

**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, September 3, 2013, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PROCLAMATION**

September 2013 as National Recovery Month

**PRESENTATION**

Citizen's Award – Margaret "Peggy" B. Coe

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Approving Agreement for Services for Vision and Dental City Employee Plan, Relph Benefit Advisors
  
- Resolution No. 2 - Approving Empire State Development Incentive Proposal for \$500,000 for Waste Water Treatment Plant Disinfection Facility Project
  
- Resolution No. 3 - Accepting Bid for Court Street Bridge Joint Replacement Project, Vector Construction Corporation
  
- Resolution No. 4 - Authorizing Budget Modification Request No. 1 for FY 2011 Small Cities Community Development Block Grant
  
- Resolution No. 5 - Accepting Bid for Pool Covers for the Flynn and Alteri Pools, Schoolhouse Pools

**ORDINANCES**

**LOCAL LAW**

**PUBLIC HEARING**

**OLD BUSINESS**

Tabled - Resolution Authorizing Application for NYS Division of Homeland Security and Emergency Services Grant, Fire Department

Tabled - Ordinance Amending City Municipal Code § A320-4

**STAFF REPORTS**

1. CDBG Public Hearings

**NEW BUSINESS**

**EXECUTIVE SESSION**

Collective Bargaining

**WORK SESSION**

Next Work Session is scheduled for Monday, September 9, 2013, at 7:00 p.m.

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, SEPTEMBER 16, 2013.**

Res No. 1

August 22, 2013

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: City Employee Vision and Dental Insurance Plan

On May 20, 2013 City Council approved the Vision and Dental Plan for City Employees, at no cost to the City, through the Guardian Network and administered by Relph Benefit Advisors effective April 1, 2013.

Relph Benefit Advisors will provide benefit relief services and assist with our Employer obligations under the Employee Retirement Income Security Act by offering COBRA benefits to City employees.

Attached for Council consideration is a resolution approving the Agreement for Services with Relph Benefit Advisors. Under the term of this Agreement, Relph will be paid an annual flat fee of \$250 as well as \$25 per COBRA occurrence.

# RESOLUTION

Page 1 of 1

Approving Agreement for Services for Vision and Dental City Employee Plan, Relph Benefit Advisors

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 City of Watertown approved on May 20, 2013 to allow its employees to participate in a vision and dental insurance policy as an Employee Welfare Benefits Plan within the meaning of the ERISA, which benefit is to be available to all City employees, and

WHEREAS in order to comply with the Employee Retirement Income Security Act, Relph Benefit Advisors will administer the COBRA plan on our behalf,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Services with Relph Benefit Advisors, attached hereto and made part of this resolution, and

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

### **Seconded by**

## Agreement for Services

**Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between City of Watertown, hereinafter referred to as "Employer," and Relph Benefit Advisors, including its affiliate Flexible Benefits System, Inc., hereinafter collectively referred to as "RBA".

**Whereas**, Employer is the Plan Sponsor for purposes of the Employee Retirement Income Security Act responsible for the administration of its employee benefit program; and

**Whereas**, Employer wants to retain RBA to provide administrative benefit relief services and to assist with Employer obligations; and

**Now, therefore, in consideration of the promises and of the mutual covenants and agreements contained herein, the Employer and RBA agree as follows:**

1. RBA agrees to offer administrative services relief to Employer, which may include administration of all applicable health insurance plans, COBRA services, Flexible Spending Accounts (FSA), Health Reimbursement Arrangements (HRA) and wellness programs. Attached Exhibit "A" will reflect the actual services to be provided as requested by Employer. RBA however shall not be responsible for the consequences of any action taken or omitted by the Employer as Plan Sponsor or Plan Administrator in connection with the administration of the Plan.
2. As designated on Exhibit "A", RBA agrees to make available COBRA services, FSA – cafeteria compensation plan, a HRA plan, all in accordance with Internal Revenue Code §125, §105(h) and all other applicable sections.
3. Employer designates and appoints RBA to perform the functions and duties necessary to prepare, implement and operate within the direction and scope and on behalf of Employer.
4. Employer agrees to provide employee/plan information to RBA in a format compatible and acceptable to RBA. Employer agrees that RBA will rely on the information provided by Employer in the performance of their duties under this Agreement.
5. RBA shall have the right to retain outside services, when deemed appropriate and economically feasible.
6. Employer agrees to provide all data as requested and to make necessary payroll deductions and assist RBA in implementing and operating its employee benefits program.
7. Employer has named RBA as Agent of Record for services as designated on Exhibit "A" and will utilize RBA as their agents or brokers in providing fringe benefits to employees for all benefit plans designated, now in place, introduced or elected in the future, while this contract is in place, which may include some or all of the following services:
  - Medical
  - Dental
  - Vision
  - Life
  - Accidental Death & Dismemberment
  - NYS Disability
  - Short Term Disability
  - Long Term Disability
  - Voluntary Benefit Plans
  - Employee Assistance Program (EAP)
  - COBRA
  - Flexible Spending Account(s)
  - Health Reimbursement Arrangement(s)
  - Administrative Services
  - Wellness Program
8. Employer agrees to keep all RBA documents confidential and to treat them as proprietary and agrees to restrict the use and agrees not to disclose details of the plan design(s) and/or supplemental documents to other parties unless Employer has received written permission from RBA or except where authorized or required by law. This section shall survive the termination of this Agreement.
9. Employer agrees to pay RBA an administrative fee for service based on the most current attached Exhibit "A", which may be updated annually or from time to time with 30 days prior written notice. Employer shall be billed and payment due 30 days from date billed.

