

**CITY OF WATERTOWN, NEW YORK
AGENDA**

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

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Authorizing Acceptance of New York Safety and Health Hazard Abatement Board, Occupational Safety and Health Training and Education Program Grant
- Resolution No. 2 - Approving Agreement for Public Benefit Services Between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc.
- Resolution No. 3 - Approving Agreement for Public Benefit Services Between the City of Watertown and the Thousand Islands International Tourism Council
- Resolution No. 4 - Accepting Bid for Ready-Mix Concrete, Watertown Concrete, Inc.
- Resolution No. 5 - Approving Production Agreement Between the City of Watertown and Steve Weed Productions
- Resolution No. 6 - Accepting Bid for Various Lengths of Fire Hose; Municipal Emergency Services

Resolution No. 7 - Approving Contract Agreement for Hydroelectric Operations and Maintenance Services, Upstate Testing and Controls Services

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

Tabled - Resolution Accepting Bid for Waste Water Treatment Plant Disinfection Improvements Project, HVAC and Plumbing, Hyde Stone

Tabled - Ordinance Amending the Code of the City of Watertown, §310-1, Definition of Family and §310-34, Accessory Uses in Residence Districts

STAFF REPORTS

1. FY 2013-14 Tourism Fund
2. Financial Reports

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, JULY 1, 2013.

Res No. 1

June 10, 2013

To: The Honorable Mayor and City Council

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

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

At its adjourned meeting on January 28, 2013, the City Council authorized Superintendent of Public Works Eugene P. Hayes to submit an application for funding to the New York Safety and Health Hazard Abatement Board to support occupational safety and health training for City employees. The City of Watertown provides numerous occupational training courses for its employees on an annual basis.

The City has received notice that we have been awarded funding in the amount of \$5,895.00, while the application was for \$5,940.00. This shortfall is due to a larger than expected number of applications received and awards approved, and we will cover the difference of \$48.00 from our existing general fund account. This funding provides the City with the opportunity to expand the number of employees receiving this occupational training.

Attached for Council's reference is a memo from Mr. Hayes fully detailing the training funded through this grant. The full Grant document is available on our website.

A resolution approving the acceptance of the grant is attached for Council's consideration.

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 New York Safety and Health Hazard Abatement Board has accepted applications for funding to support occupational safety and health training for public employees, and

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

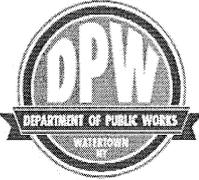
WHEREAS the Superintendent of Public Works Eugene P. Hayes prepared an application for funding to provide City employees with this training opportunity, and

WHEREAS the City has been awarded a grant in the amount of \$5,895.00 to provide training to its employees,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the acceptance of the above-referenced grant in the amount of \$5,895.00 from the State of New York Safety and Health Hazard Abatement Board, and

BE IT FURTHER RESOLVED that Mayor Jeffrey E. Graham is hereby authorized and directed to execute the grant agreement on behalf of the City of Watertown, a copy of which is attached and made a part of this resolution.

Seconded by

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 06-10-13 Ref: PW 021-13
To:	Sharon Addison, City Manager	
Subject:	State of New York Hazard Abatement Board Occupational Safety and Health Training and Education Program Grant Application Award Notification	

At the Adjourned City Council Meeting of Monday, January 28, 2013 the City Council authorized the submission of a grant application in the amount of \$5,940.00 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 6, 2013 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 \$5,895.00.

The contract period for this grant agreement will run from August 1, 2012 to July 31, 2013. When asked how the City would address the \$45.00 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 contract to include the four additional signature pages and return the entire package by June 20, 2013.

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, Building & Grounds Maintenance Supervisor
 DPW files:

Training

New York State Hazard Abatement Board Training Grant-2013/2014



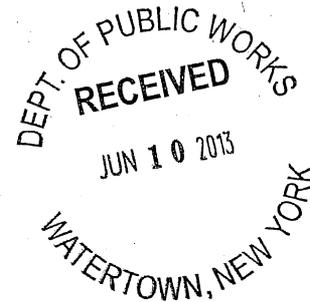
NEW YORK STATE
OCCUPATIONAL SAFETY AND HEALTH
HAZARD ABATEMENT BOARD

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 6, 2013



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

Dear Mr. Hayes:

I am pleased to inform you that your contract number T014720 for City of Watertown, DPW, 2013-2014 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. Also please note that attached to this letter is a new document, called the Contract Rider. Please complete this document, sign in blue ink, and return with the proposed contract.

In order to meet prompt contracting requirements and ensure a timely execution of your contract, please return the entire package by June 20th, 2013. A fully executed copy of the contract will be returned to you for your files.

Sincerely,

Randall J. Palmer
Grant Manager

Enclosures

City of Watertown
T014720

CONTRACT RIDER-ADDITIONAL RESPONSIBILITY PROVISIONS

1. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Labor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

2. Suspension of Work (for Non-Responsibility)

The Commissioner of Labor or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Labor or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

3. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYS Department of Labor officials or staff, the Contract may be terminated by the Commissioner of Labor or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Labor or his or her designee to be non-responsible. In such event, the Commissioner of Labor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Signature of Authorized Representative _____

Title _____

Date _____

FACE PAGE

<p>New York State Department of Labor Governor W. Averell Harriman State Office Building Campus, Building 12 Albany, NY 12240</p> <p>Agency Code 14000</p>	<p>Contract Number: T014720</p> <p>Amount of Agreement: \$5,895</p> <p>CFDA # (If Applicable):</p> <p>Contract Period: 8/1/13 to 7/31/14</p> <p>Multi-Year Term (if applicable) From: _____ To: _____</p>
<p>Contractor Name/Project Sponsor: City of Watertown</p> <p>Street: 245 Washington Street, Room 206 City: Watertown</p> <p>State: New York Zip: 13601</p> <p>Billing Address (if different from above): Street: _____ City: _____ State: _____ Zip: _____</p> <p>Title/Description of Project: OSHT&E</p>	<p>Federal Tax Identification Number: 15-6000419 Vendor Identification Number: 1000002584</p> <p>Contractor is a Sectarian Entity <input type="checkbox"/> Check if Yes</p> <p>Check ONLY ONE of the Following Three Choices: Contractor is a Municipality <input checked="" type="checkbox"/> Check if Yes</p> <p>MUNICIPALITY # (If Applicable) 220259000_ or Contractor is a For-Profit Organization <input type="checkbox"/> Check if Yes or Contractor is a Not-For-Profit Organization <input type="checkbox"/> Check if Yes</p>
<p>THIS AGREEMENT INCLUDES THE FOLLOWING:</p>	
<p><input checked="" type="checkbox"/> This Face Page and Standard Agreement</p> <p><input checked="" type="checkbox"/> Appendix A - Standard Clauses for all New York State Contracts</p> <p><input checked="" type="checkbox"/> Appendix B - Project Budget and Program Narrative (and/or Addendum to Proposal if applicable)</p> <p><input checked="" type="checkbox"/> Appendix C - The Department's General Conditions</p> <p><input checked="" type="checkbox"/> Appendix D - RFP and Certifications (as applicable)</p> <p><input checked="" type="checkbox"/> Appendix E - Other Conditions, if applicable</p> <p><input checked="" type="checkbox"/> Appendix F - Proposal</p> <p><input checked="" type="checkbox"/> Appendix X - Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)</p>	<p>If Not-For-Profit:</p> <p>Charities Registration Number:</p> <p>Or Exempt Code:</p> <p>Contractor has timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p>
<p>The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement</p>	
<p>CONTRACTOR</p>	<p>NYS DEPARTMENT OF LABOR</p>
<p>Signature of Contractor's Authorized Representative: _____</p> <p>Date: _____</p>	<p>Signature of Authorized Official: _____</p> <p>Date: _____</p>
<p>Type or Printed Name of Above Representative:</p> <p>Title of Authorized Representative:</p>	<p>Type or Printed Name of Above Official:</p> <p>Title of Authorized Representative:</p>
<p>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.</p> <p>(Notary) _____</p>	<p>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.</p>
<p>Attorney General:</p>	<p>Office of the State Comptroller:</p>

**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 31, 2013* provided that the Not-for-Profit Contractor submits to the Department all documentation required to process such payment no later than *November 30, 2013*.

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.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

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

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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: T014720
 Phone: 315-785-7770
 Email: ehayes@watertown-ny.gov
 Phone: 315-785-7770
 Fax: 3157857752

NYS DOL
 Liaison: Randall Palmer, WPM1
 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 2013-14
 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: 8/1/2013 through 7/31/2014
 Program: 2013 - 2014 OSH T&E Total Obligation: \$5,895

Original/SFY	<u>2013-14</u>	<u>\$5,895</u>	<u>6/30/2014</u>	SFY	_____	_____	_____	Total:	<u>\$5,895</u>
	Year	Amount	Lapse Date		Year	Amount	Lapse Date		

Renewal I/SFY	_____	_____	_____	SFY	_____	_____	_____	Total:	_____
	Year	Amount	Lapse Date		Year	Amount	Lapse Date		

Renewal II/SFY	_____	_____	_____	SFY	_____	_____	_____	Total:	_____
	Year	Amount	Lapse Date		Year	Amount	Lapse Date		

Renewal III/SFY	_____	_____	_____	SFY	_____	_____	_____	Total:	_____
	Year	Amount	Lapse Date		Year	Amount	Lapse Date		

Renewal IV/SFY	_____	_____	_____	SFY	_____	_____	_____	Total:	_____
	Year	Amount	Lapse Date		Year	Amount	Lapse Date		

Budget

Expense Categories	Total
1. Staff Salaries	\$0
2. Staff Fringe Benefits	\$0
3. Contracted Services	\$5,895
4. Other Costs	\$0
5. Total Contract Costs	\$5,895
6. Total Match Costs	\$0

Contractor's Proposal is hereby amended and superseded to the extent identified below.

Proposal/Contract Addendum Page- Appendix B*

Contractor Information:

Name: City of Watertown Project Title: OSH T&E, 2013-14
 Address: Room 206, 245 Washington St., Watertown NY Project Site: Watertown DPW
 County: Jefferson Contract No.: T014720

1. Narrative- Change in Scope: Hazard Abatement Board's intent was to fund this program as requested. However, due to overspending the Board was forced to cut all awards by approximately .076%. For this contractor that meant a reduction of \$45. Contractor has opted to do the entire training program as originally envisioned. Any monies expended above the awarded \$5,895 will not be subject to reimbursement.

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	\$5,940		
2. Trainee Wages			
3. Non-Personal Service Costs			
Total	\$5,940		

CHANGES:	Total Contract Funded Amount	Total Company Match Amount	Total Project Cost (Contract Funded + Match)
1. Training Costs	(\$45)		
2. Trainee Wages			
3. Non-Personal Service Costs			
Total	(\$45)		

CONTRACT AMOUNT-PER AWARD:	Total Contract Funded Amount	Total Company Match Amount	Total Project Cost (Contract Funded + Match)
1. Training Costs	\$5,895		
2. Trainee Wages			
3. Non-Personal Service Costs			
Total	\$5,895		

*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: **2013 - 2014 OSH T&E** Contractor Name: **City of Watertown**
 Contract #: **T014720** FY: **2013-14**

Original Contract: **X** Mod #
 Modification: Mod #

Category of Expense	Contract Costs		Match Costs
	Original or Current	Change	
A. Staff Salaries	\$0		\$0
B. Staff Fringe Benefits			
C. Contracted Services	\$5,895		\$0
D. Staff Travel			
E. Equipment	\$0		\$0
F. Space/Utilities			
G. Other Operating Expenses			
H. Miscellaneous Participant Expenses			
I. Participant Payments	\$0		\$0
TOTAL BUDGET	\$5,895		\$0

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) DESCRIPTION OF ITEM	(2) CALCULATIONS	(3) Contract Costs		(4) Revised Budget	(5) Match Costs
		Original or Current Budget	Change		
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 T014720

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 an hourly rate of \$135 for a total of 44 hours of training. Total amount to be reimbursed will be \$5,895. Any expenses incurred by the contractor above and beyond that amount will not be subject to reimbursement. 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.

	Estimated Budget
<p>Allowable Categories:</p>	<p>Telephones _____</p> <p>Postage _____</p> <p>Insurance/Bonding _____</p> <p>Printing/Photocopying _____</p> <p>Advertising _____</p> <p>Supplies _____</p>
<p>Extraordinary Categories (List):</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Explain/Justify Extraordinary Items or Amounts Below</p>	

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. Training

All contracts and/or subcontracts must be approved by the Department and licensed or registered by the NYS Education Department where applicable.

AA. 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.

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

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

I. General Provisions

- A. The New York State Department of Labor is required to 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.
- B. Contractor agrees, in addition to any other non-discrimination provision of the Contract and at no additional cost to the New York State Department of Labor ("NYS Department of Labor"), to fully comply and cooperate with the Department of Labor in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the non-discrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the NYS Department of Labor hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 11% for Minority-Owned Business Enterprises ("MBE") participation and 9% for Women-Owned Business Enterprises ("WBE") participation.
- B. For purposes of providing meaningful participation by MWBEs on this Contract, and achieving the Contract Goals established in section III-A (above), Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/MWBE.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Women Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the NYS Department of Labor for liquidated or other appropriate damages, as set forth herein. A copy of the applicable regulations, 5 NYCRR Parts 140 through 145, is available at the following website: <http://www.esd.ny.gov/MWBE.html>.

III. Form MWBE 100 - MWBE Utilization Plan

- A. Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of this Contract.

- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on this Contract pursuant to the prescribed MWBE goals set forth in section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of this Contract. Upon the occurrence of such a material breach, NYS Department of Labor shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

IV. Waivers

- A. For Waiver Requests, Contractor should use Form MWBE 101 – Waiver Request.
- B. If Contractor, after making good faith efforts, is unable to comply with MWBE goals, Contractor may submit a Request for Waiver documenting the good faith efforts of the Contractor to meet such goals. If the documentation included with the waiver request is complete, the NYS Department of Labor shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Department, upon review of the Utilization Plan and updated Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals, and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to Contractor. Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of the MWBE Contract Goals.

V. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form EEO 101) to the Department by the 10th day following the end of each quarter during the term of the Contract, documenting the progress made towards achievement of the MWBE goals of the Contract.

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
Phone: 518-457-1984 Fax: 518-485-2575
NYC: 212-352-6603

VI. Liquidated Damages - MWBE Participation

- A. If the Department determines that Contractor is not in compliance with the requirements of this Contract, and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and,

2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages, and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director pursuant to subdivision 8 of section 313 of the Executive Law, in which event the liquidated damages shall only be payable if Director renders a decision in favor of the Department.

VII. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. Contractor shall submit an EEO policy statement to the NYS Department of Labor within seventy two (72) hours after the date of the notice by NYS Department of Labor to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the NYS Department of Labor may provide the Contractor or Subcontractor with a model statement (see Minority and Women-Owned Business Enterprises Equal Employment opportunity Policy Statement).
 4. Contractor's EEO policy statement shall include the following language:
 - a. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.
 - c. Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. Contractor shall include the provisions of sections (a) through (c) of this subsection and paragraph "E" of this section, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Contract.

