questions were entertained. The CD that matured in April at Community Bank has been rolled over for 3 months and will mature in July along with the other 2 CDs that will mature at that time as well. Ms. Dittrich, Mr. Doheny, and President Quigg will meet to make some decisions before July on what to do with these CDs.

Resolution: Mrs. Holberg moved, and Mr. Hopkins seconded, that the Treasurer's Report be approved as presented. Motion carried.

A copy of the report has been placed on file for audit.

E. Director's Report

Ms. Reff gave the report in the absence of Mrs. Wheeler, who is on vacation. The recent article on the Teen Space was passed out and reviewed. A thank you note was received from Jamie Lee of the ATTAIN Lab for the Board's approval of the Lab expansion. Also, a thank you note was received from CASA (Court Appointed Special Advocates) for the lovely gift basket created by Vicky Crossway that was donated for a door prize at their recent fundraiser. The Children's Dept. monthly newsletter was also handed out to the Board members.

F. Committee Reports

Building & Grounds – previously discussed

Finance & Investment – to be discussed under Old Business Ad Hoc Committee #2

Friends/Book Sale – The recently drafted book sale guidelines were reviewed by the Board. The Board aims to give as much support as they can to the Friends.

Nominating – Mr. Doheny stated the committee exists. No report.

Planning – No report.

Policy – there are 5 policies to be reviewed for approval.

Resolution – The following policies were reviewed: Identification Required for Borrowers; Reference Service Policy; Interlibrary Loan Policy; Links for the Library Website; and Friends of the Library Policy.

Mr. Caughlin moved that the 5 policies be adopted as presented to start the discussion. Ms. Mesires seconded. After the discussion and review, the policies were discussed and slightly revised in blue, and as amended, adopted. Motion carried.

Old Business –

Ad Hoc Committee #1b update – Bequest Exploratory Committee. General Municipal Law Section 10 requires that Trustee accounts be invested in Treasury Bonds or CDs. The Board cannot assign management of the funds to the Northern New York Community Foundation, or any third party. Given that, the Friends group formed a bequest endowment committee to work jointly with the Board of Trustees and Mr. Richardson of the Northern New York Community Foundation. The Friends can raise and invest the money; the Trustees can spend money. Since 1992, when General Municipal Law Section 10 applied to Trustee funds, they have been invested conservatively. Dr. DeForest and Marion Smith Fund was a gift directly to the Northern New York Community Foundation for the benefit of Flower Memorial Library. The Committee will develop a donor base in affiliation with the Friends. Mr. Caughlin summarized the next step which is to research 4 or 5 other public library Friends groups for its successes and mistakes and its involvement with community foundations. The Committee plans to have Rande Richardson jointly brief both boards.

Ad Hoc Committee #2b update – Presented for review were copies of drafts of a Summary of Financial Position; City budget and Trustee funds. Mr. Doheny gave a review of all sheets presented. The Summary of Financial Position is a draft of all of the unrestricted funds consolidated together on future Treasurer's Reports. Mr. Doheny asked if there were any questions and if the members understood the presentation. This type of report will give a better overview of the status of funds, as well as a cleaner report. Consolidation of undesignated funds, which are funds not specifically earmarked for expenditures, was discussed. This action would take all the current accounts and combine them into one account. Restricted funds such as the CD's are currently committed. A meeting will be set up to discuss how to proceed with them at maturity. The funds from the Trust & Agency fund held for Flower Library at North Country Library System will be transferred to the Board of Trustees unrestricted funds account. The Board decided to direct the Board Treasurer to consolidate all accounts into one checking account; one savings account and as they mature, include the three CDs. There was discussion on developing a budget for the use of Trustee Funds. Historically, a budget for Trustee funds has never been done. The Committee recommends that the a forecast budget for Trustee funds be developed using the City's fiscal year July 1 – June 30. Mrs. Wheeler will be asked to come up with a budget for the Board of Trustees using the City's fiscal year.

Resolution – Mr. Caughlin moved, and Mrs. Hopkins seconded that the Board authorize the Board Treasurer to close and consolidate all unrestricted Trustee accounts into one

savings and one checking account and include CD's as they mature; and further authorize Board Treasurer to request closure of the library's Trust & Agency fund at North Country Library System and deposit the funds into the Board of Trustees unrestricted savings account. Motion carried.

Resolution – Mr. Caughlin moved, and Mr. Holberg seconded that the Board authorize Mrs. Wheeler to develop a budget for Trustee funds using the current fiscal year July 1 – June 30. Motion carried.

Mr. Gebo discussed with the Board ownership of funds as far as county funds and library fines. County funds are public funds and are held by the City by law. Fines and gifts which are unrestricted, non-public funds may be kept by the Trustees. Mrs. Uebler gave a brief history of the library fines. There was discussion. A suggestion was made that the Trustees retain an attorney to represent the Board on legal issues; particularly issues the City may not agree with the Library Board on. Criteria for retaining an attorney would have to have familiarity with library law; to assist Library Board with informed decisions in the future. Mr. Caughlin suggested exploring public library law. Proposals will be obtained. Mr. Gebo stated preference of proposals be within the Jefferson County area. The Committee will present proposals for official action at the June meeting.