## General Terms:

10. **Term.** The term of this Agreement shall be for the following period: April 1, 2013 through December 31, 2014.
11. **Termination.** This Agreement may be terminated upon any of the following:
  - a. Expiration of this Agreement
  - b. Written mutual agreement of parties to terminate
  - c. Written notice to Employer or RBA should either party materially fail to comply with the terms of this Agreement
  - d. Sixty (60) days written notice by either party to the other to terminate with or without cause (however, in the event of early termination by the Employer a \$500 fee shall apply to offset the administrative set-up costs as well as a transfer of record fee of \$1.00 per record or a minimum fee of \$300 whichever is greater)
  - e. Failure of Employer to pay service fee to RBA as agreed
  - f. Failure of Employer to keep adequate funding requirements as explained herein
12. **Independent Advice.** Employer understands that RBA is not giving Employer any legal, tax or financial advice concerning any of the matters relating to this Agreement. Employer acknowledges that it has had the opportunity to consult with its independent legal, tax and financial advisors and is not relying on RBA for any such advice and is not expecting RBA to provide any such advice to an account holder.
13. **Governing Law/Venue.** This Agreement shall be governed in all respects by the laws of the State of New York. Venue shall be in Monroe County, New York.
14. **Notice.** Employer authorizes RBA to accept directions and/or data transmitted to RBA through facsimile, electronic/data transmissions, U.S. Mail or other means (FedEx, UPS, etc.) by authorized representatives, including duly appointed third parties, of Employer. Employer acknowledges its responsibility for the accuracy and completeness of any communication and is solely responsible for any adverse consequences that may result from errors or inaccuracies caused by the quality of such transmissions. RBA may fully rely on any communication with no obligation to review it or verify its accuracy.
15. **Independent Relationship.** It is expressly acknowledged by the parties hereto that this Agreement is not intended to create nor shall it be deemed or construed to create any relationship between Employer and RBA other than that of independent entities contracting with each other solely for the purpose of effecting the provisions herein. Neither party, nor any of their respective officers, directors, or employees shall be construed to be the agent, employee, or representative of the other, except as specifically provided herein.
16. **Confidentiality.** For the purposes of this Agreement, the term "Confidential Information" means non-public information about the disclosing Party's business or activities that is proprietary and confidential, which shall include, without limitation, all business, financial, technical and other information of a Party marked or designated "confidential" or by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential. Confidential Information includes written or other tangible information but will not include information that (a) is in or enters the public domain without breach of this Agreement; (b) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (c) the receiving Party can establish that it developed independently. The terms and conditions of this Agreement will be deemed to be the Confidential Information of each Party and will not be disclosed without the prior written consent of the other Party. All Personally Identifiable Information collected through the RBA process will be deemed to be the Confidential Information of Employer. Each Party agrees (a) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.
17. **Indemnity.** RBA agrees to and shall indemnify, defend and hold Employer, its subsidiaries and affiliates, and their respective directors, officers, agents and employees harmless from and against any and all claims, costs, damages, demands, lawsuits, liabilities and expenses (including reasonable attorney's fees, including the allocable expense of in-house counsel and interest), and for any and all injuries or damages to persons (including death) or to property, arising out of, resulting from, or in any way connected with the acts or omissions of RBA, its agents or employees, under this Agreement.

Employer agrees to and shall indemnify, defend and hold RBA, its subsidiaries and affiliates, and their respective directors, officers, agents and employees harmless from and against any and all claims, costs, damages, demands, lawsuits, liabilities and expenses (including reasonable attorney's fees, including the allocable expense of in-house counsel and interest), and for any and all injuries or damages to persons (including death) or to property, arising out of, resulting from, or in any way connected with the acts or omissions of Employer, including failure to follow the advice of RBA, its agents or employees, under this Agreement.
18. **Limitation of Liability.** To the extent permitted by applicable law neither party will be liable to the other party or any third party for any special, indirect, consequential or punitive damages or costs arising out of or related to this Agreement.



# City of Watertown — Exhibit "A"

**Effective Date:** April 1, 2013

**Pricing to be paid by Employer:** \$250 annual setup fee, plus \$25 per COBRA occurrence

The following additional items may also apply:

- Minimum monthly billing fee or \$.00
- Employers who opt not to use the auto-pay feature may be charged an additional fee of \$10 per month (\$120 annually)
- Late fee of 2% on charges not paid within 30-days

If Employer does not pay any fee due RBA prior to the first day of the month following the month in which RBA bill is rendered, RBA will notify Employer ten (10) days prior to the suspension of services. **In the event RBA suspends its services because of failure to pay the service fee, RBA shall have no liability or responsibility for any claims, taxes, penalties, fees, fines or liabilities incurred by Employer or the employees of the Employer as a result of such suspension.** During any suspension of services, Employer is obligated to pay the base fee until this Agreement is terminated.

## Basic services provided by RBA

- MyRelphHealth advisor wellness program
- 24/7 internet account access
- Customer care center
- Spreadsheet or online enrollment
- Online forms

## Additional services as designated:

### Benefit Plans

- Medical
- Dental
- Vision
- Life
- Accidental Death & Dismemberment
- NYS Disability
- Short Term Disability
- Long Term Disability
- Voluntary Benefits
- Employee Assistance Program (EAP)

### Cobra Administration

### Flexible Spending Account(s)

- Section 125 FSA Administration
- Employee account balance tracking
- Claims processing
- Employee claims reimbursement checks
- Employer monthly reports
- Plan maintenance and support
- Plan end of year reports
- Compliance tracking
- 5500 form completion
- Summary Plan Description (for applicable plans)

### Health Reimbursement Arrangement(s)

- Section 105 HRA Administration
- Employee account balance tracking
- Claims processing
- Employee claims reimbursement checks
- Employer monthly reports
- Plan maintenance and support
- Plan end of year reports
- Compliance tracking
- 5500 form completion
- Summary Plan Description (for applicable plans)

### 1PointPlus

- Employee enrollment services
- Employee annual group meetings and/or individual onsite enrollment meetings
- Employee enrollment materials
- Employee educational services/material
- Employee elections and processing ongoing enrollments
- Employee – Adds, Changes and Terminations with notification to carriers
- Availability of employee benefit statements
- Employer group insurance bill adjudication
- Plan maintenance and support
- Plan end of year reports
- Compliance tracking
- 5500 form completion
- Summary Plan Description (for applicable plans)

### 1Point

- Employee enrollment services
- Employee annual group meetings and/or individual onsite enrollment meetings
- Employee enrollment materials
- Employee educational services/material
- 5500 form completion\*
- Summary Plan Description (for applicable plans)\*

### Administrative services for Self-Funded plans (i.e. Vision)

### Non-discrimination testing (only if requested)

### Dependent Audit/Affidavit\*

### Debit Cards\*\*

\*Additional charges may apply

\*\*Important debit card information: Your account will need to have a minimum funding amount on reserve with the bank of record (currently BanCorp) of (3% daily or 5% weekly) for the debit card option. Your Account Manager will notify you of the actual minimum funding amount required for your group set-up. This amount will roll forward each plan year and may require additional funding called a "true-up".

1PointPlus is our premier benefit package which includes all of the services mentioned above. If you have questions about the 1PointPlus package, any of the services mentioned above, or if you would like to upgrade your services, please contact your Relph Benefit Advisor Account Executive at 1.800.836.0026.

Res No. 2

August 26, 2013

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Authorizing Incentive Proposal for Grant Application to the North Country Regional Economic Development Council for Construction of a Disinfection Facility at the Waste Water Treatment Plant

The North Country Regional Economic Development Council (NCREDC) has recently announced that it has received the City of Watertown grant application to install a disinfection facility at the Waste Water Treatment Plant with a total awarded construction cost of \$5,037,536. To encourage the City to proceed with this project, the Empire State Development is offering an incentive valued at \$500,000. This is the maximum amount available for a single project under this program.

Attached for City Council consideration is an Incentive Proposal to be returned by September 16, 2013, along with our application fee of \$250.

**RESOLUTION**

Page 1 of 1

Approving Empire State Development  
Incentive Proposal for \$500,000 for Waste Water  
Treatment Plant Disinfection Facility Project

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

***Introduced by***

Total .....