C. Form EEO 100 - Staffing Plan

To ensure compliance with this section, Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors

shall complete the Staffing plan form, and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form EEO 101 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the NYS Department of Labor of any changes to the previously submitted Staffing Plan. This information is to be submitted quarterly during the term of the contract in the Workforce Report. The Report shall detail the actual workforce utilized in the performance of the contract under the specified categories listed, including: ethnic background, gender, and Federal occupational categories.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the subject contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

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.

**"NON-DISCRIMINATION 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 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 non-discrimination 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

Title Mayor

Date 1/29/13

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 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 committed to providing a safe and healthy workplace for our employees. The following training topics will assist us in meeting our goal.

- A) Our employees work with hazwaste cleanup and need to keep up our certifications for hazmat so we need the 8 hour Hazwoper refresher. This will train 20 people
- B) Every year we hire temporary summer help at different time of the spring and early summer so we need training for them. This will train 35 people.
- C) Our people do enter into confined spaces so to keep them protected we need this training for them. This will train 35 people.
- D) We operate forklifts and our renewal dates for recertification come up this year so we need this training. This will train 35 people
- E) Some of our employees can be exposed to asbestos so we need an awareness class. This will train 40 people.
- F) Some of our people wear respirators because of the atmospheric hazards. This will train 20 people.
- G) Our highway personnel handle chainsaws so we want an awareness class for them on proper chain saw use. This will train 40 people.

-
2. PLEASE LIST THE 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.*)

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 city employees provide highway maintenance, electrical service and water supply for the city residents as well as maintenance of all the parks and recreation facilities around the city. Our employee numbers are at 110 for the DPW, parks and recreation, waste water and water department along with the 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

PROJECT NEED AND DESIGN

The funds from this project will enable the 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 110 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 Waste Water and water dept., 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.

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

Page 1

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. Hands on drill will also be conducted.

9. TOTAL COST OF ACTIVITY	Approximately \$2160.00
PER PERSON COST OF ACTIVITY	Approximately \$108.00 per person

PROJECT NARRATIVE

II. PROJECT NEED AND DESIGN

Program Activities

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

1. b. TARGET GROUP

DPW, Waste Water and Water Department 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 \$540.00
PER PERSON COST OF ACTIVITY	Approximately \$16.00 per person

PROJECT NARRATIVE

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY

Forklift Operator Training

1. b. TARGET GROUP

Some employees Waste Water, Water, DPW, Electrical & Parks & Recreation and Building Maintenance Personnel

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 operating a forklift. They will learn pre-start safety inspection, load handling techniques, stacking and unstacking loads, travel safety and pedestrian safety. They will also learn what causes Tipovers and how to prevent them.

9. TOTAL COST OF ACTIVITY
PER PERSON COST OF ACTIVITY

Approximately \$1080.00
Approximately \$31.00 per person

PROJECT NARRATIVE

Page 4

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 \$1080.00
PER PERSON COST OF ACTIVITY	Approximately \$31.00 per person

PROJECT NARRATIVE

Page 5

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY

Asbestos Awareness Training

1. b. TARGET GROUP

Highway, parks & recreation and electrical department 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 asbestos. They will learn how to work around it without disturbing it. They will learn the personal protective equipment necessary to wear when working around it.

9. TOTAL COST OF ACTIVITY
PER PERSON COST OF ACTIVITY

Approximately \$270.00
Approximately \$7.00 per person

PROJECT NARRATIVE

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY

Respirator Training

1. b. TARGET GROUP

Highway 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 how to use a respirator and when to use one. They will learn the job tasks that require the use of a respirator. They will learn how to don a respirator, inspect it, clean it and store it when not in use.

9. TOTAL COST OF ACTIVITY

Approximately \$270.00

PER PERSON COST OF ACTIVITY

Approximately \$14.00 per person

PROJECT NARRATIVE

II. PROJECT NEED AND DESIGN

Program Activities

1. a. ACTIVITY

Chainsaw Awareness Training

1. b. TARGET GROUP

Highway, parks, electric department 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 are associated with the use of a chainsaw. They will learn how to inspect the saw and make adjustments to the chain and bar. They will learn cutting techniques for felling and limbing trees. They will learn basic safety techniques when using a saw for various tasks.

9. TOTAL COST OF ACTIVITY

Approximately \$270.00

PER PERSON COST OF ACTIVITY

Approximately \$7.00 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 has many years of experience managing grants. We are currently administering a HAB grant successfully and if we receive this one expect the same outcomes.

2. Has your organization had prior HAB Grants? X 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>										
2011-2012	\$14,134.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>8 Hour Hazwoper Refresher</td></tr> <tr><td>Confined Space Entry</td></tr> <tr><td>8 Hour PESH Training</td></tr> <tr><td>Trenching Competent Person</td></tr> <tr><td>Workplace Violence Prevention</td></tr> <tr><td>Summer Employee Training</td></tr> <tr><td>Overhead Crane Training</td></tr> <tr><td>Bucket Truck Training</td></tr> <tr><td>Snowplow Refresher Training</td></tr> <tr><td>OSHA 10 Hour Course</td></tr> </table>	8 Hour Hazwoper Refresher	Confined Space Entry	8 Hour PESH Training	Trenching Competent Person	Workplace Violence Prevention	Summer Employee Training	Overhead Crane Training	Bucket Truck Training	Snowplow Refresher Training	OSHA 10 Hour Course	
8 Hour Hazwoper Refresher													
Confined Space Entry													
8 Hour PESH Training													
Trenching Competent Person													
Workplace Violence Prevention													
Summer Employee Training													
Overhead Crane Training													
Bucket Truck Training													
Snowplow Refresher Training													
OSHA 10 Hour Course													

<u>Year</u>	<u>Amount</u>	<u>Topics of Training</u>	<u>Measurable Outcome of Training</u>											
2012 – 2013	\$19,443.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>40 Hour Hazwoper</td></tr> <tr><td>8 Hour Hazwoper Refresher</td></tr> <tr><td>8 Hour PESH Safety</td></tr> <tr><td>Bloodborne Pathogen Training</td></tr> <tr><td>Confined Space Entry</td></tr> <tr><td>Forklift Refresher</td></tr> <tr><td>Backhoe Safety Training</td></tr> <tr><td>Front End Loader Training</td></tr> <tr><td>Skid Steer Safety Training</td></tr> <tr><td>Mower Safety Training</td></tr> <tr><td>Summer Employee Safety</td></tr> </table>	40 Hour Hazwoper	8 Hour Hazwoper Refresher	8 Hour PESH Safety	Bloodborne Pathogen Training	Confined Space Entry	Forklift Refresher	Backhoe Safety Training	Front End Loader Training	Skid Steer Safety Training	Mower Safety Training	Summer Employee Safety	
40 Hour Hazwoper														
8 Hour Hazwoper Refresher														
8 Hour PESH Safety														
Bloodborne Pathogen Training														
Confined Space Entry														
Forklift Refresher														
Backhoe Safety Training														
Front End Loader Training														
Skid Steer Safety Training														
Mower Safety Training														
Summer Employee Safety														

- 3 For applicants who have received grant funds for any period between the 2007-08 and 2011-12 grant years, please indicate which of the following outcomes, if any, could be attributed fully or partially to training conducted with HAB funds. In the space below the list, please briefly explain your answers.

If training was conducted for workers who were not under your supervision or direction, and/or utilized various curricula, please give examples of outcomes. Indicate the training topics, a brief description of the trainees (for example second year carpenter apprentices, highway repairers, car washers, etc.) and the name of the employer and/or union if appropriate.

- implementation of new engineering controls
- creation of a safety and health committee
- creation of new employer (or labor/management) safety policy
- a decrease in accidents/illnesses
- designation of staff to monitor safety and health concerns
- decrease in OSHA/PESH citations
- changes in work practices
- other

Please explain your answers below:

Since receiving the safety training and hearing what we should be doing has made a big difference in the way we conduct our daily activities. We are noticing the men are changing their mind set about working safely and taking responsibility for their actions and looking out for each other to assure everyone is working safely.

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

CATEGORY OF EXPENSES	REQUESTED AMOUNTS
A. STAFF SALARIES	
B. STAFF FRINGE BENEFITS	
C. CONTRACTED SERVICES	5940.00
D. STAFF TRAVEL	
E. EQUIPMENT	
F. SPACE/UTILITIES	
G. OTHER OPERATING EXPENSES	
H. MISCELLANEOUS PARTICIPANT EXPENSES	
TOTAL BUDGET	5940.00

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)	(2)
TYPE/DESCRIPTION OF SERVICE	REQUESTED AMOUNT
Empire Safety Training will provide all training applied for	5940.00
TOTAL CONTRACTED SERVICES	5940.00

HAB TE 110.3 (11-03)

DETAIL BUDGET PAGE (4)

D. STAFF TRAVEL

(1)	(2)
DESCRIBE	REQUESTED AMOUNT
TOTAL STAFF TRAVEL	

HAB TE 110.5 (11-03)

DETAIL BUDGET PAGE (6)

F. SPACE/UTILITIES

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

HAB TE 110.6 (11-03)

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 staff member(s) or minimum qualifications for position(s).

B. FRINGE BENEFITS:

Fringe Benefits should be budgeted in line with the Agency's Standard Fringe Benefit Policy and/or Negotiated Bargaining Agreements, however, hourly fringe benefits may not exceed 40% of proposed hourly staff wages. If budgeted 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 subcontractor's name, provide 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.

We are contracting with Empire Safety Training & Consulting, Inc. to provide all of the training applied for. 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. Staff travel costs should be budgeted in line with the standard Agency travel policy or NYS Comptroller guidelines.

E. EQUIPMENT:

Please provide justification for any exceptional equipment purchase/rental costs as related to the program needs. Also, please: 1) provide a copy of your procurement procedures and considerations for purchasing versus renting and 2) attach an inventory list of 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):	

Empty space for listing other extraordinary categories.

H. MISCELLANEOUS PARTICIPANT EXPENSES:

Please provide an estimated budget by the general type of the expense. Any type of expense outside of those standard allowable categories listed on HAB TE 110.8 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: Training Materials
Testing Materials

Estimated Budget

Other Extraordinary Categories (List):



SAMPLE

NEW YORK STATE DEPARTMENT OF LABOR

Formal Modification

Charity Registration # _____

APPENDIX X

Agency Code 14000

Contract No. _____

Modification No. _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Department of Labor, having its principal office at State Office Building Campus, Building 12, Albany, New York (herein referred to as the STATE,) and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number _____, as set forth in attached Appendix B (Project Budget and Program Narrative Addendum), which is hereby incorporated by reference.

This contract shall be for the period _____ through _____. This contract may be extended up to four years through _____.

If Not for Profit: Contractor has has not timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

Date: _____

Date: _____

STATE OF NEW YORK

) SS.:

County of _____)

On the _____ day of _____, 200__, 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 that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

(Notary) _____

COMPTROLLER'S SIGNATURE

Date: _____

ADJOURNED CITY COUNCIL MEETING CITY OF WATERTOWN

January 28, 2013

RESOLUTIONS

Resolution No. 3 - Authorizing Application to New York Safety and Health Hazard Abatement Board, Occupational Safety and Health Training and Education Program Grant

Introduced by Council Member Jeffrey M. Smith

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 recommending that the City prepare an application for \$5,940 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 \$5,940 to the State of New York Safety and Health Hazard Abatement Board, and

BE IT FURTHER RESOLVED that Jeffrey E. Graham, Mayor, is hereby authorized and directed to execute the grant application on behalf of the City of Watertown.

Seconded by Council Member Teresa R. Macaluso

Rules waived by Motion of Council Member Jeffrey M. Smith, seconded by Council Member Teresa R. Macaluso and carried with all voting in favor thereof.

At the call of the chair, a vote was taken on the foregoing resolution and carried with all voting yea.

January 23, 2013

To: The Honorable Mayor and City Council

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

Subject: Authorizing Application to New York Safety and Health
Hazard Abatement Board, Occupational Safety and Health
Training and Education Program Grant

Superintendent of Public Works Eugene P. Hayes is asking for authorization to again submit an application for funding to the State of New York Safety and Health Hazard Abatement Board for funding to support occupational and safety health training for our employees. Each year the City of Watertown provides occupational training opportunities for its employees. The \$5,940 in funding applied for under this grant program will provide us with an opportunity to expand the number of people receiving the training, expand the training programs offered and have 100% of the cost covered by the grant.

The attached memorandum from Mr. Hayes details the training topics to be offered, the number of sessions to be conducted, length of the training sessions and total trainees. For this year's application employees from Public Works, Parks and Recreation, Water and Waste Water Treatment and Engineering departments will participate in these training sessions.

A resolution is attached for City Council consideration authorizing the Mayor to sign and submit the grant application on behalf of the City of Watertown. The deadline for this grant application is February 1, 2013.

	<h1>MEMORANDUM</h1>	E.P. Hayes
		Superintendent
	<h2>Dept. Public Works</h2>	Date: 01-23-13
		Ref: PW 003-13
To:	Sharon Addison, City Manager	
Subject:	State of New York Hazard Abatement Board Occupational Safety and Health Training and Education Program Grant Application Submittal Approval	

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 again 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 \$5,940.00 for training/certification in the following categories:

TRAINING TOPIC	NUMBER OF SESSIONS	HOURS PER SESSION	TOTAL TRAINEES	TRAINING HOURS
8 Hour Hazwoper Refresher	2	8	20	16
Temporary Summer Employees	2	4	35	8
Confined Space Entry	1	4	35	4
Forklift Operator Refresher	2	4	35	8
Asbestos Awareness	2	1	40	2
Respirator Training	2	1	20	2
Chainsaw Awareness	2	2	40	4
TOTALS	13		225	44

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, Parks & Recreation, Engineering, Water and Waste Water Treatment will also participate in a number of these training sessions.

2011-2012 was the first year that the City applied for and received this training grant which was in the amount of \$14,134. Last year, 2012-2013, the City was awarded \$19,875 through this grant opportunity and to date our training numbers have surpassed expectations with very favorable comments from all of the attendees. This year we are requesting a greatly reduced amount because we hope to take advantage of similar no cost training opportunities as offered through the Civil Service Employees Association (CSEA) as well as through our Employee Assistance Program provider.

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 Monday, February 1, 2013 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.

A handwritten signature in blue ink that reads "Gene". The signature is written in a cursive, flowing style.

cc: Peter Monaco, Superintendent of Public Works
Josh Carlsson, Senior Engineering Tech-DPW
DPW files:
Training
2013-2014 New York State Hazard Abatement Board Training Grant

June 12, 2013

To: The Honorable Mayor and City Council

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

Subject: Agreement for Public Benefit Services, Community Action Planning Council of Jefferson County, Inc.

Attached for City Council's consideration is a Public Benefit Services Agreement between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. Since 1967, when the CAPC was incorporated and designated as the official anti-poverty agency in Jefferson County, the City of Watertown and Jefferson County provided the local match used to leverage State and Federal program service dollars.

The Community Action Planning Council provides services that promote the education, charity, health, safety and welfare of the citizens of the City of Watertown. This contract specifically identifies the services that will be provided to the citizens of this community and funded by the City of Watertown. The term of this Agreement is for one year beginning July 1, 2013, and ending June 30, 2014. Funding in the amount of \$52,000 to support this initiative was included in the FY 2013-2014 Adopted Budget.