Library Book Sale guidelines – Ms. Gray reviewed the guidelines with the Board for comments; then the guidelines will be passed on to the Friends Book Sale Committee. There was discussion on new ideas for book sales in the future. There has been an ongoing book sale for the past 4 years; the Farmer's Market book sale is in its third year which has been overseen by staff and a fall and spring book sale to be overseen by the Friends, Board of Trustees, and library staff. Approval of the guidelines was tabled to enable the Friends to review and comment on them. The procedures for sorting will be created and forwarded to the Book Sale Committee, Yvonne and Barbara. A meeting has been set up for Monday, May 16 for discussion.

Resolution – Mr. Caughlin moved, and Mr. Doheny seconded, to table further discussion of the procedures for sorting until the Friends have had time to review and discuss them. Motion carried.

New Business – Library staffing. President Quigg gave a brief overview of the matter of library staffing as a result of possible increasing in hours. The budget request consisted of increase in staff (1 librarian and 2 clerks); the City Manager denied the request. Scenarios were developed and the conclusion was that with current staffing levels, the increase in hours would be extremely difficult if not impossible. The Board sent a copy of their proposed budget directly to the Council members and the Mayor. The approval of the City budget is expected on June 6; and until there is help from the City, there will be no increase in hours. Mr. Hopkins expressed his concerns and other Board members shared their views. Safety issues were brought up. Mrs. Wheeler spoke with the library staff on April 6 and shared their opinions and concerns about the situation. The general consensus is that without additional funding, the library's future goals will be impossible. The Board will develop a detailed explanation on why increased operations can't be done with the current staffing level and presented it to the Mayor and Council members prior

to the City Council meeting and have Board presence at the Council meeting to officially represent the Library at that meeting. A letter and phone call to the Mayor will be done to request and appropriate time and date for the Board to give the best pitch on behalf of the Library.

Resolution – Mrs. Quigg made a motion and Mr. Hopkins seconded, that the Board members nominate a liaison from the Board to attend the City Council meetings for official action at the next Board meeting. Motion carried.

Library Fountain Repair – There was much discussion regarding the historical aspect of the fountains as far as State Historical Preservation is concerned. Although the Board appreciated the request for input to the City, the consensus was that it was not wise to use City funds for a one year (temporary) repair. There are options to be considered: repair, replacement or complete removal. The Board must research the historical significance of the fountains. Research will be done on these three options, the history and possibly have guidelines provided by SHPO, then the Trustees can decide what they wish to see in that location. More information will be gathered for the June meeting prior to any action being taken.

Resolution – Ms. Gray moved, and Mr. Caughlin seconded, to authorize the Building & Grounds Committee to further look into the historical considerations regarding the fountain repair. Motion carried.

Open House for the Teen Space – Invitations were passed out to the Board members and the Times Reporter inviting them to attend an open house on Thursday, May 18 from 4-6pm to see the newly finished Teen Space.

Adjournment: Mr. Hopkins moved, and Mr. Gebo seconded that the meeting be adjourned at 6:20pm. Motion carried.

The next general meeting will be at 4:00pm on Tuesday, June 14 in the Trustees Room.

Minutes submitted by: Tina M. Uebler, Recording Secretary

Approved by: [Type name here]

June 29, 2011

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Request for Tax Sale Certificate Assignments

The City held its annual tax certificate auction on Friday, June 24th. At the auction ICA Renovations LLC was the successful bidder on 36 tax sale certificates totaling \$ 51,441 excluding the excess amounts it paid to acquire some of its certificates. The City was the default bidder on numerous tax sale certificates some of which are listed below. ICA Renovations LLC is requesting to be assigned these City tax sale certificates.

It should be noted that of the 196 tax sale certificates auctioned on Friday 48 were included in the auction due to ICA Renovations LLC not paying a current fiscal year tax on a parcel for which it held a current tax sale certificate from the June 2009 or June 2010 tax sale certificate auctions. The amount of outstanding taxes related to these 48 parcels was \$267,605.

If City Council wishes to assign these tax sale certificates to ICA Renovations LLC a resolution will be prepared for the July 18th agenda to assign the tax sale certificates to ICA Renovations at the amount of the certificates and 2011-12 City taxes with appropriate interest.

Parcel Number	Property Address	Property Owner	Tax Sale Certificate Amount	2011-12 City Tax Amount
12-04-119.000	626 Academy St	Deborah Barbara	\$ 1,514.91	\$ 793.62
09-14-107.000	148 Duffy St	Theodore Beutel	\$ 2,102.20	\$ 726.37
03-03-423.000	525 Mundy St	William Bonner	\$ 689.27	\$ 627.24
01-16-209.000	514 Frontenac St	Deanna Burgenstock	\$ 883.89	\$ 716.81
01-20-212.000	VL Superior St	Paul Carpenter II	\$ 153.41	\$ 93.11
01-20-213.000	1005 Superior St	Paul Carpenter II	\$ 716.79	\$ 654.67
04-26-209.000	911 Water St	Lawrence Danza	\$ 423.52	\$ 362.34
11-05-103.000	205 Winslow St	Scott Emerson	\$ 2,306.78	\$ 1,073.90
05-01-315.000	131 Michigan Ave	Armand Hall	\$ 1,955.09	\$ 675.26
		TOTAL	\$ 10,745.86	\$ 5,723.32