WHEREAS the City of Watertown owns and operates a Waste Water Treatment Plant located at 700 William T. Field Drive, Watertown, NY 13601, and

WHEREAS in February, 2011 the City learned that the new State Pollution Discharge Elimination System (SPDES) permit for the Waste Water Treatment Plant contained new language requiring the installation of a disinfection system at the Plant's outfalls, and

WHEREAS on November 7, 2011, the City Council of the City of Watertown approved a Professional Services Agreement with Stearns and Wheler GHD, to perform the preliminary design, final design and construction administration services related to said disinfection facility project, and

WHEREAS the project has been bid and the total cost of the project is awarded at \$5,037,536 and will be financed through the issuance of a ten-year serial bond by the City of Watertown, and

WHEREAS on May 20, 2013 City Council approved submission to the North Country Regional Development Council for a grant to help fund this project and was subsequently approved, and

WHEREAS in connection with that funding opportunity the Empire State Development office has requested that we sign the Incentive Proposal,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Incentive Proposal to receive \$500,000 to proceed with the disinfection facility project, a copy of which is attached hereto and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to file said Incentive Proposal on behalf of the City of Watertown.

**Seconded by**

# Empire State Development

## Plattsburgh Regional Office

August 16, 2013

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

cc: Mike Stigar



Dear Sharon Addison,

On behalf of New York State and Empire State Development, please let me express my enthusiasm for working with you and the City of Watertown to install a wastewater disinfection facility in New York State.

As we understand the project, the City of Watertown will install a hypochlorite disinfection system, installation of chlorination and dechlorination contact tanks, a disinfection chemical building, modifications to existing laboratory facilities, the main control building, and associated construction in the City of Watertown in Jefferson County, with a total project cost of \$5,037,536.

To encourage you to proceed with this project, we are offering the City of Watertown incentives valued at \$500,000.

Please review the attached Incentive Proposal to see how New York State and Empire State Development are prepared to assist the City of Watertown in the development of its wastewater disinfection facility installation in the North Country Region of New York State. If you choose to accept our offer, please acknowledge your decision by endorsing the last page of the attached proposal and returning one copy to me and one copy to Susan Shaffer, Vice President of Empire State Development's Loans and Grants Department, along with a \$250 application fee, by September 16, 2013.

We look forward to working with you on this exciting project and can be reached at 518-561-5642 at your convenience.

Very truly yours,

A handwritten signature in cursive script that reads "Roseanne Murphy".

Roseanne Murphy  
Regional Director

cc: Kevin Younis  
Susan Shaffer

Attachment: ESD Incentive Proposal

**City of Watertown**

August 16, 2013

This **Incentive Proposal** outlines the general terms and conditions of the incentive package being offered by Empire State Development (“ESD”)\* to the City of Watertown to assist with its project in Watertown, Jefferson County. This offer is subject to the availability of funds, completion of any applicable (1) non-discrimination and contractor diversity, (2) environmental and historic and (3) smart growth review requirements, approval by the ESD Directors, applicable statutes, and compliance with program requirements.

\* The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

**I. GENERAL INFORMATION**

- a) **Recipient Name:** City of Watertown (the “Recipient”)
- b) **Contact Information:** Sharon Addison  
City Manager  
245 Washington Street, Room 302  
Watertown, NY 13601  
Phone: 315-785-7757  
E-mail: msligar@watertown-ny.gov
- c) **Project Location(s):** 700 William T. Field Drive  
Watertown, NY 13601
- New York State Empire Zone:** N/A
- d) **Type of Business:** Municipality
- e) **Number of Full-time, Permanent Employees at all NYS Locations as of Today’s Date:** N/A
- f) **Number of Full-time, Permanent Employees at Project Location(s) as of Today’s Date:** N/A
- g) **Number of Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s) as of Today’s Date:** N/A

## II. PROJECT SPECIFICS

- a) **Project Description:** Installation of a wastewater disinfection facility.
- b) **Estimated Schedule:** Begin: July 2013  
Complete: September 2014  
Estimated ESD Directors' Approval: November 2014

## III. PROJECT BUDGET

You have informed us that the following costs will be incurred to complete this project. It is understood that these costs are estimates, based on the best information available to date. If these figures change, please inform your ESD contact as soon as possible.

Construction / Renovation	\$5,037,536
Architectural/Engineering	\$333,000
<b>Total Estimated Cost:</b>	<b>\$5,370,536</b>

## IV. ESD INCENTIVES

### Regional Council Capital Fund Grant – Project#Y619/ CFA# 27559

- a) **Amount:** \$500,000
- b) **Use of Funds:** Reimbursement for a portion of construction/renovation and architectural/engineering costs.
- c) **Requirements:** Funds will be disbursed in lump sum upon project completion, as described in Sections II and III above and as evidenced by attainment of a certificate of occupancy and/or other documentation verifying project completion as ESD may require, and documentation verifying project expenditures of approximately \$5,370,536.
- d) **Financial Disclosure:** Financial disclosure, consisting of three years of audited financials or three years of tax returns plus interim financials if the most recent financial report is older than six months, on Recipient and all corporate and personal guarantors acceptable to ESD must be provided prior to ESD Board approval.
- e) **Recapture** Grant funds will be subject to *pro rata* recapture if property is sold within 5 years of disbursement of funds.

## General Requirements

▪ **Equity:**

The Recipient will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Recipient's written acceptance of ESD's Incentive Proposal. Equity is defined as cash injected into the project by the Recipient or by investors and should be auditable through Recipient financial statements or Recipient accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project. For this project, bonds issued by the Grantee will fulfill the equity requirement.

▪ **Fees:**

The Recipient will provide a \$250 fee, due at the time of acceptance of this Incentive Proposal, and a 1% commitment fee (\$5,000), due when the Recipient executes documents required for processing the grant. In addition, the Recipient will reimburse ESD for any direct expenses incurred in connection with this project, including costs related to holding a public hearing, attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, and other requirements deemed appropriate by ESD.

▪ **Non-discrimination and Contractor Diversity:**

ESD's Non-discrimination and Contractor Diversity policy will apply to the Project. The Recipient shall be required to use good faith efforts to achieve an overall Minority and Women Business Enterprise ("MWBE") Participation goal of 23%, Minority Business Enterprise ("MBE") Participation goal of 13% and a Women Business Enterprise ("WBE") Participation goal of 10% related to the total value of ESD's funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the Project. A further explanation of the MWBE requirements is attached hereto.

▪ **Environmental, Historic and Smart Growth Review:**

Please note in particular the Environmental, Historic and Smart Growth Review requirements at the end of the attached document, which, if applicable, must be satisfied prior to ESD Board approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.

▪ **Environmental Sustainability:**

ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.

▪ **Modification:**

ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances.

▪ **Reservations of Rights Concerning Funding Commitment:**

It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project.

▪ **Next Steps After Accepting this Incentive Proposal:**

Within approximately 30 days of your acceptance of this Incentive Proposal, ESD will send a letter acknowledging receipt of the signed Incentive Proposal that will include a guide to the ESD Approval and Disbursement Process and relevant contact information. Prior to ESD Board approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Board approval typically occurs at project completion.

---

**Expiration of Proposed Offer:**

This proposal expires 30 (thirty) days from the date of this offer unless endorsed below and received by ESD prior to the expiration date.