A resolution approving the Agreement between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit Services Between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc.

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 Community Action Planning Council of Jefferson County (CAPC) was incorporated and designated in 1967 as the official anti-poverty agency for Jefferson County, and

WHEREAS since that time, CAPC has received funds from local governments as the local share required to leverage State and Federal program service dollars, and

WHEREAS the services provided by the CAPC promotes a public purpose, and

WHEREAS the services promote the education, charity, health, safety and welfare of the citizens of the City of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Public Benefit Services between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc., a copy of which is attached and made a 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 PUBLIC BENEFIT SERVICES

BETWEEN

THE CITY OF WATERTOWN, NEW YORK

and

THE COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

This Agreement made by and between the City of Watertown, New York (CITY)
and the Community Action Planning Council of Jefferson County, Inc. (CAPC).

WITNESSETH

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Article I. DESCRIPTION OF SERVICES. The Community Action Planning Council of Jefferson County, Inc. provides services that are considered to be for a public purpose. The Community Action Planning Council provides services which promote the education, charity, health, safety and welfare of the citizens of the City of Watertown.

Article II. ELIGIBLE ACTIVITIES. Eligible activities of the Community Action Planning Council reimbursable by the City shall promote a public purpose. Specifically, the Community Action Planning Council shall provide the following services to the citizens of the City of Watertown:

- a. Assist individuals and families to secure and retain meaningful employment.
- b. Assist individuals and families to attain an adequate education.
- c. Assist individuals and families to counteract conditions of starvation and malnutrition.
- d. Assist individuals and families to make a better income.
- e. Assist individuals and families to obtain emergency assistance.
- f. Assist individuals and families to obtain and maintain adequate housing.
- g. Assist individuals and families to remove obstacles that block self-sufficiency.

Article III. INELIGIBLE ACTIVITIES. Activities of the Community Action Planning Council, which do not promote a public purpose, shall be ineligible for reimbursement. Activities which are ineligible for reimbursement shall include, but not be limited to, land acquisition, salaries, utilities, fuel, insurance, interest, purchase of equipment, or program activities solely directed toward or restricted to organizational membership.

Article IV. TERM OF THIS AGREEMENT. The term of this Agreement shall be from July 1, 2013, through June 30, 2014.

Article V. MANNER OF PAYMENT.

a. The City agrees to provide Fifty Two Thousand Dollars (\$52,000) to the Community Action Planning Council for the term specified above.

b. Payment shall be made by the City Comptroller. One half of the annual payment will be made on or after December 1st, and the second will be made on or after April 1st. Payment will only be made upon the City's receipt of a fully executed copy of this Agreement and a signed City Invoice form.

Article VI. PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated in this Agreement. Performance of the terms and conditions of this Agreement shall be subject to and performance of all applicable laws.

Article VII. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party, at any time, by the delivery to the other party of a written notice of termination by the Agreement, stating in good faith and for good and valid reasons by such party is unable to comply with and carry out the terms and substantive obligations of the Agreement in a meaningful manner. In the event of such termination, the City and the CAPC shall perform such services and pay such monies as are necessary to carry out their respective obligations under the Agreement up to the date of termination of the Agreement. Any notice shall be delivered in person or by first class mail, return receipt requested, at the address of such party as hereinafter set out.

Article VIII. EXTENT OF AGREEMENT. This Agreement represents the entire Agreement between the City and the CAPC. This Agreement may be amended only by written instrument signed by both parties and such amendment shall be attached to this Agreement.

Article IX. ANNUAL REPORT. The CAPC will provide the City of Watertown with a copy of their annual financial report. If not included in the annual financial report, an additional report shall be submitted which details the services provided by CAPC to the citizens of Watertown.

Article X. NOTICES. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date mailed, if sent by certified mail, return receipt requested or delivered in person to:

THE CITY:

City Manager
City of Watertown
245 Washington Street
Suite 302
Watertown, New York 13601

THE COMMUNITY ACTION PLANNING COUNCIL:

Executive Director
Community Action Planning Council of Jefferson County, Inc.
518 Davidson Street
Watertown, New York 13601

A party may change the address to which notices are to be sent by written notice actually received by the other party.

IN WITNESS WHEREOF, the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. have caused this Agreement to be executed by authorized agents to be effective as of the date heretofore written.

THE CITY OF WATERTOWN, NEW YORK

BY: City Manager Sharon Addison

THE COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

BY: Executive Director Melinda Gault

June 12, 2013

To: The Honorable Mayor and City Council

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

Subject: Approving Agreement for Public Benefit Services, Thousand Islands International Tourism Council

During the City Council Work Session on June 10, 2013, Gary DeYoung made a presentation detailing the Thousands Islands International Tourism Council Destination Marketing Proposal for the coming year. The Tourism Council's focus is on the development, promotion, enhancement and retention of the tourism industry and its associated employment base within the territory encompassing Jefferson County and neighboring Ontario communities along the St. Lawrence River.

An Agreement for Public Benefit Services with the Thousand Islands International Tourism Council has been drafted for City Council approval. The term of this Agreement begins July 1, 2013, and runs through June 30, 2014. The Thousand Islands International Tourism Council will be paid \$41,850 for destination marketing services under the terms of this Agreement. Funding to support this plan is contained in the Fiscal Year 2013-2014 Tourism Fund budget.

RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit Services Between the City of Watertown and the Thousand Islands International Tourism Council

Introduced by

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

WHEREAS the City Council of the City of Watertown wishes to enter into an Agreement for the provision of destination marketing services with the Thousand Islands International Tourism Council, and

WHEREAS the Thousand Islands International Tourism Council presented their 2013-14 Destination Marketing Proposal to the City Council of the City of Watertown on June 10, 2013;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it approves the Agreement for Public Benefit Services with the Thousand Islands International Tourism Council, a copy of which is attached and made a part of this resolution, and

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

Seconded by

AGREEMENT FOR PUBLIC BENEFIT SERVICES

BETWEEN

THE CITY OF WATERTOWN, NEW YORK

and

THE THOUSAND ISLANDS INTERNATIONAL TOURISM COUNCIL

In Connection With

MARKETING AND PROMOTION OF THE CITY OF WATERTOWN

This Agreement made by and between the City of Watertown, New York and the Thousand Islands International Tourism Council.

WITNESSETH

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Article I. DESCRIPTION OF PROJECT. The Thousand Islands International Tourism Council shall provide the City of Watertown with its services and shall promote and publicize the advantages of the City of Watertown through the use of destination marketing as detailed in the attached 2013 Destination Marketing Proposal.

Article II. ELIGIBLE ACTIVITIES. Eligible activities for the Thousand Islands International Tourism Council shall include but not be limited to, all public media, television campaigns, consumer print ads and inquiry fulfillment. This advertising will include the items detailed on the attached schedule.

Article III. INELIGIBLE ACTIVITIES. Ineligible activities shall include but not be limited to: land acquisition, staff salary, utilities, fuel, insurance, maintenance and security salaries, construction and renovation costs, interest, purchase of equipment, and program activities solely directed towards or restricted to organizational membership.

Article IV. TERM OF THIS AGREEMENT. The term of this Agreement shall be for one (1) year, from July 1, 2013 through June 30, 2014.

Article V. MANNER OF PAYMENT.

- A. The amount to be paid from the City of Watertown Special Tourism Funds, as appropriated therefore, shall not exceed forty one thousand eighth hundred fifty dollars (\$41,850) for the term of this Agreement.
- B. Payment shall be made by the City Comptroller upon the receipt of an executed Services Agreement between the City of Watertown and the Thousand Islands International Tourism Council.
- C. Thousand Islands International Tourism Council understands that all City funds may only be used for eligible activities and for services actually performed. A copy of audited financial statements of the Thousand Islands International Tourism Council shall be provided to the City on or before June 30, 2014.
- D. The Thousand Islands International Tourism Council shall refund to the City at the termination of this Agreement, any monies paid by the City of Watertown that remains unused.

Article VI. PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated in this Agreement. Performance of the terms and conditions of this Agreement shall be subject to and performance of all applicable laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives on this _____ day of June, 2013.

CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison City Manager

THOUSAND ISLANDS
INTERNATIONAL TOURISM COUNCIL

By: _____
Gary DeYoung, Executive Director

2013 Destination Marketing Proposal
to
City of Watertown
From
1000 Islands International Tourism Council



Background:

The 1000 Islands International Tourism Council works as the “destination marketing organization” for the region including all of Jefferson County and neighboring Ontario communities along the St. Lawrence River.

As such, it engages in marketing projects designed to attract visitors to the region from outside the area. The Council’s marketing projects leverage buy-in from governments, non-profits and business partners.

In 2013, the Council’s budget goal is \$1,044,905. With supplemental grants and custodial initiatives, the total 2013 funding will be \$1,468,905. Over half of the base program budget comes from the two largest investors in the Council. The 1000 Islands Bridge Authority/Federal Bridge Corporation of Canada provides staff and services. Jefferson County provides a program grant in the amount of \$325,000. In addition to that base funding, the County will be forwarding \$150,000 for several special projects. This year’s funding from State of New York Matching funds program is \$86,030. The Council is also working on two state funded special projects totaling \$144,000 and is acting as the regional sponsor of the \$100,000 New York Path Through History project.

The balance of funding comes from many businesses and organizations who, like the City of Watertown, “buy-in” to the Council’s programs.

As the official Jefferson County Tourism Promotion Agency, the 1000 Islands International Tourism Council includes promotions of Watertown based attractions, events and hospitality services in all its regular programs. The buy-in list is for additional exposure or support of special projects.

Challenges and Opportunities

As growth has occurred in the City of Watertown and adjacent municipalities, new tourism opportunities and challenges are emerging. The Watertown Area now has both the capacity and the need to maintain a year-round tourism marketing effort.

From 2006 to 2012, the number of rooms in the Watertown/Fort Drum area grew from 928 to 1,541. That’s 66% growth in six years. Looking at it another way, there will be 223,745 more room nights to sell in 2012 than there were in 2006. The community has also seen an expansion of general retail and food service during the same time. Sales tax records show that the County’s taxable sales are well above what can be supported by the resident population.

2012-13 City of Watertown Destination Marketing Sponsorships and Buy-ins

Core Programs

Watertown positioning in 1000 Islands regional marketing: \$14,250

The programs position Watertown within overall 1000 Islands branded marketing

2013 Summer Marketing Program

\$8,750 for major partner position

The TIRTDC will place about \$120,000 in cooperative television advertising in key markets including Rochester, Buffalo, Scranton/Harrisburg, Northern New Jersey and Ottawa. For 2013, plans also call for placement of \$30,000 in online banner ads on key websites in Upstate New York, Eastern Ontario and Central Pennsylvania and Northern New Jersey.

Partnership packages have been developed for the summer campaign. Utilizing cable systems and broadcast channels, over 5,000 TV spots are expected to be aired. Each major partner receives coverage in a rotation of the TV cooperative ads, impressions in a rotation of the online campaign, a feature in the summer calendar of events tabloid (12,000 copies) , and a featured position on the campaign landing-site (getaway1000.com) .

2014-15 International Travel Guide

\$5,500 for a full page ad in color

The Council's main consumer travel piece is the *1000 Islands International Travel Guide*. 275,000 copies of the Guide are published. The guides are direct mailed to all advertising inquiries, as well as the previous year's inquiries. The Guide is carried as an official publication in both New York and Ontario welcome centers. Thousands are distributed at consumer shows by the TIRTDC and cooperating partners

It should be noted that editorial content about the City and local businesses is underwritten by the Council's Jefferson County grant. This request is for display ad space which will be designed to the City's specifications and can highlight a number of tourism sites in Watertown.

Core Programs

Watertown Area branded projects: \$27,600

These programs are Watertown branded marketing

Watertown Canadian Shop, Stay & Save: \$15,000

Total investment goal \$45,000 (underwriting requested from City: \$15,000)

With the Canadian dollar continuing to trade around par, the Watertown Area has proven to be very attractive to Canadian shoppers from throughout eastern Ontario. Beginning in 2010, the Council has received support from the City and Town of Watertown to conduct a fall marketing effort targeting Ontario Shoppers. Working with the Watertown Times, a 16-page tabloid was produced and inserted into newspapers in Ottawa, Kingston, Brockville and Gananoque (115,000 copies total).

Display ads were taken during September and October in Ottawa, Kingston and Brockville Newspapers. A Google Adwords campaign directed traffic to the VisitWatertown.com site.

The visitwatertown.com website was re-designed around the shopping promotion and in Google Adwords targeted eastern Ontario communities.

Based on input from Watertown Area lodging businesses, the Council will continue the fall shopper promotion in 2013 and solicit additional support to expand the program.

Winter Visit campaign: \$10,000

Total investment goal \$25,000 (underwriting requested from City: \$10,000)

The most difficult time to attract visitors and fill rooms is the January – April timeframe. In 2013, the Council initiated a Winter Visit campaign targeting nearby communities in Northern New York and Eastern Ontario. The campaign included television ads in the Northern New York market, as well as print and internet advertising targeting both New York and Ontario.

The Council developed a special “landing site” at www.wintervisit.com to promote lodging packages and winter activities.

The 2014 program will work to target visits during school breaks in Ontario and New York, encouraging families that may not have the time or financial resources to take a southern vacation to make a short break in the North Country. The campaign will promote “pool & play” lodging packages, shopping, winter recreation and special events.

2013-2014 Seaway Trail “Journey” Magazine: \$2,600 – 2/3 page ad

The Seaway Trail annually publishes its *Journey* magazine covering communities and activities along the Seaway Trail from Massena to Erie, Pennsylvania. A 2/3 page ad would promote Watertown in this publication with a press run of 200,000.

This keeps Watertown highly visible in the overall Seaway Trail program. In addition to the Watertown ad, other communities in Jefferson County sponsor cooperative pages in *Journey*. The Tourism Council also supports the Seaway Trail’s marketing fund with a \$5,000 annual investment that is pooled with similar investments from other Seaway Trail Counties.

2013 Marketing Proposal Cost Summary:

Participation in 1000 Islands branded projects:

- 2013 Summer Marketing Program, Major Partner\$8,750
- 1000 Islands International Travel Guide Ad\$5,500
- Subtotal:*.....\$14,250

Support of Watertown Area branded projects:

- Fall season Visit Watertown campaign\$15,000
- Winter break campaign\$10,000
- Seaway Trail Journey Magazine\$2,600
- *Subtotal*.....\$27,600

Total core marketing programs\$41,850

Notes regarding on-going Tourism Council projects of special interest to Watertown:

Watertown Visitors Map

An 11" x 17" color map of the Watertown Area is produced for use in providing directions to visitors. The map includes street level details along with the locations of hotels, major shopping areas and points-of-interest. Hotel desks and other visitor service areas receive the maps in pads of 50.

Brochure Distribution

The Council is very active in brochure distribution. It regularly stocks literature displays in two I-81 rest areas in Jefferson County, operates the Welcome Center at the Thousand Islands Bridge and mails tens of thousands of "visitor kits" annually. The literature projects in this proposal are backed by that distribution system and other City attractions are encouraged to take advantage of the distribution as well.

I-81 Initiative

The Council was successful in applying for an \$84,000 New York State grant to develop a program to promote travel along the I81 corridor. The project involves developing an online and print exit guide for the highway and promoting the corridor using Internet advertising. The Council will work with partner tourism offices in Oswego County, Syracuse and Binghamton to complete the project.

Black River Marketing

With the support of the City and State of New York through the Blueway initiative coordinated by the Tug Hill Commission, a number of Black River marketing projects have been implemented and continue.

During 2013 a complete re-design and relaunch of the BlackRiverNY.com website will be completed utilizing grant funds from the Department of State.

Watertown Airport Marketing

The Council is currently working on a \$50,000 project to promote use of the Watertown Airport, especially targeting Eastern Ontario. A billboard advertising the Airport will be displayed on I81 from July-December. The Airport will also be promoted in consumer and business publications. Launch of a new website at www.WatertownAirport.com will be promoted with a social media and online advertising campaign. American Airlines has been asked to support the program by making \$9,000 in tickets available for a contest promotion associated with the campaign.

Fort Drum VFR

The Council continues to work toward promoting visits to the region by friends and relatives of personnel stationed at Fort Drum. It will continue to distribute literature on post and develop literature targeting military visitors.

June 12, 2013

To: The Honorable Mayor and City Council

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

Subject: Accepting Bid for Ready-Mix Concrete; Watertown Concrete, Inc.

The City Purchasing Department has advertised and received sealed bids for the purchase of Ready-Mix Concrete for use by the Department of Public Works, the Sidewalk Replacement Program, and the Water Department during Fiscal Year 2013-2014, on an as needed basis, per our specifications.

Invitations to bid were issued to three (3) prospective bidders with two (2) bids received and publicly opened and read in the City Purchasing Department on Tuesday, June 11, 2013, at 11:00 a.m.

City Purchasing Manager Amy Pastuf reviewed the bids received, and it is her recommendation that the City accept the bid from Watertown Concrete, Inc., Watertown, New York, as the lowest qualifying bidder meeting our specifications. The bids received are outlined in Ms. Pastuf's report, which is attached.

A resolution accepting the bid for Ready-Mix Concrete Products from Watertown Concrete, Inc. has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Ready-Mix Concrete,
Watertown Concrete, Inc.

Introduced by

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

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of Ready-Mix Concrete for use by various City Departments during Fiscal Year 2013-2014, and

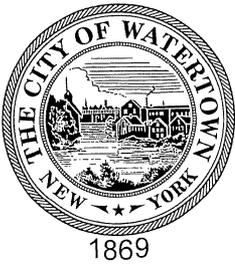
WHEREAS invitations to bid were issued to three (3) prospective bidders with two (2) bids received and publicly opened and read in the City Purchasing Department on Tuesday, June 11, 2013 at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy Pastuf reviewed the bids received, and it is her recommendation that the City Council accept the bid submitted by Watertown Concrete, Inc., Watertown, New York, as detailed below, all with a 2 yard minimum delivery:

4000 lb. Coarse Mix	\$ 92.00/cubic yard
4000 lb. Fine Mix	\$ 92.00/cubic yard
5000 lb. Fine Mix	\$ 95.00/cubic yard
4000 lb. Course Mix / Heated Concrete	\$102.00/cubic yard
4000 lb. Fine Mix / Heated Concrete	\$102.00/cubic yard
5000 lb. Fine Mix / Heated Concrete	\$105.00/cubic yard

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bid submitted by Watertown Concrete, Inc., Watertown, New York, as detailed above, for the purchase of Ready-Mix Concrete for use by various City Departments.

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 2013-08 – Ready-Mix Concrete Products
DATE: 6/12/2013

The City's Purchasing Department advertised in the Watertown Daily Times on May 30, 2013 calling for sealed bids for the purchase of Ready-Mix Concrete Products. This contract is for use by the Department of Public Works, the Sidewalk Replacement Program and the Water Department. The contract is an aggregate award; the vendor with the lowest pricing on the products requested will win the entire contract.

The City of Watertown issued Invitations to Bid to three (3) prospective bidders and two (2) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Tuesday, June 11, 2013 at 11:00 am, local time. The bid tabulation is shown below.

Item Description	Cranesville Block Company*	Watertown Concrete, Inc.**
4000 lb. Coarse Mix	\$94.00	\$92.00
4000 lb. Fine Mix	\$95.00	\$92.00
5000 lb. Fine Mix	\$99.00	\$95.00
4000 lb. Coarse Mix / Heated Concrete	\$103.99	\$102.00
4000 lb. Fine Mix / Heated Concrete	\$104.99	\$102.00
5000 lb. Fine Mix / Heated Concrete	\$108.99	\$105.00

*Small load charges ** 2.0 Cubic Yard minimum order

It is recommended that the bid for Ready-Mix Concrete Products be awarded to Watertown Concrete, as the lowest responsive responsible bidder. It should be noted that the pricing has remained static from last year's bid pricing.

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

Res No. 5

June 12, 2013

To: The Honorable Mayor and City Council

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

Subject: City Council Meeting Production Agreement, Steve Weed Productions

Attached for Council's consideration is a resolution approving a Production Agreement between the City of Watertown and Steve Weed Productions. This Agreement provides the City with a videotaped record of all City Council meetings and Work Sessions. Steve Weed Productions has provided this service to the City since November, 2006. The recordings are produced by Steve Weed Productions and provided to Time Warner Cable to be aired on the Public Access Channel. Recorded Council meetings are also hosted on the City's website as well as the Steve Weed Productions website.

The term of the Agreement is for one (1) year commencing on July 1, 2013 and terminating on June 30, 2014. Under the terms of the contract, Steve Weed Productions will be paid \$175.00 per session, the same rate as in the previous agreement.

A resolution approving this contract has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Production Agreement
Between the City of Watertown and
Steve Weed Productions

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

WHEREAS The City Council of the City of Watertown meets every month for Regular Meetings and Work Sessions, and

WHEREAS meetings of the City Council are open to the public and Council wishes to have them recorded and available for public access television and the internet, and

WHEREAS the City of Watertown has contracted with Steve Weed Productions to record City Council meetings since 2006, and

WHEREAS Steve Weed Productions is willing to continue to provide their services to the City under the term of the attached Agreement, and

WHEREAS the City of Watertown wishes to continue to retain the services of Steve Weed Productions under the terms of the attached Agreement;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Production Agreement between the City of Watertown and Steve Weed Productions, a copy of which is attached and made part of this resolution, and

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

Seconded by

**PRODUCTION AGREEMENT
BY AND BETWEEN
THE CITY OF WATERTOWN, NEW YORK
AND
STEVE WEED PRODUCTIONS**

This contract is entered into this ___ day of _____, 2013 between the City of Watertown, a municipal corporation of the State of New York, hereafter called "City" and Steve Weed d/b/a Steve Weed Productions, a sole proprietorship, hereafter called "Contractor" of the State of New York.

All notifications necessary under this contract shall be addressed to:

City of Watertown
Sharon Addison, City Manager
245 Washington St., Suite 302
Watertown, NY 13601
315-785-7730

Steve Weed Productions
7 Paddock Arcade
Watertown, NY 13601
315-782-8383

1. TERM

1.1 This contract shall be effective from July 1, 2013 through June 30, 2014.

2. SCOPE OF SERVICES

2.1 Contractor shall videotape all City Council meetings at 7:00 p.m. on the first and third Mondays of each month (unless the Monday is a holiday in which case the meetings are held the following Tuesday). Videotaping shall also include City Council Work Sessions which fall on the second or fourth Monday of the month In addition, Contractor will also be asked from time to time to videotape special or adjourned meetings that fall outside the times listed above. All meetings shall be recorded in the Super VHS format.

2.2 City Council meetings are held in the City Council Chamber located at the City of Watertown City Hall. A larger meeting room is scheduled when greater than normal public interest in a subject or issue is anticipated. Contractor shall provide appropriate camera equipment necessary to videotape meetings held in alternative locations. Contractor will be notified in advance if a change of venue is anticipated.

2.3 Contractor shall provide all necessary supplies and resources to complete the productions including but not limited to cameras, videotapes, DVD's, appropriate electronic equipment, staff, etc. City will provide all Super VHS videotapes required for recording of City Council meetings.

2.4 Contractor shall not edit audio or video recordings of City Council meetings.

- 2.5 All meeting recordings shall become the property of the City of Watertown. Contractor shall be allowed to post recorded City Council meetings on personal website located at URL www.steveweederproductions.com. No advertisements of any kind shall be sold, included or displayed relating to recorded City Council meetings on Contractor's website.
- 2.6 In the event the Contractor's video recording equipment fails and the Contractor is unaware of an equipment problem prior to a session, or if such an issue arises during a session, the Contractor will not be expected to provide backup equipment and will not be held accountable for failing to record that session. Additionally, the City will not be charged for the recording of that meeting.
- 2.7 Contractor shall deliver the master recording on Super VHS and one copy on DVD to the City of Watertown City Manager's Office at 245 Washington St., Suite 302, no later than the close of business the day after the City Council meeting.
- 2.8 Contractor shall assist the City in reviewing ways to improve cable casting of City Council meetings, including advising the City relative to procedures, equipment, programming of equipment, or training relative to these services. Contractor will assist the City in training City staff to operate and maintain the City's videotaping system or portions thereof.
- 2.9 All recordings of City Council meetings must adhere to the broadcasting rules and regulations of Time Warner Cable and their Public, Educational and Governmental (P.E.G.) access channel.
- 2.10 Contractor shall be responsible for archiving and hosting all meetings of the Watertown City Council dating back to February 2006.

3. COMPENSATION

- 3.1 In consideration of Contractor's performance of all of its obligations here under, City agrees to pay Contractor \$175.00 per recorded City Council session. For sessions which will require minimal recording time, limited camera views and generally be used for documentation purposes only, Contractor will be allowed to use one camera for appropriated session. Contractor will be notified of short meetings in advance and will be paid \$100.00 per recorded session. A session is defined as the Council convening at 7:00 p.m., or a special convening of the City Council at another time (i.e. 5:30 p.m.), and ending when the meeting has been officially adjourned by the City Council.
- 3.2 City agrees to pay Contractor on a monthly basis upon receiving an invoice for services satisfactorily performed.

3.3 Contractor shall be compensated with an annual payment of \$300.00 in consideration of the archive space necessary to store and host digital recordings of all meetings of the Watertown City Council dating back to February 2006.

4. LIABILITY

4.1 Contractor shall indemnify, protect, defend, and hold City, its officers, agents, volunteers, and employees harmless against any actions, claim for injury or damage and all loss, liability, cost or expense, including court costs and attorneys fees, growing out of or resulting directly or indirectly from the performance of this contract, except for that resulting from the sole negligence of the City.

4.2 The Contractor agrees to furnish the City with a Certificate of Insurance naming the City as an additional insured covering public liability in the amounts of \$500,000 per person and \$1,000,000 per occurrence and property damage in the amount of \$100,000.

4.3 The Contractor shall procure and obtain Workers' Compensation Insurance in accordance with the laws of the State of New York. Said insurance shall cover all persons defined or determined to be employees of Contractor by the laws of the State of New York.

5. GENERAL PROVISIONS

5.1 ASSIGNABILITY: This contract calls for personal performance by Contractor, and Contractor may not assign its obligations here under.

5.2 TERMINATION: City may terminate this contract in the event Contractor fails to comply with any of the terms or conditions set forth herein or if City determines Contractor is in any way unfit, unqualified, or unable to perform all of the services outlined in this contract. City will provide 30 days prior written notice by certified mail, return receipt requested of its intent to terminate or have it hand delivered.

5.3 WAIVER: Waiver of any breach of any provision of this contract by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this contract.

5.4 ATTORNEY'S FEES: In the event either party shall initiate any suit, action or appeal on any matter related to this contract, then the court before whom such suit, action or appeal is taken shall award to the prevailing party such attorney's fees as the Court shall deem reasonable, considering the complexity, effort and result against the party who shall not prevail, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this contract, or be a separate obligation as appropriate.

5.5 EXTENT OF CONTRACT: This contract supersedes any prior or contemporaneous oral or written agreements or understandings entered into by the parties.

IN WITNESS WHEREOF, the parties have herewith executed their signatures.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison, City Manager

STEVE WEED PRODUCTIONS

By: _____
Steve Weed, Owner

June 12, 2013

To: The Honorable Mayor and City Council

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

Subject: Accepting Bid for Various Lengths of Fire Hose; Municipal Emergency Services

The City Purchasing Department has advertised and received sealed bids for the purchase of various lengths of fire hose for use by the City Fire Department, per our specifications. Funding for this purchase was received through the FEMA Assistance to Fire Fighters Grant Program. Invitations to bid were issued to eight (8) prospective bidders with eight (8) bids received and publicly opened and read in the City Purchasing Department on Monday, June 10, 2013, at 11:00 a.m.

City Purchasing Manager Amy Pastuf and Fire Chief Dale Herman reviewed the bids received, and it is their recommendation that the City accept the bid from Municipal Emergency Services as the lowest qualifying bidder meeting our specifications. The bids received are outlined in Ms. Pastuf's report, which is attached.

A resolution accepting the bid for various lengths of fire hose from Municipal Emergency Services has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Various Lengths of Fire Hose; Municipal Emergency Services.

Introduced by

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

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of various lengths of fire hose for use by the City Fire Department, and

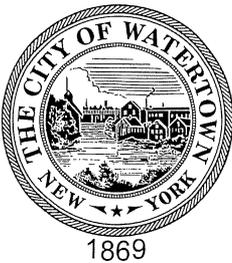
WHEREAS funding for said purchase of various lengths of fire hose was awarded through the FEMA Assistance to Fire Fighters Grant Program, and

WHEREAS invitations to bid were issued to eight (8) prospective bidders with eight (8) bids received and publicly opened and read in the City Purchasing Department on Monday, June 10, 2013 at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy Pastuf and Fire Chief Dale Herman reviewed the bids received, and it is their recommendation that the City Council accept the bid submitted by Municipal Emergency Services as the lowest responsive bidder in the amount of \$34,026.00;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Municipal Emergency Services for the purchase of various lengths of fire hose for use by the City Fire Department.

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 2013-09 – Fire Hose
DATE: 6/12/2013

The City's Purchasing Department advertised in the Watertown Daily Times on May 20, 2013 calling for sealed bids for various lengths of fire hose for use by the City Fire Department as per City specifications. The funding for the hose was awarded through the FEMA Assistance to Fire Fighters Grant Program. Bid Specifications were requested by eight (8) vendors. Eight (8) sealed bids were submitted to the Purchasing Department. Two vendors submitted two bids, quoting different products in each bid proposal. The sealed bids were publically opened and read on Monday, June 10, 2013 at 11:00 am, local time. The bid tally is provided below.