**Expiration of Accepted Offer:**

The accepted proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary.

---

APPROVED BY: Susan Shaffer / [Signature] Date: 8/16/13  
Susan Shaffer, Vice President  
ESD Loans & Grants  
633 Third Avenue  
New York, NY 10017  
Phone: (212)803-3644  
Fax: (212)803-3925

ACCEPTED BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Sharon Addison, City Manager  
City of Watertown  
245 Washington Street, Room 302  
Watertown, NY 13601  
Phone: 315-785-7757

\* Please see the following Affirmation page, which must be completed, signed and notarized for this Incentive Proposal to be considered accepted.

**AFFIRMATION**

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

The Undersigned, being duly sworn, deposes and says:

1. I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_ (the "Recipient"), a municipality that is duly organized and validly existing under the laws of \_\_\_\_\_, and is authorized to do business and is in good standing in the State of New York.

2. I have read and know the contents of the Incentive Proposal prepared by the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

3. I have reviewed all of the information provided by the Recipient to ESD to assist in ESD's preparation of the Incentive Proposal, including information provided on Recipient's behalf by third-party consultants (together, "Information").

4. I know all of the information provided by Recipient or its third-party consultants to be true and complete in all material respects. To the extent such information involves projections about future performance, these projections have been prepared in good faith, based upon reasonable assumptions.

5. Recipient did not make a decision to undertake the project described in the Incentive Proposal prior to June 20, 2013

6. Recipient hereby accepts the terms of the Incentive Proposal.

7. Receipt of the Incentive Proposal was a material factor in Recipient's decision to undertake the above-referenced project.

8. I agree to allow the Department of Taxation and Finance to share Recipient tax information with Empire State Development.

9. I authorize the Commissioner of Labor to disclose, to employees of both the New York State Department of Labor, the New York State Department of Economic Development, and the Urban Development Corporation, (dba Empire State Development), all records filed by the Recipient in making Unemployment Insurance (U.I.) reports and contributions required by State Labor and Tax Law, including, but not limited to, all information contained in or relating to the quarterly combined withholding, wage reporting and U.I. returns, the registration for U.I., the New Hire file, and all records of U.I. delinquencies. In addition, this authorization shall include all information contained in any survey reports requested by the Department of Labor on behalf of the U.S. Department of Labor, Bureau of Labor Statistics including, but not limited to, the Current Employment, Occupational Employment, multiple worksite, and annual refiling surveys. The use of information and records released pursuant to this authorization shall be limited to government purposes concerning the Recipient and assistance described in this incentive proposal to monitor compliance with worker protection laws and with the conditions and requirements associated with the financial assistance being requested; and the use of information and records released pursuant to this authorization shall be limited to government purposes concerning the certification of this company for Excelsior Jobs Program benefits under Article 17 of the Economic Development Law, monitoring compliance with Excelsior Jobs Program requirements, including compliance with worker protection laws, and reviewing the performance of the Excelsior Jobs Program.

10. I certify, under penalty of perjury, that the Recipient is in substantial compliance with all environmental, worker protection, and local, state and federal tax laws.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

## ENVIRONMENTAL, HISTORIC AND SMART GROWTH REVIEW REQUIREMENTS

Approval of funding by ESD, a public benefit corporation of the State of New York, requires compliance with environmental, historic and smart growth review requirements under New York State regulations. The information below provides a brief guide to the review processes. If you have any questions about the required documentation or how to proceed in these areas, please contact ESD's Planning & Environmental Review Office at (212) 803-3252 or 3253. **Physical work on an ESD-funded project must not be started prior to the completion of any necessary environmental, historic and/or smart growth review.**

### Environmental Review

- Projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of a site or structure require review under the State Environmental Quality Review Act (SEQRA)(6 NYCRR Part 617).
- The applicant must demonstrate compliance with SEQRA. If SEQRA review is required for the project, the review must be completed by a lead agency such as a municipal planning or zoning board, common council, county industrial development agency, or ESD itself.
- Please note that if the project consists of more than one phase, a SEQRA review must be completed for all known or reasonably foreseeable phases of the project, not only the phase that is the subject of ESD funding. An environmental review of only a portion of a project constitutes improper segmentation under SEQRA and is not accepted except in special circumstances.
- Required SEQRA documentation:
- If the project has been determined to have no significant effect on the environment, the following two documents must be provided:
  1. Environmental Assessment Form (EAF) –Short or Full EAF, as appropriate for the project. All parts must be fully completed; and
  2. Negative Declaration

If a Positive Declaration was issued for the project, indicating that the project may have a significant adverse impact on the environment, the following documents must be provided:

1. Draft and Final Environmental Impact Statement (DEIS and FEIS) – digital copy is preferable; and
2. Lead Agency Statement of Findings.

For further information about SEQRA, please visit the New York State Department of Environmental Conservation's web site at <http://www.dec.ny.gov/63.html>.

### **Historic Review**

- Projects involving a building, structure, district, or site, including underground or underwater sites, listed on or eligible for listing on the State or National Register of Historic Places (S/NR) must be evaluated by the State Historic Preservation Office (SHPO) of the New York State Office of Parks, Recreation and Historic Preservation in accordance with Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law. Buildings that are more than 50 years old that are historically, architecturally, archeologically, or culturally significant may meet the eligibility criteria for S/NR listing.
  
- The applicant must demonstrate compliance with Section 14.09. In order to complete the SHPO consultation process, the applicant must write to SHPO, notifying them of the proposed state funded project and requesting comment on the project, and submit project materials along with the Project Review Submission Cover Form found on the SHPO web site at <http://nysparks.state.ny.us/shpo/environ/forms.htm>. Upon completion of the SHPO consultation process, SHPO will determine whether or not the project will have an adverse impact on historical or cultural resources and will then provide a letter of comment on the project.
  
- Required SHPO documentation:
  - Letter of No Adverse Impact determination or
  - Letter of Resolution – required if SHPO determines that the project will have an Adverse Impact on historic or cultural resources.

### **Smart Growth**

The State Smart Growth Public Infrastructure Policy Act of 2010 requires that public infrastructure projects approved, undertaken, supported or financed by a State Infrastructure Agency, which includes ESD, to the extent practicable, are consistent with relevant Smart Growth Criteria specified in the law. Projects that involve ESD approval of funding for public infrastructure (e.g., publicly-supported roads, bridges, streetscapes, other transportation systems, drinking water, sewers, drainage systems, and utilities) will require the completion of a Smart Growth Impact Statement prior to approval of funding. ESD staff may contact the applicant if a Smart Growth Impact Statement is required.

The full text of the State Smart Growth Public Infrastructure Policy Act may be found at: [http://assembly.state.ny.us/leg/?default\\_fld=&bn=A08011&term=2009&Text=Y](http://assembly.state.ny.us/leg/?default_fld=&bn=A08011&term=2009&Text=Y)

## PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MWBEs

ESD is required to comply with and implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

Approval of funding by ESD, a public benefit corporation of the State of New York, is conditioned upon and subject to the following requirements:

- a) Recipient agrees to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include contracting opportunities for MWBEs.
- b) For purposes of this project, ESD hereby establishes an overall goal of 23% for MWBE participation, 13% for MBE participation and 10% for WBE participation (based on the current availability of qualified MBEs and WBEs).
- c) Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, other applicable federal, state or local laws.
- d) For purposes of providing meaningful participation by MWBEs on the project and achieving the project goals established herein, Recipient should reference the directory of New York State Certified MWBEs found at the following internet address:  

<https://ny.newnycontracts.com/>.

Additionally, Recipient is encouraged to contact ESD's Office of Contractor and Supplier Diversity at [OCSD@ESD.NY.GOV](mailto:OCSD@ESD.NY.GOV) to discuss additional methods of maximizing participation by MWBEs on the project.
- e) Recipient is required to submit a MWBE Utilization Plan on Form E4 not later than ten (10) days after the execution of this Incentive Proposal. Any modifications or changes to the MWBE Utilization Plan after the execution of this Incentive Proposal and during the performance of the project must be reported on a revised MWBE Utilization Plan and submitted to ESD.
- f) ESD will review the submitted MWBE Utilization Plan and advise the Recipient of ESD acceptance or issue a notice of deficiency within twenty (20) days of receipt.
- g) If a notice of deficiency is issued, Recipient agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY, EMPIRE STATE DEVELOPMENT, 633 THIRD AVENUE, 33<sup>RD</sup> FLOOR, NEW YORK, NY 10017, 212-803-3226 (ph), 212-803-3223 (fax), a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Recipient and direct the Recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE

participation goals on Form E5. Failure to file the waiver form in a timely manner may result in a finding that Recipient has intentionally or willfully failed to comply with the requirements of Article 15-A of the Executive Law and the MWBE provisions outlined herein.

- h) ESD may find that Recipient has willfully or intentionally failed to meet the MWBE project requirements under the following circumstances:
1. If a Recipient fails to submit a MWBE Utilization Plan;
  2. If a Recipient fails to submit a written remedy to a notice of deficiency;
  3. If a Recipient fails to submit a request for waiver; or
  4. If ESD determines that the Recipient has failed to document good faith efforts.
- i) Recipient shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements made subsequent to the execution of the Incentive Proposal may be made at any time during the term of the project to ESD, but must be made no later than prior to the submission of a request for final payment on the project.
- j) Recipient is required to submit a Quarterly M/WBE Contractor Compliance & Payment Report on Form E6 to the EMPIRE STATE DEVELOPMENT, 633 THIRD AVENUE, 33<sup>RD</sup> FLOOR, NEW YORK, NY 10017, 212-803-3244 (ph), 212-803-3223 (fax), by the 10<sup>th</sup> day following each end of quarter over the term of the project documenting the progress made toward achievement of the MWBE project goals.
- k) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. The Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals and requirements set forth herein, such a finding may result in the recapture of grant proceeds. Such MWBE Recapture shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Recipient achieved the MWBE project goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the project.

PROJECT SPONSOR/DEVELOPER  
 (or "REPORTING COMPANY"):  
 FEDERAL EIN #:  
 ADDRESS:  
 TOWN/COUNTY/ZIP:  
 CONTACT PERSON:  
 TELEPHONE:  
 EMAIL:

ESD/OCSD REPRESENTATIVE:  
 PROJECT NAME:  
 PROJECT #:  
 PROJECT START DATE:  
 PERCENT COMPLETE:  
 ACTUAL COMPLETION DATE:

Attach M/WBE executed contracts, final lien waivers, cancelled checks, etc., or other documentation describing the "Good Faith Efforts" taken to achieve M/WBE program. This report should be completed and signed by an officer of the Reporting Company.

PRIME CONTRACTOR (Federal EIN #, Firm's Name, Address, Contact Person, Title and Phone # with area code)	CONTRACT AMOUNT	M/WBE SUBCONTRACTOR (Federal EIN #, Subcontractor Name, Address, Contact Person, Title and Phone # with area code)	SCOPE OF SERVICES		M/WBE CONTRACT AMOUNT	M/WBE PAYMENTS PREVIOUSLY REPORTED	M/WBE PAYMENTS ON CURRENT REPORT	TOTAL M/WBE PAYMENTS TO DATE

CERTIFICATION: I, \_\_\_\_\_ (Print Name), the \_\_\_\_\_ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SUBMIT REPORT TO:** OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
EMPIRE STATE DEVELOPMENT CORPORATION  
633 THIRD AVENUE, 33<sup>rd</sup> FLOOR  
NEW YORK, NY 10017

**Questions?** Please contact the Office of Contractor and Supplier Diversity (OCSD) Project Managers below:

**Vikas Gera**  
Project Manager, OCSD  
(212) 803-3244  
[vgera@esd.ny.gov](mailto:vgera@esd.ny.gov)

**Denise Ross**  
Project Manager, OCSD  
(212) 803-3226  
[dross@esd.ny.gov](mailto:dross@esd.ny.gov)

**Diane Kinnicutt**  
Dept. of Economic Dev. (DED)  
(518) 292-5727  
[dkinnicutt@esd.ny.gov](mailto:dkinnicutt@esd.ny.gov)

Finger Lakes  
Western New York  
NYC- Brooklyn & Queens  
Long Island  
All ESD Subsidiaries

Southern Tier  
Mohawk Valley  
Mid-Hudson Region  
NYC-Manhattan, Staten Island  
& Bronx

North Country  
Capital District  
Central New York  
DED Procurement

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Federal Employer Identification No. (FEIN):

Offeror's Name:

Offeror's Address:

City, State, Zip Code:

Telephone No.:

Region/Location of Work:

Solicitation No.:

Project No.:

M/WBE Goals in the Contract: MBE -      % WBE -      %

1. Certified M/WBE Subcontractors/Suppliers Federal Employer Identification Number (FEIN), Name, Address, Phone, Fax and Email Address.	2. Classification :	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies / Services and intended performance dates of each component of the contract.
A.	<u>NYS ESD CERTIFIED</u>  <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	<u>NYS ESD CERTIFIED</u>  <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A WAIVER REQUEST FORM (FORM E4).

PREPARED BY (Signature): \_\_\_\_\_ DATE: \_\_\_\_\_

Preparer's Name (Print or Type): \_\_\_\_\_

Preparer's Title: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

TELEPHONE NO.:

EMAIL ADDRESS:

**\*\* FOR OCSD-M/WBE USE ONLY \*\***

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED?

YES  NO Date: \_\_\_\_\_

Contract No.:

Project No. (if applicable):

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

Description of Work:

NOTICE OF DEFICIENCY ISSUED?

YES  NO Date of Issue: \_\_\_\_\_

NOTICE OF ACCEPTANCE ISSUED?