Vendor Name	Total Bid Price
Apex Pinnacle	\$40,876.38
Har-Rob	\$38,058.00
Jerome Fire Equipment	\$36,122.10
JGB Enterprises	\$40,654.56
Municipal Emergency Services	\$34,026.00
R.C. Fire Equipment	\$36,510.00
R.C. Fire Equipment	\$34,518.00
Tyler Fire Equipment	\$40,680.00
Vander Molen	\$42,720.36
Vander Molen	\$45,445.68

The bids were reviewed by the City Fire Department and the Purchasing Department to ensure that the bid meets the required specifications. It is recommended that we accept the bid proposal from Municipal Emergency Services for a bid total of \$34,026.00 as the lowest responsive responsible bid.

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

June 13, 2013

To: The Honorable Mayor and City Council

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

Subject: Approval of Hydroelectric Service Agreement, Upstate Testing and Controls Services

The City of Watertown has utilized the services of a private contractor to operate and maintain our hydroelectric facility since March 1991.

In June 2005, the City entered into a two (2) year Agreement with Upstate Testing & Control Services, LLC, with three (3) two-year options, which may be exercised at the City's sole discretion. In May 2007, the City Council exercised the first of the two-year options on this contract. In May 2009, the City Council exercised the second two-year option and in May 2011, the City Council again exercised the option to renew the agreement. The current agreement expires on June 30, 2013.

Water Department and Engineering staff has been extremely satisfied with the service and performance that has been provided by Upstate Testing & Control Services (UTC), and Water Superintendent Sligar is recommending that the City Council approve the attached Service Agreement.

The fee structure within this new agreement will increase 2.5% over the current fiscal year, as well as a 2.5% increase during the second year of the agreement. The total annual fees for FY 2013-14 and 2014-15 are \$232,680 and \$238,500, respectively. Save for only modest escalation due to costs beyond the control of UTC, the Service Agreement remains practically unchanged from that which is currently in effect.

Attached for your review is a copy of the Agreement with Upstate Testing & Control Services. The proposed fee schedule is included as Exhibit A to the Agreement. Staff will be available at the meeting to answer any questions City Council may have regarding this Hydroelectric Service Agreement.

RESOLUTION

Page 1 of 2

Approving Contract Agreement for Hydroelectric Operations and Maintenance Services, Upstate Testing and Controls Services

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 owns a Watertown Hydroelectric Plant and associated dams and civil works (hereinafter referred to as the “PLANT”), on the Black River in the City of Watertown, State of New York with Units No. 1, 2, & 3 therein being so arranged that the electricity generated therein is delivered to the electric sub-transmission system of NATIONAL GRID with which it is physically connected, and

WHEREAS the CITY is authorized to operate the PLANT by the Federal Energy Regulatory Commissions’ “Order Issuing License” for Watertown Hydroelectric Project No. 2442-001, issued June 16, 1995 and/or the FERC “Order Amending License and Revising Annual Charges” for the Watertown Hydroelectric Project No. 2442-020, issued January 6, 1997, hereinafter referred to as the “LICENSE” and “AMENDED LICENSE”, respectively, for the “PROJECT” and “AMENDED PROJECT,” respectively, and

WHEREAS on June 7, 1999 the CITY initially entered into a three (3) year agreement for Hydroelectric Operations and Maintenance Services with Mercer Management, Inc. later organizing under the name Mercer Construction Co., LLC, and currently dba as Upstate Testing & Control Services (UTC), constituting some fourteen (14) consecutive years of consistent operations and maintenance of the PLANT up to and including the present date, and

WHEREAS prior to awarding the initial Agreement with Mercer Management Inc., the City of Watertown issued an RFP for operations and maintenance of the City’s PLANT, and

WHEREAS the services called for in the original RFP are professional in nature and can be awarded without a new RFP or public bidding, and

RESOLUTION

Page 2 of 2

Approving Contract Agreement for Hydroelectric Operations and Maintenance Services, Upstate Testing and Controls Services

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

WHEREAS UTC is experienced in operating and maintaining hydroelectric facilities, and

WHEREAS UTC has submitted a FEE PROPOSAL for professional services in connection with the PLANT over a two (2) year period commencing on July 1, 2013, and

WHEREAS the FEE PROPOSAL is attached and made a part of this agreement as Exhibit "A", and

WHEREAS the Professional Services and General Conditions to be provided by UTC are attached and made a part of this agreement as Exhibit "B", and

WHEREAS in consideration of the premises and covenants hereinafter set forth, the parties hereto have agreed to the terms and fee set forth in Exhibit "A" and Exhibit "B"

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Hydroelectric Service Agreement between the City of Watertown and the Mercer Construction Company, LLC dba Upstate Testing & Control Services, 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

HYDROELECTRIC SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this day of , 2013 and effective the 1st day of July 2013, by and between the CITY OF WATERTOWN, NEW YORK, a municipal corporation of the State of New York (hereinafter referred to as the "CITY"), with offices at the City Municipal Building, 245 Washington Street, Watertown, New York 13601, and Mercer Construction Co., LLC dba Upstate Testing & Controls Services (hereinafter referred to a "UTC") a domestic corporation organized and existing under the laws of the State of New York, with its offices and principal place of business as 606 Pierce Road, Clifton Park, New York 12065.

WITNESSETH

WHEREAS, the CITY owns a Watertown Hydroelectric Plant and associated dams and civil works (hereinafter referred to as the "PLANT"), on the Black River in the City of Watertown, State of New York with Units No. 1, 2, & 3 therein being so arranged that the electricity generated therein is delivered to the electric sub-transmission system of NATIONAL GRID with which it is physically connected, and

WHEREAS, the CITY is authorized to operate the PLANT by the Federal Energy Regulatory Commissions' "Order Issuing License" for Watertown Hydroelectric Project No. 2442-001, issued June 16, 1995 and/or the FERC "Order Amending License and Revising Annual Charges" for the Watertown Hydroelectric Project No. 2442-020, issued January 6, 1997, hereinafter referred to as the "LICENSE" and "AMENDED LICENSE", respectively, for the "PROJECT" and "AMENDED PROJECT," respectively, and

WHEREAS, on June 7, 1999 the CITY initially entered into a three (3) year agreement for Hydroelectric Operations and Maintenance Services with Mercer Management, Inc. later organizing under the name Mercer Construction Co., LLC, and currently dba as Upstate Testing & Controls Services (UTC), constituting some fourteen (14) consecutive years of consistent operations and maintenance of the PLANT up to and including the present date, and

WHEREAS prior to awarding the initial Agreement with Mercer Management Inc., the City of Watertown issued an RFP for operations and maintenance of the City's PLANT, and

WHEREAS the services called for in the original RFP are professional in nature and can be awarded without a new RFP or public bidding, and

WHEREAS, UTC is experienced in operating and maintaining hydroelectric facilities, and

WHEREAS, UTC has submitted a FEE PROPOSAL for professional services in connection with the PLANT over a two (2) year period commencing on July 1, 2013, and

WHEREAS, the FEE PROPOSAL is attached and made a part of this agreement as Exhibit "A", and

WHEREAS, the Professional Services and General Conditions to be provided by UTC are attached and made a part of this agreement as Exhibit "B",

NOW, THEREFORE, in consideration of the premises and covenants hereinafter set forth, the parties hereto have agreed to the terms and fee set forth in Exhibit "A" and Exhibit "B".

SECTION I – SERVICE PROVIDED

Services to be provided are as identified in the DESCRIPTION OF PROFESSIONAL SERVICES FOR THE OPERATION AND MAINTENANCE OF THE WATERTOWN HYDROELECTRIC FACILITY, a copy of which is attached as Exhibit "B".

SECTION II – INSURANCE REQUIREMENTS

1. Each party hereto shall be liable for all claims of the party's own employees arising out of any provision of the Workers' Compensation Law or under any plan for employee's disability and death benefit.
2. For the term of this Agreement, and any extensions at the option of the City thereof, UTC shall provide and maintain, at its own expense, insurance policies issued by reputable insurance companies that meet or exceed the requirements listed herein. Every policy of insurance shall name the City as an additional named insured which shall not be limited to vicarious liability issues only.
3. Coverage shall include:
 - A. Worker's Compensation and Employer Liability Insurance as required by the State of New York.
 - B. Commercial General Liability Insurance, to include Labor Law Liability, Contractual Liability and Products/Completed Operations coverage, covering all operations to be performed under this Agreement, with minimum limits of:
 - a. Bodily Injury: \$1,000,000 per occurrence
 - b. Property Damage: \$1,000,000 per occurrence
 - c. Automobile Liability: \$1,000,000 per occurrence
 - d. Disability Insurance: As required by the State of New York.

4. In the event that UTC uses subcontractors in connection with the services, UTC shall require all subcontractors to provide the same insurance coverage as required of the UTC under this Agreement.
5. UTC shall provide a certificate of insurance for all coverage required by this Agreement, which shall recite that the CITY is an additional named insured for the cited coverage. Such certificate shall include a statement that at least thirty (30) days prior written notice shall be given to the CITY in the event of any cancellation or diminution of coverage.
6. If any insurance coverage is not secured or maintained, or is canceled before the CITY pays UTC's final invoice and UTC fails immediately to procure other insurances as specified herein, the CITY reserves the right to procure such insurance and to deduct the cost thereof from any sum due to UTC under this Agreement.
7. UTC shall furnish the CITY with copies of any accident report(s) sent to UTC's insurance carriers involving accidents occurring in connection with, or as a result of, the performance of services. UTC shall furnish said copies to the CITY concurrently with providing the reports to its insurers.
8. These requirements are in addition to any other insurance requirements, which may be required elsewhere in the Agreement. UTC shall comply with any government and/or site-specified insurance requirements even if not stated herein.

SECTION III – TRAINING

If applicable, each party to this Agreement shall provide to the other party to this Agreement any instructions and training materials that are applicable to the PLANT for use in performing its respective obligations.

SECTION IV – TERM OF AGREEMENT

The term of the Agreement shall commence on July 1, 2013 and shall continue until June 30, 2015. Extensions of this Agreement for either a one (1) or a two (2) year option period may be exercised by the CITY upon notice on or before April 1st of the year in which an Agreement or extended option period expires.

SECTION V – AGREEMENT

1. This Agreement and all of its terms and conditions shall bind and inure to the benefit of the heirs, executors, administrators, successors, grantees and assigns of the respective parties hereto.

2. This Agreement shall be governed by the laws of the State of New York. If any section, phrase, provision, or portion of this Agreement shall for any reason be held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such section, phrase, provision, or portion so adjudged shall be deemed separate, distinct and independent, and the remainder of the Agreement shall be and remain in full force and effect and shall not be invalidated, rendered illegal or unenforceable, or otherwise affected by such holding or adjudication.
3. UTC may not assign its obligations of performance of the services set forth in this Agreement without the express prior written consent of the CITY, which consent may be withheld by the CITY for any reason.

SECTION VI – REGULATORY REQUIREMENTS

It shall be the responsibility of the CITY to take all necessary actions to procure, have in force and effect and satisfy any federal, state or local ordinance or law and any regulatory requirements which may be imposed by any federal, state or local statute, rule, regulation, permit, order, or the like in connection with the activities to be performed pursuant to this Agreement by UTC. UTC will cooperate with the CITY and, at the CITY’s cost, provide information or such other assistance as may be reasonably necessary for the CITY to satisfy such regulatory requirements. The parties will cooperate with each other and provide information or such other assistance as may be reasonably necessary for the CITY to satisfy regulatory requirements relating to performance under this Agreement.

SECTION VII – NOTIFICATIONS

All notifications pursuant to this Agreement shall be in writing and shall be personally delivered or mailed by certified or registered first class mail, postage prepaid, return receipt requested as follows:

TO UTC:	TO THE CITY:
DAVID CRANDELL, PRESIDENT UPSTATE TESTING & CONTROLS SERVICES 606 PIERCE ROAD CLIFTON PARK, NEW YORK 12605	SHARON ADDISON CITY MANAGER, CITY OF WATERTOWN CITY MUNICIPAL BUILDING, SUITE 302 245 WASHINGTON STREET WATERTOWN, NEW YORK 13601

Either party may change its address for notice to the other in the manner provided above.

SECTION VIII – PLANT, PROJECT, AMENDED PROJECT – MISCELLANEOUS PROVISIONS

It is understood by the parties that:

1. The PLANT, PROJECT, and AMENDED PROJECT shall be operated in compliance with all pertinent federal, state, and local laws, rules and regulations, and order of government and/or maintenance of same; and
2. The CITY has the right to enter the PROJECT, the AMENDED PROJECT, and the PLANT; and
3. The CITY has the right to perform all reasonable actions in order to ensure compliance with the LICENSE OR AMENDED LICENSE; and
4. Property at the PROJECT and PLANT shall be made available for development of the PROJECT and AMENDED PROJECT pursuant to the LICENSE and AMENDED LICENSE. Nothing in this paragraph shall be construed as altering the existing right or property ownership as regards the PROJECT, AMENDED PROJECT, or the PLANT.
5. UTC may in no way encumber the CITY’s performance of its duties as a licensee under the LICENSE or AMENDED LICENSE, to wit: Notwithstanding any provision contained herein, the CITY has the right to perform any and all acts required by an order of the FERC or its successor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of the day and year first above written.

<u>CITY OF WATERTOWN</u>	<u>UTC</u>
By: _____	By: _____
Signed: _____	Signed: _____
Title: _____	Title: _____
Date: _____	Date: _____

4/25/2013

" Exhibit A "

City of Watertown Hydroelectric O & M Fee Proposal

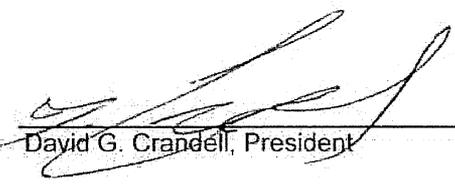
July 1, 2013 - June 30, 2014

Item	Description	Unit	Unit Price	Qty	Total
1	To Perform plant oper.	Month	9,307	12	\$111,684
2	To provide Plant maint.	Month	10,083	12	\$120,996
Total Annual Base Fee					\$232,680

July 1, 2014 - June 30, 2015

Item	Description	Unit	Unit Price	Qty	Total
1	To Perform plant oper.	Month	9,540	12	\$114,480
2	To provide Plant maint.	Month	10,335	12	\$124,020
Total Annual Base Fee					\$238,500

Upstate Testing & Control Services
606 Pierce Road
Clifton Park, NY 12065
Telephone: 518-877-0102
Fax: 518-877-0105



David G. Crandell, President

April 24, 2013

Date

EXHIBIT "B"
DESCRIPTION OF PROFESSIONAL SERVICES
FOR THE
OPERATION AND MAINTENANCE
OF
THE WATERTOWN HYDROELECTRIC FACILITY
FOR
THE CITY OF WATERTOWN, NEW YORK

I. INTRODUCTION:

The City of Watertown (hereinafter referred to as "the City") owns, operates and maintains a hydroelectric facility on the Black River in the City. The plant consists of three (3) Westinghouse generators powered by Francis wheels and associated civil works. Operational controls are electronic and computerized.