YES  NO Date of Issue: \_\_\_\_\_

**Waiver Applicant**

Offeror / Contractor Name:	Fed ID No.:
Address:	Solicitation/Contract No.:
City, State, Zip Code:	M/WBE Goals: MBE: _____%    WBE: _____%

**By submitting this form and the required information, the offeror / contractor certifies that every "Good Faith Effort" has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract. Review 5 NYCRR §142.8, Contractor's Good Faith Efforts, on page 2 of this form for the precise definition of "Good Faith Effort".**

**Contractor is requesting a:**

- MBE Waiver – A waiver of the MBE Goal for this procurement is requested.  
 Total     Partial
- WBE Waiver – A waiver of the WBE Goal for this procurement is requested.  
 Total     Partial
- Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development).

Date of such filing with Empire State Development Corporation: \_\_\_\_\_

PREPARED BY (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

<b>Name and Title of Preparer (Printed or Typed):</b>	<b>Telephone Number:</b>	<b>Email Address:</b>
Submit with the bid or proposal or if submitting after award submit to:  <b>Empire State Development Corporation                  Office of Contractor and Supplier Diversity                  633 Third Avenue, 33<sup>rd</sup> Floor                  New York, New York 10017</b>	<b>***** FOR M/WBE USE ONLY *****</b>	
	<b>REVIEWED BY:</b>	<b>DATE:</b>
	Waiver Granted: <input type="checkbox"/> YES                      MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____ * <b>Comments:</b>	

5 NYCRR §142.8 - Contractor's Good Faith Efforts

- (a) The contractor must document its good faith efforts toward meeting certified minority and women-owned business enterprise utilization plans by providing, at a minimum:
  - (1) Copies of its solicitations of certified minority and women-owned business enterprises and any responses thereto;
  - (2) If responses to the contractor's solicitations were received, but a certified minority or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
  - (3) Copies of any advertisements for participation by certified minority and women-owned business enterprises timely published in appropriate general circulation, trade and minority or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
  - (4) Copies of any solicitations of certified minority and/or women-owned business enterprises listed in the directory of certified businesses;
  - (5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
  - (6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority and women-owned business enterprises.
  
- (b) In addition to the information provided by the contractor in paragraph (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:
  - (1) Whether the contractor submitted an alternative utilization plan consistent with the subcontract or supplier opportunities in the contract;
  - (2) The number of certified minority and women-owned business enterprises in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
  - (3) The actions taken by the contractor to contact and assess the ability of certified minority and women-owned business enterprises located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
  - (4) Whether the contractor provided relevant plans, specifications or terms and conditions to certified minority and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
  - (5) The terms and conditions of any subcontract or provision of suppliers offered to certified minority or women-owned business enterprises and a comparison of such terms and conditions

Res No. 3

August 27, 2013

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Accepting Bid for Court Street Bridge Joint Replacement Project,  
Vector Construction Corporation

The City Purchasing Department has advertised and received sealed bids for the Court Street Bridge Joint Replacement Project, per our specifications.

Invitations to bid were issued to Northern New York and Syracuse Builders Exchanges, the Dodge Reports and The New York Contract Reporter. Seven (7) sets of bid specifications and plans were requested by area contractors with two (2) sealed bids received and publicly opened and read in the City Purchasing Department on Thursday, August 15, 2013, at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department, and it is their recommendation that the City accept the bid from Vector Construction Corporation, Cicero, New York, as the lowest qualifying bidder meeting our specifications in the amount of \$47,500. The bids received are outlined in Ms. Pastuf's report, which is attached.

Funding to support this project will be from the Consolidated Local Street and Highway Improvement Program (CHIPs) and was included in the 2012-2013 Capital Budget.

# RESOLUTION

Page 1 of 1

Accepting Bid for Court Street Bridge  
Joint Replacement Project,  
Vector Construction Corporation

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***

---

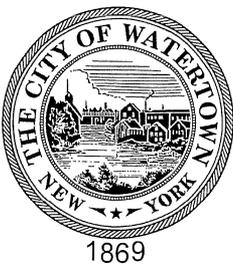
WHEREAS the City Purchasing Department has advertised and received sealed bids for the Court Street Bridge Joint Replacement Project, per our specifications, and

WHEREAS invitations to bid were issued to Northern New York and Syracuse Builders Exchanges, the Dodge Reports and The New York Contract Reporter, with seven (7) sets of bid specifications and plans requested by area contractors with (2) sealed bids received and publicly opened and read in the City Purchasing Department on Thursday, August 15, 2013, at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with Engineering Department, and it is their recommendation that the City Council accept the bid submitted by Vector Construction Corporation,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bid submitted by Vector Construction Corporation as the lowest qualifying bidder for the Court Street Bridge Joint Replacement Project, per our specifications, in the amount of \$47,500.

**Seconded by**



# CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601-3380  
E-MAIL APastuf@watertown-ny.gov  
Phone (315) 785-7749 Fax (315) 785-7752

Amy M. Pastuf  
Purchasing Manager

---

---

## MEMORANDUM

---

---

**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2013-15 – Court Street Bridge Joint Replacement Project  
**DATE:** 8/27/2013

---

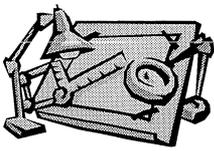
The City's Purchasing Department advertised in the Watertown Daily Times on July 25, 2013 calling for sealed bids for the Court Street Bridge Joint Replacement Project as per City Specifications. The bid opportunity was also listed with the NNY and Syracuse Builder's Exchanges, the Dodge Reports and the New York Contract Reporter.

Bid Specifications were requested by seven (7) contractors. Two (2) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Thursday, August 15, 2013 at 11:00 am, local time. The bid tally is provided below.

Description	Tuscarora Construction Company, Inc.	Vector Construction Corporation
Replacement of the bridge seals in the armored bridge joints and replacement of approximately 6 feet of armored joint. Clean and refinish all exposed armored joints.	\$66,000.00	\$45,000.00
Alternate #1 - Clean accumulated debris from bridge seats	\$8,000.00	\$2,500.00
<b>Total</b>	<b>\$74,000.00</b>	<b>\$47,500.00</b>

The bids were reviewed by the Engineering Department and the Purchasing Department to ensure that they meet the required specifications. It is recommended that we accept the bid proposal from Vector Construction Corporation for a bid total of \$47,500.00 as the lowest responsive responsible bid.

If there are any questions concerning this recommendation, please contact me at your convenience.



# **INTEROFFICE MEMO**

## *Engineering Department*

DATE: August 27, 2013

TO: Amy Pastuf, Purchasing Agent

FROM: Kurt Hauk, City Engineer

SUBJECT: Court Street Bridge Joint Project

---

The Engineering Department has reviewed the bids received on August 15, 2013 for the Court Street Bridge Joint Replacement Project.

It is our recommendation that the bid be awarded to Vector Construction Corporation, Cicero NY, in the amount of \$47,500.00.