II. DESCRIPTION OF FACILITIES:

The facility covered by this document is the Watertown Hydroelectric Facility at 1050 Marble Street. This plant was originally put in service in 1924 and has had reconstruction as demanded by system component failures or from breakdowns. The City has rehabilitated the generators and turbines and replaced the control systems; the project being completed in February 1999. Plant operations are presently managed by:

The Department of Water
Suite 202, Watertown Municipal Building
245 Washington Street
Watertown, New York 13601

III. SCHEDULES AND DESCRIPTIONS FOR OPERATIONS AND MAINTENANCE::

1. Included herein are the schedules and descriptions for the Minimum Operations Scope of Services and Minimum Maintenance Scope of Services.
2. Construction documents from the 1997-1999 rehabilitation are available for review at the City Engineer's Office.
3. Maintenance and operational manuals for plant controls are kept at the plant.

4. A copy of the FERC license and amendments will be provided to the Contractor.
5. The Contractor is expected to guarantee 98% generator availability, not including scheduled down time. An estimate of scheduled down time for each year for services/maintenance for major equipment and facilities shall be provided.
6. The Contractor shall provide manpower and tools to provide the services included, but not limited to, the following to guarantee the proper and normal function of the plant:

Operations Scope	FREQUENCY OF SERVICE				
	Daily	Weekly	Monthly	Yearly	As Req.
101. Field Supervision	X				
102. Field Operations	X				
103. 24 hr. Emergency Response Operating	X				
104. Canals and Waterway – Cleaning Trash Racks and Headgates					X
105. Battery Routine Maintenance			X		
106. General Plant Janitorial & Supplies	X				
107. Compressors – Daily Inspection & Lubrication	X				
108. Plant Operations / Production Records; Monthly and Annual Reports			X		
109. FERC Inspections				X	
110 and 111. Garbage Disposal and Snow Removal by City DPW with some UTC participation					X
112. Utilities	X				
113. Oil Spills, Oil Spill Supplies	X				
114. General Equipment Lubrication		X			
115. Fish Passage Facility					X
116. Emergency Diesel Generator Operational Checks			X		
117. Installation & Removal of Boat Safety Barrier	Performed on a Semi-Annual Basis				
118. Maintenance of Signs					X

Exhibit "B"

119. Plant PLC and MMI					X
120. Emergency Shutdown Procedures					X
OTHER ITEMS AS SUGGESTED BY CONTRACTOR:					
Vibration Analysis & Report				X	
Non-Destructive Test: Turbine Assembly				X	
Computerized PM Software/Program	X				

Total Supervisor's Hours for these items	618 hours/year
Total Technician's Hours for these items	270 hours/year
Total Laborer's Hours for these items	795 hours/year

Description of Minimum Requirements for Operations Services:

ITEM NO.	DESCRIPTION
101	A qualified employee or agent of the Contractor approved by the City will physically visit and conduct an on-site inspection of the Municipal Plant and project works daily.
102	The Contractor shall operate the Municipal Plant to generate electricity through remote or in-plant operations in accordance with the City's FERC permit and as river flows, plant equipment, facilities, and operating / maintenance procedures allow.
103	Respond to all alarms on a priority "as soon as possible" basis, but no later than one hour to reach the site. Take corrective action for minor problems, if possible, and otherwise securing the Municipal Plant and / or project, or portions thereof, until further corrective action can be taken by either the Contractor and / or the City in accordance with the scope and nature of the problem.
104	Minimize obstructions at the trash racks and headgates structures by removing ice and debris as required. Operated and maintain the available equipment. Debris from the trash racks and headgates shall be disposed of in accordance with FERC and NYSDEC requirements.
105	Battery routine maintenance includes visual inspection of batteries and racks for corrosion, damage, and level of electrolyte. Voltage and specific gravity readings shall be taken for each cell at required intervals and documented in a battery maintenance log.
106	Provide general janitorial service to keep the Municipal Plant clean and

Exhibit "B"

	presentable, including provision of necessary supplies.
107	Lubricate and inspect daily the air compressor utilized for the generator braking system, but not including overhaul, or supply or installation of replacement parts.
108	Maintain operation and production records, prepare monthly and annual reports as required by the FERC permit, and provide appropriate notes concerning significant operations and events, including corrective action taken or future action requirements concerning modification or replacement of Municipal Plant equipment and structures specifically licensed by the Project No. 2442 license, and maintain logs and records in accordance with any and all regulatory requirements to which the City and the Municipal Plant are subject (including, but not limited to, adjustments to fish by-pass, minimum flow in the by-pass reach, etc.) and provide copies of all such logs and records to the City.
109	The Contractor will be on site at all scheduled FERC inspections.
110	Appropriate stack or otherwise assemble all on-site generated debris and / or garbage to an appropriately identified place for DPW Solid Waste Crews collection and disposal. This includes oil or coolants that are to be recycled or disposed of in an approved manner.
111	Maintain winter access to all structures at the Municipal Plant for which the Contractor is responsible under the scope of operations (headgate structure and powerhouse). DPW shall plow roads, parking areas, and appropriate access therein. UTC shovels steps, walks, isles, etc.
112	The City shall provide all necessary heat, light, and domestic water at no cost to the Contractor. The Contractor shall cause the proper maintenance be performed for telephone communication lines at the Municipal Plant.
113	The Contractor is responsible for oil spill cleanup resulting from normal operations, including maintenance. The Contractor will provide necessary materials, keeping a sock on site.
114	Lubricate all equipment and machinery as required, including provision of necessary materials and disposal of used lubricants.
115	Operate equipment (pumps, gates, valves, etc.) associated with the fish passage facility to satisfy FERC permit requirements.
116	Perform load test to emergency diesel generator annually.
117	Install and remove boater restraint device, installed at location approved in the FERC license and provided by the City.
118	Maintain safety and warning signs in the project area. Detailed sketches of sign locations will be provided to the Contractor. An annual inspection and report will be required each Spring. Other maintenance may be required if signs are reported damaged or missing.

Exhibit "B"

119	Maintain the Plant Programmable Logic Controllers (PLC) and Man Machine Interface (MMI) devices. The Contractor will be responsible for basic supplies such as printer paper, printer ink cartridges, etc. expended in the course of operations. Operating costs for the plant FAX machine and copier shall be part of this item.
120	The Contractor will work with the City ;and its Engineer to devise emergency shutdown procedures, which will be posted at the plant.

MAINTENANCE SCOPE OF SERVICES:

MAINTENANCE SCOPE	FREQUENCY OF SERVICE				
	DAILY	WEEKLY	MONTHLY	YEARLY	AS REQ.
200. Field Supervision	X				
201. Generator Electrical Testing / Maintenance				X	
202. Turbine Inspections Maintenance			Every 3 rd year		
203. Breaker Maintenance				X	
204. Switchyard Maintenance				X	
205. Transformer Testing & Maintenance				X	
206. Compressor – Overhead Maintenance				X	
207. Plant Maintenance & Test Records	X				
208. Maintenance Schedule		X			
209. Crane Testing and Maintenance				X	
210. Gas Furnace Maintenance				X	
211. Gates & Hoists Maintenance				X	
212. Periodic Grease & Oil Changes			X		
213. Fish Passage Facility					X
214. Station / Min. Flow Unit / Headwater Level Gage	In accordance with schedule on page 6 of RFP				
215. Emergency Diesel Generator Maint. / Test			X		
216. Trash Rack Rake			X		
217. Hydraulic Positioning Units			X		
218. Powerhouse Ventilation System				X	
219. Static Excitation Maintenance				X	
220. Protective Relays / Trip Test & Calibration			Every 3 rd year		
NOTE: Estimated downtime for PM of Operation is 5 – 10 days					

Exhibit "B"

221. Canal: Diver inspection w/video produced			Every 5th year	
OTHER ITEMS AS SUGGESTED BY PROPOSER:				
Vibration Analysis & Report			X	
Non-Destructive Test: Turbine Assembly			X	
Computerized PM Software / Program	X			

Total Supervisor's Hours for these items	730 hours / year
Total Technician's Hours for these items	538 hours / year
Total Laborer's Hours for these items	818 hours / year

Description of minimum requirements for Maintenance Services:

ITEM NO.	DESCRIPTION
200	Field supervision of any subcontractors working on items which are part of this Agreement and will be provided by the Contractor. The Contractor will also provide field supervision for his own employees whenever they are working on hydroelectric plant specific tasks.
201	Generator Inspection – inspect bearings, megger brush rigging and inspect rings (furnish and install new brushes as needed), megger and drop test all field poles, MCB Test (including megger and PI test of stator), test RTD's, visual inspection of generator (check for loose wedges, ties, etc.), wipe down frames and covers. Following completion of work, the City will be provided with a complete service report.
202	Turbine Inspection – check bearings and run-out, adjust bearing if required, check and replace packing (main and gate shafts), check shaft wear, check wicket gate and linkage movement, record wicket gate and seal clearances, visual inspection of runner, wicket gates, stay-vanes, etc., check for evidence of cavitations. This inspection includes the dewatering of each of the turbines and will be performed annually on a rotating basis. Following completion of work, the City will be provided with a complete service report.
203	Medium Voltage Circuit Breakers – clean breaker to remove dirt and old lubricant, blow off breaker with compressed air, visually inspect breaker for loose, worn, damaged, missing or misaligned parts, clean and polish contacts, lubricate mechanism per manufacturers recommendations, exercise mechanism to ensure smooth operation, adjust mechanism and interlocks as required, measure contact resistance, apply potential voltage test per maintenance specifications, megger test breaker @ 2500 volts, check control wiring for tightness, record number of

Exhibit "B"

	operations, clean and inspect cubicle. Following completion of work, the City will be provided with a complete service report.
204	High Voltage Disconnect Switches – clean to remove dirt and old lubricant, visually inspect for loose, worn, damaged, missing or misaligned parts, clean and polish current carrying contacts and fuse holders, check connections for tightness, lubricate mechanism per manufacturer’s recommendations, adjust mechanisms as required, exercise mechanism to ensure smooth operation. Following completion of work, the City will be provided with a complete service report.
205	Main Transformer Testing and Maintenance – inspect for leaks, draw fluid samples for standard laboratory quality analysis, inspect gauges and other auxiliary equipment, clean, inspect and polish the insulators, megger test the windings, perform a turns ratio test on the operating tap, check connections for tightness. Following completion of work, the City will be provided with a complete service report.
206	Maintain and overhaul air compressor at manufacturer’s recommended intervals to keep the compressor in good operating condition, but not including the supply of replacement parts.
207	Prepare logs and records of maintenance activities and test results of all equipment at the Municipal Plant for which the Contractor is responsible under this Agreement. Provide appropriate notes concerning significant operations and events, including corrective action taken or future action requirements concerning modification or replacement of municipal plant equipment and / or structures. Provide copies of all such logs and records to the City.
208	Contractor will work with the City to devise a standard equipment maintenance schedule.
209	Powerhouse Crane – provide a complete visual inspection of all structural, mechanical, and electrical components for deterioration, cracks, leakage, misalignment, and tightness of fasteners. Perform lubrication and minor adjustments as needed. Following completion of work, the City will be provided with a complete service report.
210	Maintain gas furnaces providing heat for the powerhouse at manufacturer’s recommended intervals to keep the furnaces in good operating conditions, but not including the supply or installation of replacement parts.
211	Maintain vertical slide gates, electric powered hoists, and overhead monorails located at the canal head-gate structure and powerhouse intake structure, but not including the supply or installation of replacement parts.
212	Perform all lubrication of equipment and machinery as required (including scheduled oil changes), including providing grease and oil necessary for optimal lubrication. To be stored on site in appropriate containers for subsequent pickup and disposal by a properly authorized transporter.
213	Maintain equipment (pumps, gates, valves, etc.) associated with the fish passage facility to satisfy required flows, but not including the supply or installation of

Exhibit “B”

	replacement parts.
214	Maintain equipment associated with the headwater level gauge, minimum flow unit and other level gauges including necessary cleaning, adjustments and calibration of installed equipment to insure accurate and continuous readings.
215	Routine maintenance to emergency diesel generator. Routine maintenance includes oil, diesel oil, coolant, exhaust and fuel system, air filter, etc. but not including the supply or installation of replacement parts. Contractor will perform periodic tests on the starter battery.
216	Routine maintenance to trash-rack rake. Routine maintenance includes controls, motors, pumps, hydraulics, lubricants, rollers, bearings and drive mechanisms but not including the supply of replacement parts.
217	Routine maintenance to Hydraulic Positioning Units. Routine maintenance includes all PLC interface controls, monitoring and control switches, proportional and directional controllers and valves, pump motor and controls, tank heater, nitrogen charge, accumulators, oil pumps, filters, and pressure control valves.
218	Routine maintenance to powerhouse ventilation system. Routine maintenance includes air intake louvers, filters, vent fans, drive belts, controllers and PLC interface.
219	Static Excitation-routine maintenance as recommended by manufacturer.
220	Trip test and calibrate protective relays.
221	Periodic inspection of the canal with maintenance as determined and negotiated.

IV. GENERAL TERMS AND CONDITIONS:

1. INFORMATIONAL & REGULATORY REPORTS:

- a. Reports shall be submitted to the Water Superintendent for review and forwarding to the appropriate agency. If reports are not acceptable to the Water Superintendent or receiving agency, the Contractor will make any and all revisions required.
- b. The Contractor will maintain a logbook on site. The logbook shall include, but not be limited to, the following: daily plant meter readings, lost time record, air temperature, river flows, and individual operational readings for the generators.
- c. The Contractor will cooperate with the City and provide information, reports and / or other assistance as may be necessary for the City to satisfy regulatory requirements. The parties will cooperate with each other and provide information or such other assistance as may be necessary for the City to satisfy regulatory requirements relating to performance under the scope of operations.

2. **INSURANCE & BOND REQUIREMENTS:**

- a. Contractor shall provide insurance coverage as detailed in the Agreement. This coverage shall include all insurance coverage as the City may deem necessary and shall name the City and its employees and representatives as additional insured for any and all liability, including, but not necessarily limited to: Commercial General Liability including labor law liability, Motor Vehicle, Disability, Worker Compensation, Professional Liability, Owner Protective Policies, and all insurance required by the laws of the City of Watertown, the County of Jefferson, the State of New York, and the United States of America. Contractor will be required to provide all necessary insurance certificates which shall be subject to approval of the City.
- b. Contractor shall be required to indemnify and hold harmless the City, its agents, employees, and officers from Contractor's negligent acts and omissions in the performance of this Agreement.
- c. Upon the signing of the Agreement, the Contractor shall provide the City a performance bond in the amount of \$100,000. This bond shall guarantee the Contractor's performance of the O&M Agreement.

3. **PAYMENT AND PURCHASING TERMS:**

- a. Payments made under this Agreement shall be paid monthly and based on the quoted items and wages in the invoice submitted by the Contractor and approved by the Engineer. The Contractor shall submit a monthly bill with total breakdown of man-hours by supervisor / technician and detailed material bills for extra work. Payments will be made within thirty (30) days of receipt by the Water Superintendent.
- b. The City purchasing policy shall govern all the purchasing activities.
- c. The City shall have the option to retain 5% of the monthly bill until the end of each Agreement year (July 1 thru June 30)
- d. All Federal Labor Laws and Regulations and New York State Labor Laws and Regulations will be incorporated into the Agreement.

V. TERM OF THE AGREEMENT:

The term of this Agreement shall be two (2) years and shall commence on July 1, 2013 and shall continue until June 30, 2015. The City, at its sole option exercisable on or before April 1 of the year in which the Agreement period expires, may choose to continue the agreement for professional services for a period of one (1) or two (2) years upon such terms and fees as the parties may then agree.

VI. TERMINATION OF THE AGREEMENT:

1. Contractor shall operate and maintain plant to optimize power generation. It shall be the City's sole judgment that the Contractor is performing to the City's satisfaction.
2. In the event of equipment failure or malfunction, the Contractor's failure to cure or provide a plan to cure within seventy-two (72) hours to the City's satisfaction may be construed by the City as an event of default.
3. If the City terminates the Contract prior to its completion, the City will deduct the cost to perform the maintenance work supposed to be performed by the Contractor, but which was not done, prior to the termination of the Agreement. The Contractor agrees that the City may hire any competent Contractor to perform the work and deduct the cost from its performance bond or retainage.

Tabled

June 11, 2013

To: The Honorable Mayor and City Council

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

Subject: Accepting Bid for Waste Water Treatment Plant Disinfection Facility Project, HVAC and Plumbing, Hyde Stone

At its June 3, 2013 Regular Meeting, City Council elected to table the attached resolution accepting Hyde Stone as the lowest qualifying bidder for HVAC and plumbing work for the Disinfection Facility project at the City's Waste Water Treatment Plant.

RESOLUTION

Page 1 of 1

Accepting Bid for Waste Water Treatment Plant Disinfection Improvements Project, HVAC and Plumbing, Hyde Stone

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 Jeffrey M. Smith

WHEREAS the City Purchasing Department has advertised and received sealed bids for the HVAC and Plumbing work for the Waste Water Treatment Plant Disinfection Improvement Project, and

WHEREAS invitations to bid were issued to twenty (20) bidders, with a total of fifteen (15) bids received, and

WHEREAS on Tuesday, May 21, 2013 at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Manager Amy M. Pastuf reviewed the bids received with the Water Department and GHD Engineering Firm, and it is their recommendation that the City Council accept the bid from Hyde Stone in the amount of \$473,568.00 for the HVAC work and \$147,867.00 for the plumbing work,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Hyde Stone in the amount of \$473,568.00 for the HVAC work and \$147,867.00 for the plumbing work as the lowest qualifying bidder meeting City specifications, for the Waste Water Treatment Plant Disinfection Improvement Project.

Seconded by Council Member Teresa R. Macaluso

Tabled

June 12, 2013

To: The Honorable Mayor and City Council

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

Subject: Amending the Code of the City of Watertown, Section 310-1, Definition of Family, and Section 310-34, Accessory Uses in Residence Districts

The attached Ordinance was introduced at the City Council meeting of April 1, 2013 and tabled on April 15, 2013. The Planning Board has been considering the proposal and listened to a presentation by Kurt Hauk and me of the issues related to it. At their June 4, 2013 meeting, Staff requested that the Board give us an opportunity to review some material with the City Attorney before presenting it. That has been done and we expect to have a Staff recommendation ready for the Planning Board's July 2, 2013 meeting. Staff recommends this Ordinance remain tabled until the Planning Board makes their recommendation.

ORDINANCE

Amending the Code of the City of Watertown, §310-1, Definition of Family and §310-34, Accessory Uses in Residence Districts

Page 1 of 1

Introduced by

Mayor Jeffrey E. Graham

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

WHEREAS it has been proposed to amend Chapter 310 of the Code of the City of Watertown, New York, by altering the definition of “family” and adding the taking of not more than four non-transient roomers as an allowed accessory use in Residential Districts, and

WHEREAS the City Planning Board reviewed the proposed amendments to §310-1 and §310-34 of the Code of the City of Watertown and made its recommendation on adoption, and

WHEREAS the Jefferson County Planning Board reviewed the proposed amendment pursuant to General Municipal Law Section 239-m, and

WHEREAS a Public Hearing was held on the proposed Zoning Ordinance Amendment after due Public Notice, and

WHEREAS the City Council has determined, pursuant to the State Environmental Quality Review Act that there will not be any significant environmental impacts caused by the adoption of this Ordinance, and

WHEREAS the City Council of the City of Watertown believes that it is in the best interest of the residents of the City of Watertown to make the following changes to Chapter 310 of the City Code,

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown, New York, that §310-1. B. of the Code of the City of Watertown is hereby amended by deleting the sentence: “To distinguish a “family” from a club, fraternity or boarding house, not more than four members of a family shall be other than blood relatives” from the definition of family, and

BE IT FURTHER ORDAINED by the City Council of the City of Watertown, New York, that the following is added to §310-34.B: “(7) The taking of not more than four non-transient roomers, provided that no sign is displayed”, and

BE IT FURTHER ORDAINED that this Amendment to the City Code shall take effect as soon as published once in the official newspaper of the City of Watertown, New York, or printed as the City Manager directs.

Seconded by Council Member Teresa R. Macaluso

June 12, 2013

To: The Honorable Mayor and City Council

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

Subject: FY 2013-14 Tourism Fund

Earlier in tonight's meeting, the City Council considered a Public Benefit Service Agreement between the City and the Thousands Islands International Tourism Council in the amount of \$41,850 as an expenditure of the Tourism Fund. If this Agreement were approved by Council, it would draw the Adopted Tourism Fund down to \$8,150 from \$50,000.

The City Council has to date received two other requests for funding through the City's Tourism Fund. Attached to this report are two letters; one from the Disabled Person's Action Organization requesting \$5,000 to promote their Summer Concert Series, and one from the Jefferson County Historical Society in the amount of \$12,500 to promote events and exhibits at their facility. Should Council elect to fund these requests, Public Benefit Service Agreements can be presented at the July 1 Regular Meeting. If Council should choose to fund these two requests, City Comptroller Mills will also present a resolution to readopt the FY 2013-14 Tourism Fund to accommodate these expenditures.

Disabled Persons Action Organization

617 Davidson Street, Box 222
Watertown, NY 13601

Cynthia L. FitzPatrick
Executive Director

Tel: 315-782-3577
1-800-533-2859
Website: dpao.org
Fax: 315-782-6673

May 21, 2013

Ms. Sharon Addison
City Manager
City of Watertown
Room 302
Municipal Building
245 Washington Street
Watertown, New York 13601



Dear Sharon:

The Disabled Persons Action Organization (DPAO) thanks the City of Watertown for their past support in receiving Bed Tax Revenue to assist our agency in promoting our Summer Concert Series. The funds are essential as it allows us to advertise and promote our four summer concerts outside of the Jefferson County Region which helps attract thousands of tourists to the Watertown area each summer.

DPAO is preparing for our upcoming summer shows and respectfully requests funding from the City of Watertown Tourism Fund, in the amount of \$5,000, to assist us in promoting our 2013 Summer Concert Series. DPAO will promote and publicize the advantages of the City of Watertown through an extensive Marketing and Advertising Campaign which will include Radio, TV, Newspaper, etc.

DPAO is a not-for-profit, tax exempt organization whose mission is to provide quality and effective individualized services to developmentally disabled children and adults in Jefferson and Lewis Counties. The services are primarily geared to helping families cope with the stress of caring for their disabled loved ones in their own homes.

DPAO's annual concert series generate funds that enable the agency to expand services beyond what government resources can support thus providing vitally needed opportunities to over 500 families with developmental disabilities. Receiving additional individualized support has made it possible for people with disabilities to remain at home where there is more love and attention, than placement in a more costly community residence or other facility.

DPAO's Summer Concert Series brings thousands of concert goers to the Watertown Area each year to watch some of the best entertainers in the world! The City of Watertown, along with many, many businesses, etc. benefits from the revenue generated from these visitors who stay in the hotels, eat in the restaurants and purchase items from area businesses.

DPAO thanks the City of Watertown in advance for your time and consideration for this most important matter. Please contact me with any questions or if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Rich". The signature is written in a cursive style with a large initial "J" and a stylized "Rich".

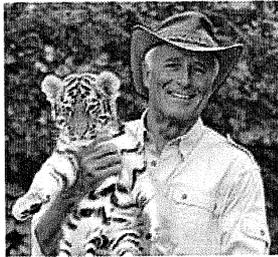
Joseph L. Rich
Vice President
DPAO Board of Directors



Car-Freshner

DPAO / TOYOTA / CAR-FRESHNER 2013 Summer Concert Series

Find us on Facebook



Jack Hanna's Into The Wild Live

Saturday, May 25th at 4 pm
Watertown Fairgrounds Arena



Rodney Atkins With Jana Kramer

Sunday, June 23rd at 7 pm
Watertown, Fairgrounds Arena



Randy Travis

Saturday August 3rd at 7pm
Watertown Fairgrounds Arena



KC and the Sunshine Band With Village People

Friday, August 9th at 7 pm
Watertown Fairgrounds Arena



For Reserved Tickets

Visit our website at
www.DPAO.org
Or by calling 782-0044

General Admission Tickets are Available at

Select Kinney Drugs Store Locations
Price Chopper Supermarkets

Major Sponsors



Town of Watertown

Judy & Steven McAllister-Gunn





Jefferson County Historical Society

228 Washington St., Watertown, NY 13601

Phone:
(315) 782-3491

Fax:
(315) 782-2913

Website:
JeffersonCountyHistory.org

Officers
Jeffrey Garvey
President

Patti Schreck
1st Vice President

Christine Cisco
Secretary

Dan Dupee II
Treasurer

Board of Trustees

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Ken Eysaman
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Kevin Kieff
Dawn Ludovici
Cathy Pisarski
Taylour Scanlin

Museum Staff

Stephen P. Lyman
Interim Executive Director

Melissa Widrick
Curator of Education

David T. Coleman
Caretaker

May 16, 2013

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



Dear Ms. Addison:

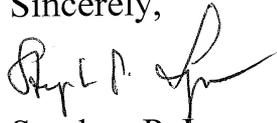
Our thanks to you and the Council for your willingness to consider the Society's request for marketing funds.

The Council awarded the Jefferson County Historical Society \$12,500 for the fiscal year 2012-2013. We would respectfully request the same allocation for the coming fiscal year.

Enclosed is a schedule of activities that are representative of the events that the Society will be conducting for the balance of this calendar year and next year. The marketing funds will be used to promote these events as well as exhibits under development. In addition, the funds will continue to be utilized to promote daytime visitation to the Museum. Specifically, the Society contracts for placement of promotional materials at Visitors Centers across the state and at the State Fair, and participates in cooperative marketing with Seaway Trails, the Thousand Islands International Tourism Council, and the Greater Watertown- North Country Chamber of Commerce. We are always interested in exploring new opportunities to partner with other organizations and attractions to increase Watertown's visibility as a desirable destination for visitors.

We look forward to continuing this long-standing relationship with the City of Watertown, and hope that Council members will feel free to share with us any suggestions for making the program even more effective.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen P. Lyman". The signature is fluid and cursive, with a large initial "S" and a long horizontal stroke at the end.

Stephen P. Lyman
Interim Executive Director

Jefferson County Historical Society Events and Activities 2013 Calendar

Date	Event
Dec. - Feb.	Holiday Model Train "Hands-On" Display - Family Activity
January	<i>Textiles and Treasures Exhibit- Main Gallery</i>
January	<i>Gems of the JCHS - Rear Gallery Exhibit</i>
Jan. 12th	JCHS's Jr. History Detectives - Family Activity
Feb. 12th	Chocolate & Cocktails Reception
Mar.	Volunteer Appreciation Lunch
Mar. 30th	Easter Egg Hunt & Parade - Family Activity
May 11th	Mothers Day Tea - Family Activity
May	JCHS Open Reception for Members
Jun.	Heritage Days - 1800's Living History Demonstrations / Antique Fire Truck Muster / Antique Tractors & Farm Life / Classic Car Cruise-In & Block Party / New Car Expo / North Country Cultures
June-Aug.	Box Lunch Review-Front Lawn - Wednesdays / Fridays
July	<i>Textiles & Treasures Exhibit- Main Gallery</i>
July 13th	Victorian Summer Games - Family Activity
Aug. ??	History on the Water II - Crescent Yacht Club
Aug. ??	Bus Trip
Sept. 7th	JCHS's Jr. History Detectives - Family Activity
Oct. 12th or 26th	5th Annual Fashion Show Luncheon
Oct. 19th	Harvest Celebration - Family Activity
Nov. 16-17	Holiday Victorian Faire
Dec. - Feb.	Holiday Model Train "Hands-On" Display - Family Activity
Dec. 7th	Holiday Reception at Paddock Mansion
Dec. 14th	Santa's Workshop - Family Activity

June 13, 2013

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Financial Reports

This week the City received two reports regarding the City's financial status.

In advance of the City's \$1,645,000 debt issue sold on June 12th, Moody's Investor Services affirmed its rating of Aa3 for the City which is considered high quality and very low credit risk debt. Strengths cited by Moody's included solid cash levels and financial reserves as well as strong financial management with long-term planning and projections. The report identifies the City's challenges as socio-economic characteristics weaker than state and national medians and our exposure to volatile revenues. In the report they also state that "given the City's exposure to volatile revenues, erosion of general fund balance significantly below the current level could place downward pressure on the City's rating going forward." If this occurs the City's debt service costs will increase on future borrowings.

Comptroller DiNapoli released the 2013 Fiscal Profile for the City of Watertown. The report contained many positive remarks regarding the City's financial position highlighting our healthy General Fund fund balance and decreased debt service costs. In regards to our projected use of fund balance as shown in the multi-year forecast the report stated that "such a depletion of the fund balance could limit the City's flexibility in dealing with unforeseen contingencies and future economic downturns".

MOODY'S

INVESTORS SERVICE

New Issue: Moody's assigns Aa3 rating to City of Watertown's (NY) \$1.6M Public Improvement Serial Bonds of 2013

Global Credit Research - 10 Jun 2013

Affirms Aa3 rating on \$24M of parity debt

WATERTOWN (CITY OF) NY
Cities (including Towns, Villages and Townships)
NY

Moody's Rating

ISSUE	RATING
Public Improvement (Serial) Bonds, 2013	Aa3
Sale Amount	\$1,645,000
Expected Sale Date	06/18/13
Rating Description	General Obligation

Moody's Outlook NOO

Opinion

NEW YORK, June 10, 2013 --Moody's Investors Service has assigned a Aa3 rating to the City of Watertown's (NY) \$1.645 million Public Improvement Serial Bonds of 2013. Concurrently, Moody's has affirmed the rating on approximately \$24 million of outstanding parity debt. The bonds are secured by the city's general obligation pledge. Proceeds of the current issue will be used to fund capital projects including work on streets, sidewalks, and the city's water system.

SUMMARY RATING RATIONALE

The Aa3 rating reflects the city's solid financial reserves and skilled management including long-term planning and projections. The rating also incorporates a relatively high debt burden, and a modestly sized tax base that is growing but exhibits socio-economic characteristics weaker than state and national medians.

STRENGTHS:

- Solid cash levels and financial reserves
- Strong financial management with long-term planning and projections

CHALLENGES:

- Socio-economic characteristics weaker than state and national medians
- Exposure to volatile revenue sources

DETAILED CREDIT DISCUSSION

STABLE FINANCIAL POSITION WITH HEALTHY RESERVES

Moody's expects the city's financial position to weaken but remain strong going forward as cost pressures and a reluctance to raise property taxes are likely to eat into the city's very strong cash reserves.