FISCAL YEAR 2012-2013  
 CAPITAL BUDGET  
 INFRASTRUCTURE  
 MAINTENANCE OF BRIDGES

PROJECT DESCRIPTION	COST
<p>Court Street Bridge Joint Replacements</p> <p>This project involves replacement of the existing bridge joints on the Court Street Bridge. Fully serviceable joints are required for bridges to move freely under temperature changes and also prevent water leakage onto the bearing pads. Keeping joints in good working order is a periodic requirement to prevent more costly repairs to bridges at a later date. These joints are at the end of their service life.</p> 	<p>\$60,000</p>
TOTAL	\$60,000

Funding to support this program will be from the Consolidated Local Street and Highway Improvement Program (CHIPs) program.

Res No. 4

August 28, 2013

To: The Honorable Mayor and City Council

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

Subject: Authorizing Budget Modification No. 1 Request for FY 2011  
Small Cities Community Development Block Grant

The 2011 Small Cities Community Development Block Grant is funding the rental rehabilitation program. The grant budget contains three activities: Rehabilitation, Program Delivery and Grant Administration. The Office of Community Renewal has to approve any shifting of funds from one category to another.

The approved budget assumed that six existing apartments would be rehabilitated and eight new apartments would be developed on the upper floors of downtown commercial buildings, for a total of 14 housing units.

None of the downtown projects being worked on will be ready in time to be completed before the December 8 deadline for the 2011 grant. They can still be considered for the 2012 grant. All of the funds are therefore being used for rehabilitation of existing units, which has a lower funding limit. This means that more units will be done. Commitments have been made for 19 units.

More money is needed in the Program Delivery line because more units will be completed. Program Delivery pays for the preparation of specifications and inspections for each project.

The proposed budget modification shifts \$9,250 from the Grant Administration and \$2,000 from Rehabilitation to Program Delivery. A resolution authorizing the budget modification request has been drafted for City Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing Budget Modification No. 1 Request for  
FY 2011 Small Cities Community Development  
Block 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 Grant Agreement with the New York State Housing Trust Fund Corporation represented by the Office of Community Renewal for the City of Watertown’s FY 2011 Small Cities Community Development Block Grant contains budget amounts for each activity, and

WHEREAS a budget modification must be approved by the Office of Community Renewal if the budget amounts are to be altered, and

WHEREAS to allow the shifting of funds from Multi-Unit Rehabilitation and Grant Administration to Multi-Unit Program Delivery as shown on Form 7-1, which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the proposed Budget Modification No. 1 request for the FY 2011 Small Cities Community Development Block Grant, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized and directed to sign the budget modification form on behalf of the City.

### **Seconded by**

**FORM 7-1**

**BUDGET MODIFICATION\***

Recipient: City of Watertown

Project #: 1207HR57-11

Modification #: 1

OFFICE USE ONLY	ACTIVITY	OFFICE OF COMMUNITY RENEWAL APPROVED BUDGET			PROPOSED MODIFICATION (+/-)		AFTER MODIFICATION			
		CDBG	OTHER SOURCES	TOTAL	CDBG	OTHER SOURCES	Budget			CDBG
IDIS #	NAME/USE	CDBG	OTHER SOURCES	TOTAL	CDBG	OTHER SOURCES	CDBG	OTHER SOURCES	TOTAL	FUNDS AVAILABLE
	Multi-Unit Rehabilitation	\$330,000.00	\$540,000.00	\$870,000.00	-\$2,000.00	\$0.00	\$328,000.00	\$540,000.00	\$868,000.00	\$0.00
	Multi-Unit Program Delivery	\$31,500.00	\$0.00	\$31,500.00	\$11,250.00	\$0.00	\$42,750.00	\$0.00	\$42,750.00	\$0.00
	Grant Administration	\$38,500.00	\$0.00	\$38,500.00	-\$9,250.00	\$0.00	\$29,250.00	\$0.00	\$29,250.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Certification to the best of my knowledge and belief the modification indicated have been duly authorized by the governing body of the applicant.

Signature of Chief Elected Official \_\_\_\_\_ Date \_\_\_\_\_

Jeffrey Graham Mayor

Typed Name of Chief Elected Official \_\_\_\_\_ Title \_\_\_\_\_

<b>For Office Use Only</b>		FMS Budget Modified Date: _____	Initials: _____
Program Staff Review _____ (Update FMS Substages 201/211 & 202/212)			
Approved: _____	Denied: _____	Date: _____ (Update FMS Substage 203/213)	Authorized Signature: _____ Title: _____

\* MODIFICATIONS TO BUDGET ALSO MODIFY SCHEDULE B OF THE NYS CDBG AGREEMENT. BUDGET MODIFICATIONS MUST BE REFLECTED ON ALL FUTURE REQUESTS FOR FUNDS REQUEST FOR FUNDS FORM 1-4A, COLUMN A)

August 28, 2013

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: Accepting Bid for Pool Covers for Flynn and Alteri Pools

The City Purchasing Department advertised for sealed bids for pool covers for the Flynn and Alteri pools. As the attached memo from Purchasing Manager Amy M. Pastuf indicates, the pool covers are the last step in the restoration of the two pools that took place earlier this year. The City received three bids, and it is the recommendation of Mrs. Pastuf, as well as the Parks and Recreation Department, that the City Council accept the bid from Schoolhouse Pools as the lowest qualifying bidder.

Staff will be available at the meeting to answer any questions on this proposed legislation.

# RESOLUTION

Page 1 of 1

Accepting Bid for Pool Covers  
for the Flynn and Alteri Pools,  
Schoolhouse Pools

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***

---

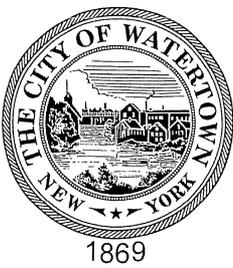
WHEREAS the City Purchasing Department has advertised and received sealed bids for pool covers for the Alteri and Flynn Pools, and

WHEREAS nine (9) sets of bid specifications were requested by pool distributors with three (3) sealed bids received and publicly opened and read in the City Purchasing Department on Wednesday, August 28, 2013, at 11:00 a.m., and

WHEREAS the Parks and Recreation Department and City Purchasing Manager Amy M. Pastuf reviewed the bids received, and it is their recommendation that the City Council accept the bid submitted by Schoolhouse Pools,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bid submitted by Schoolhouse Pools as the lowest qualifying bidder for pool covers for the Alteri and Flynn pools, in the amount of \$23,500.

**Seconded by**



# CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601-3380  
E-MAIL APastuf@watertown-ny.gov  
Phone (315) 785-7749 Fax (315) 785-7752

Amy M. Pastuf  
Purchasing Manager

---

## MEMORANDUM

---

**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2013-18 – Pool Covers for Parks and Recreation – Bid Recommendation  
**DATE:** 8/28/2013

---

The City's Purchasing Department advertised in the Watertown Daily Times on August 14, 2013 calling for sealed bids for Pool Covers for the Alteri and Flynn Pools. The pool covers are the last step in the restoration of the pool surfaces that took place earlier this spring. The pool covers will protect the new quartz surface and reduce the amount of time it takes to open the pools in the spring.

Bid Specifications were sent to nine (9) area pool distributors. Three (3) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Wednesday, August 28, 2013 at 2:00 pm, local time. The bid tally is provided below.

Description	Design Pool and Spa	Schoolhouse Pools	Sundance Leisure
	Total Price	Total Price	Total Price
Alteri Pool Cover as per City specifications	\$13,925.00	<b>\$11,400.00</b>	\$12,555.00
Flynn Pool Cover as per City specifications	\$17,186.00	<b>\$12,100.00</b>	\$15,163.00
Total	\$31,111.00	<b>\$23,500.00</b>	\$27,718.00

The bids were reviewed by the Parks and Recreation Department and the Purchasing Department to ensure that they meet the required specifications. It is recommended that we accept the bid proposal from Schoolhouse Pools for a bid total of \$23,500.00 as the lowest responsive responsible bid.

If there are any questions concerning this recommendation, please contact me at your convenience.

Tabled

August 27, 2013

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: Authorizing Application for New York State Division of Homeland Security Grant, Fire Department

The attached resolution was tabled at the Regular Meeting on August 19. At that time, Council indicated concerns with the proposed grant package and asked for additional information related to the Fire Department fleet. A memorandum from Fire Chief is attached for your review. The deadline to apply for this grant opportunity is September 4.

# RESOLUTION

Page 1 of 1

Authorizing Application for NYS Division of Homeland Security and Emergency Services Grant, Fire Department

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***

Council Member Joseph M. Butler Jr.

WHEREAS the New York State Division of Homeland Security and Emergency Services (DHSES) is accepting applications for funding through September 4, 2013, and

WHEREAS the City of Watertown Fire Department has prepared an application that meets the intended purpose of this grant, which will allow the department to purchase a vehicle with the capability of supporting four passengers and a towing capability of greater than eight ton, and

WHEREAS the application, in the amount of \$69,905, does not require any matching funds from the City,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to submit a grant application in the amount of \$69,905 to the New York State Division of Homeland Security and Emergency Services, and

BE IT FURTHER RESOLVED that Fire Chief Dale C. Herman is hereby authorized and directed to execute the grant application on behalf of the City of Watertown.

***Seconded by*** Council Member Teresa R. Macaluso



## CITY OF WATERTOWN, NEW YORK

### FIRE DEPARTMENT

224 South Massey Street  
Watertown, New York 13601  
(315) 785-7800

Fax: (315) 785-7821  
Dale C. Herman, Fire Chief  
dherman@watertown-ny.gov



August 29, 2013

Ms. Sharon Addison  
City Manager  
City of Watertown  
245 Washington Street  
Watertown, New York 13601

Dear Ms. Addison:

Currently fire department staff is working on the FY 13 Technical Rescue and USAR Grant to be prepared for the submission deadline of September 4<sup>th</sup>. In the past, Council has supported the fire department in applying for grants which benefit both the residents of the City as well as our regional partners.

The benefits of applying for this grant outweigh the results of not applying, namely:

- The goal of this grant purchase is to be able to safely and more efficiently transport crews and equipment to incidents within our jurisdiction and regionally. The current primary vehicle to move our response trailers has a towing capacity of 12,000 lbs. and a seating capacity of two personnel. Our largest trailer is currently loaded with equipment which exceeds the tow capacity by 3000 lbs. The vehicle sought in the grant will be able to transport 4-5 personnel and has an increased towing capacity rated at 16,000 lbs. This should allow us to potentially reduce the number of vehicles responding to an incident by one, which helps reduce the overall cost of responding.
- The current tow vehicle was purchased with funds from the fire department operating budget and was limited in size and towing capacity based on the funds allowed for in the budget. As it is, this 2008 vehicle cannot safely move our largest trailer, and other options for towing that trailer have been exhausted, namely, placing a tow hitch package on the existing rescue truck. A vehicle of adequate size capable of towing the trailers that the department is responsible for would likely be sought after in upcoming fiscal years as a budget purchase.

- The annual maintenance cost of a new vehicle of this size is estimated at less than \$800 based on maintenance costs of existing vehicles.
- The new vehicle would be more suitable as a backup to our current 2004 American LaFrance Rescue truck when it is out of service for repairs and maintenance.
- Although the grant purchases for equipment and training require the availability of a regional response, the likelihood of a technical rescue incident is higher in the City of Watertown than elsewhere. We have had several incidents within the City that we have used these grant acquisitions for, and it has greatly improved our ability to safely mitigate these situations. This is a great asset to the City residents that would not exist without these grant submissions.
- The City of Watertown is part of the Statewide Fire Mobilization Plan. That, along with the Memorandum of Understandings related to hazardous materials and technical rescue with Jefferson County, is why the department is summoned to respond out of our jurisdiction. This system also works in reverse, and the City has received outside help when disasters have struck. That being said, the department feels that it is important that we are able to respond in the safest and most efficient manor.
- Unlike other grant sources, this is a no match grant so the total cost of the vehicle is supported by the grant funding. There is no guarantee that we will be awarded funds through this grant, however, we have successfully been awarded funds in this particular program for the last three years.

This funding opportunity may not be available in the future, but the equipment and training that has been available through this grant program has allowed our department to provide services that are not available through any other regional entity.

If you have any further questions, please do not hesitate to contact me.

Truly yours,

CITY OF WATERTOWN FIRE DEPARTMENT



Dale C. Herman  
Fire Chief

Tabled

August 27, 2013

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: Vending Fees

The attached ordinance regarding the creation of a \$50 daily vending permit for City parks was tabled at the Regular Meeting on August 19. At that time, City Council requested that this issue appear on the agenda for the next Work Session, scheduled for September 9.

ORDINANCE

Page 1 of 1

Amending City Municipal Code  
§ A320-4

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*

Council Member Teresa R. Macaluso

BE IT ORDAINED that Section A320-4, Schedule of Fees, of the City Code of the City of Watertown is hereby amended by adding the following paragraph:

§ A320-4. Schedule of fees.

C. Miscellaneous Parks and Recreation Fees: Various Parks and Recreation fees shall be established and enforced as follows. Nothing in this section shall prohibit the City from entering into an agreement for the use of the Municipal Arena, at rates other than the rates described below. However, any such agreement shall require the approval of the City Council.

(22) Event promoters of concerts or performances shall be charged a fee of \$250, per vendor, per day for the right to allow concessions at their event. All other user groups shall be charged \$50 per vendor, per day for the right to allow concessions at their event. This provision applies to the following locations: Thompson Park, Marble Fields, Kostyk Fields, and North Side Athletic Fields.

*Seconded by* Council Member Joseph M. Butler Jr.

August 28, 2013

To: The Honorable Mayor and City Council

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

Subject: CDBG Public Hearings

The New York State Small Cities Community Development Block Grant Program requires that two public hearings be held. One hearing has to be held before an application is made, and the other is to be held after funding is awarded. This requirement has changed from previous years when both public hearings had to be held before an application was made.

We recommend that the public hearings be scheduled for 7:30 p.m. on September 16, 2013 and October 7, 2013. The first public hearing will actually be the second hearing for the 2012 grant. The October 7 hearing will be for the 2013 application. The Notice of Funding Availability has not been issued yet so we do not know when the deadline for submission will be.