The city drew \$887,723 from its general fund balance in 2012, bringing the balance to \$13.3 million, or a very healthy 34.1% of revenues. The draw is explained by a \$2.2 million transfer to a separate capital reserve fund. The

combined fund balance in the general fund (\$13.3 million) and capital reserve fund (\$1.7 million) was little-changed for the year.

The city may begin to use some of its reserves in fiscal 2013. The city has been reluctant to raise the property tax levy, which in 2013 is lower than it was in 2010. Additionally, the city faces numerous cost pressures, especially increasing pension contributions. A reliance on volatile revenue sources, including a county-distributed sales tax (44% of budgeted revenues in 2013) and surplus power sales from a city-owned hydro-electric plant (9% of budgeted revenues) leaves the city's general fund susceptible to unexpected draws. Surplus power sales in particular have been difficult to budget for, and frequently underperform the budget by several hundred thousand dollars.

We expect strong financial management to help offset many of these pressures. The city budgets conservatively for its sales tax distribution, which helps to overcome power sale shortfalls some years. When the city compiles its budget, it includes detailed multi-year forecasts that evaluate the effects on reserves of several taxing scenarios. Given the city's exposure to volatile revenues, erosion of general fund balance significantly below the current level could place downward pressure on the city's rating going forward.

GROWING TAX BASE WITH WEAK SOCIO-ECONOMIC CHARACTERISTICS

Moody's expects the city's \$1.1 billion tax base to continue growing. The city's full value has grown 9% in the past two years, and income levels have been improving, which we believe is attributable to the expansion at nearby Fort Drum. Management reports the construction of housing developments mostly related to the base. In addition to the growth and improvement in the tax base, the city has several stabilizing influences. Fort Drum employs 19,000 soldiers and 5,000 civilians. The city is also the county seat of Jefferson County (Aa3) and has significant federal, state, and county government presence, as 23% of employment in the city is related to government. The Samaritan Medical Center employs 1,900 people. The city also has some manufacturing presence (10% of employment), with paper, train equipment, and motors among the industries represented.

Our expectation is for the tax base to continue growing but exhibiting socio-economic characteristics weaker than the state and national medians. The median family income as of the 2010 American Community Survey was 80% of the U.S. median. All property-based wealth measures are well below the median. Full value per capita is a weak \$42,000, and the median home value as of 2010 was 64.4% of the U.S. median.

RELATIVELY HEAVY DEBT BURDEN

The city's debt burden is above the median, at 1.6% of full value. The heavy burden relative to full value mostly reflects weak full value, as debt per capita and debt service as a percentage of the budget are consistent with the state median.

We believe the debt burden may increase, as the city's five-year capital plan calls for more than \$25 million of new borrowing. Partially mitigating the new debt is a rapid amortization of existing principal, with 96% scheduled to be repaid within 10 years.

The city participates in the New York State and Local Employees' Retirement System and the New York State and Local Police and Fire Retirement System, two multi-employer, defined-benefit retirement plans sponsored by the State of New York (G.O. rated Aa2/Stable). The city's combined annual required contribution for the plans was \$2.3 million in 2011, or 5.9% of revenues. The city's combined adjusted net pension liability, under Moody's methodology for adjusting reported pension data, is \$21.7 million, or approximately 0.56 times revenues. Moody's uses the adjusted net pension liability to improve comparability of reported pension liabilities. The adjustments are not intended to replace the city's reported liability information, but to improve comparability with other rated entities. We determine the city's share of liability for the state-run plans in proportion to its contribution to the plans.

WHAT COULD MAKE THE RATING GO UP

-- Significant improvement of the underlying tax base

WHAT COULD MAKE THE RATING GO DOWN:

-- Significant reduction of reserves from the current level

-- Significant increase in debt burden, limiting financial flexibility

KEY STATISTICS:

2010 Population: 27,023

2013 Full value: \$1.15 billion

2013 Full value per capita: \$41,799

Direct debt burden: 1.6%

Overall debt burden (adjusted): 2.4%

Payout of principal (10 years): 96.4%

FY12 General Fund balance: \$13.3 million (34.1% of General Fund revenues)

Post-sale G.O. Debt Outstanding: \$24 million

The principal methodology used in this rating was General Obligation Bonds Issued by US Local Governments published in April 2013. Please see the Credit Policy page on www.moodys.com for a copy of this methodology.

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2013 FISCAL PROFILE

CITY OF WATERTOWN

Overview

Watertown, the seat of Jefferson County, is a small city of 27,023 residents. In recent decades, the City's population has fluctuated between 26,700 and 29,500. The Fort Drum military base, located a few miles northeast of the City, has helped shore up Watertown's population and economic base. Over 19,000 soldiers are assigned to Fort Drum. In addition, approximately 4,500 civilians work on or near the base.

The City enjoys a stable property tax base and its median home value is higher than that of the median city in the State. The home ownership rate of 43 percent is somewhat lower than that of the median city, due in part to high demand for rental units from families associated with Fort Drum. The unemployment rate stood at 9.2 percent in 2012—slightly higher than the rate for the State as a whole. In addition to traditional revenue sources, Watertown receives revenues from its hydroelectric plant and for providing water treatment and sewer services to surrounding communities, including Fort Drum.

The City has paid down a significant amount of debt. As a result, its debt service costs in 2011 accounted for 7.0 percent of expenditures, down from 20 percent in 2001. This positive trend, along with the City's substantial fund balance and a large tax margin, leave Watertown well positioned to cope with current and future fiscal challenges.

However, the City's financial plan calls for drawing down fund balances in addition to implementing modest increases in property taxes, utility rates and water/sewer rates to close projected budget gaps over the next several years. If implemented, these drawdowns could limit the City's ability to respond to future economic challenges.

- Watertown's median household income is \$37,514, below both the statewide figure (\$56,951) and the median for all cities (\$38,699).
- The percentage of the City's families living in poverty is 18.5 percent—higher than the median of 15.1 percent for all New York cities.
- In 2011, sales and use taxes accounted for 30.4 percent of Watertown's total revenues, compared to 20.5 percent for cities statewide. Real property taxes accounted for only 13.1 percent of revenues, lower than the 25.6 percent share for cities statewide.
- The City has exhausted 6 percent of its Constitutional Tax Limit, leaving it with an available tax margin of \$18.5 million in 2012.
- Watertown is in close proximity to the Fort Drum military base and has benefited from the economic impact of that facility. The base's estimated direct economic impact on the region was \$1.4 billion in 2011-12.
- A long history of healthy general fund balances has helped the City earn a high credit rating that has kept its borrowing costs low.

Population and Economic Factors

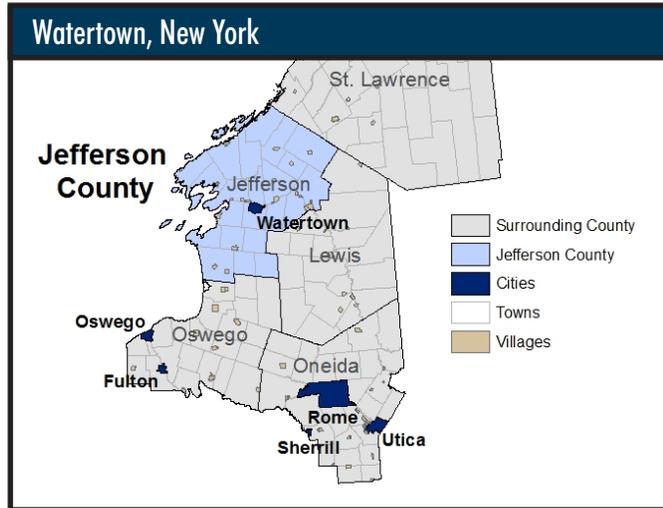
The City of Watertown, population 27,023, is located in Jefferson County. Like many upstate cities, it experienced substantial population growth during the first half of the twentieth century, followed by a decline. Between 1900 and 1950, Watertown's population grew by 58 percent, from 21,696 to 34,350. By 1980, the population had dropped to 27,861. Since then, the City's population has fluctuated between 26,700 and 29,500.

The Fort Drum military base, located a few miles northeast of the City, has helped stabilize the City's population and strengthen the local economy. The base has over 19,000 active military personnel and as many family members. In addition, over 4,500 civilians work on or near the base.¹ Approximately one-third of the soldiers and their families live in the surrounding community rather than on the base.² Analysis conducted by the Fort Drum Plans, Analysis, and Integration Office estimates the total direct economic impact of Fort Drum on the surrounding communities at \$1.4 billion for the October 2011 - September

2012 period, down slightly from the previous year. Salary and benefits earned by soldiers and civilian employees assigned to the base account for \$1.2 billion of the direct impact. The base's impact fluctuates according to the staffing levels and activities at the base. No significant changes in base population are projected through 2019.³

The percentage of families living in poverty in Watertown was 18.5 percent in 2011—7.5 percentage points higher than the statewide rate of 11.0 percent, and 3.4 percentage points higher than the median of 15.1 percent for New York cities.⁴ The median household income in 2011 was \$37,514, well below the statewide figure of \$56,951, but only slightly below the median of \$38,699 for New York State cities.

In 2012, Watertown's unemployment rate stood at 9.2 percent, slightly above the statewide rate of 8.5 percent. Since 2000, Watertown's unemployment rate has generally been slightly higher than the rate for the State as a whole.



Tax Base

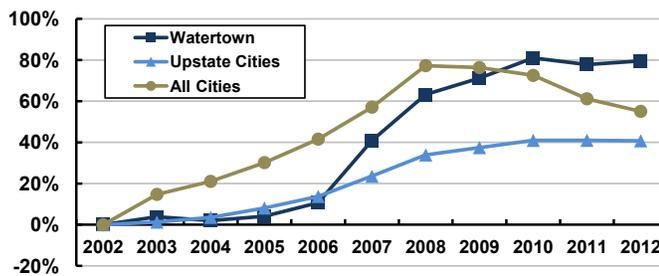
Watertown's property values remained relatively stagnant during the early part of the decade, and then increased sharply, by 74 percent from 2005 to 2010. The growth in property values in Watertown was markedly higher than that of other cities located in upstate New York. Since 2010, the City's property values have remained fairly steady, which has also been the case for upstate cities in general.

Watertown's median home value of \$116,700 is 17.1 percent higher than the median value of \$99,700 for all cities. The City's rate of home ownership (43.0 percent) is below the median for cities in New York State (50.5 percent) and its vacancy rate (8.7 percent) is below the city median (10.4 percent) as well.

Just under one-third of the City's property is tax exempt (30.9 percent), lower than the rate for the median city (32.3 percent), but higher than the statewide figure of 26.2 percent.

As of 2012, Watertown had exhausted only 6.5 percent of its Constitutional Tax Limit (CTL)—the lowest percentage by far of any city in the State. The statewide city median is 43.6 percent.⁵ Consequently, Watertown has a sizable tax margin of \$18.5 million, which provides the City with flexibility to address unforeseen expenses and to make ongoing infrastructure investments.

Cumulative Change in Full Value of Real Property Since 2002



Note: Upstate includes all counties except Dutchess, Nassau, Putnam, Orange, Rockland, Sullivan, Suffolk, Westchester, Ulster, and the five boroughs of New York City. New York City is also excluded from the "All Cities" figures.

Sources: OSC; NYS Department of Taxation and Finance

Housing Statistics, 2011

	Watertown	Median City
Home Ownership	43.0%	50.5%
Median Home Value	\$116,700	\$99,700
Vacant Units	8.7%	10.4%
Exempt from Tax	30.9%	32.3%

Sources: U.S. Census Bureau, NYS Department of Taxation and Finance

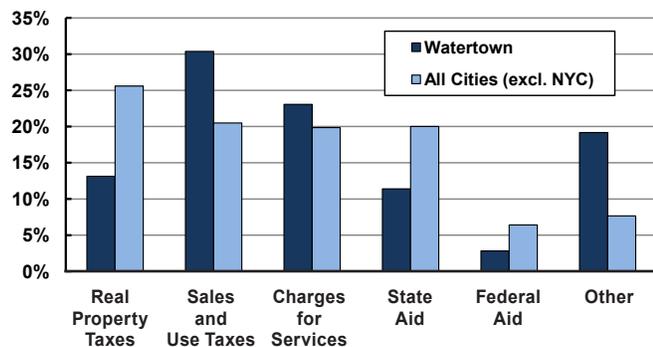
Revenues and Expenditures

Overall, Watertown's revenues grew at an average annual rate of 4.0 percent between 2001 and 2011, compared to an average growth rate of 3.4 percent for all cities in the State. Watertown's revenues from real property taxes and federal aid contracted modestly between 2001 and 2011, while sales and use tax revenues grew at an average annual growth rate of 5.2 percent.

Compared to other New York cities, Watertown is less reliant on property taxes and State and federal aid, but more reliant on sales taxes. In 2011, real property taxes accounted for only 13.1 percent of revenues, significantly less than the 25.6 percent for all cities, and down from 21.4 percent in 2001. State aid accounted for 11.4 percent of revenues in 2011 compared to 20.0 percent for cities statewide. On the other hand, sales and use taxes accounted for 30.4 percent of Watertown's revenues in 2011, compared to 20.5 percent for all cities. The City's sales tax sharing agreement with Jefferson County allocates 24.0 percent of the revenue generated by the 3.75 percent county sales tax to the City.

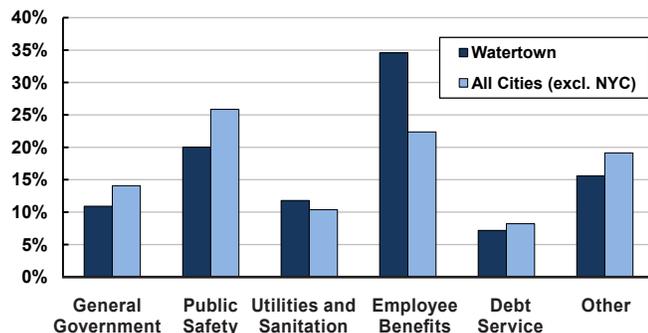
The Salmon Run Mall, located in the Town of Watertown, attracts Canadian shoppers who also patronize City businesses. Beginning in June 2012, Canada increased duty-free shopping limits, providing an additional incentive for Canadians to hunt for bargains south of the border.⁶ According to Statistics Canada, New York State is the top destination for international overnight travel by Canadians travelling to the U.S. In the third quarter of 2012, Canadians made 1.7 million overnight visits to New York State, up 16.6 percent from the same period in 2011. They spent an estimated \$607 million (in Canadian dollars) in the State.⁷ Watertown sales receipts are also bolstered by families and contractors from Fort Drum.

Revenue Sources as a Percentage of Total, 2011



Note: The share of revenues in the "Other" revenue category is unusually high for Watertown compared to other cities because it includes \$6.5 million in interfund transfer revenues associated with the City's self-insurance functions.

Expenditure Areas as a Percentage of Total, 2011



Watertown's revenues include income from a hydroelectric project located on the Black River. The City has an agreement with National Grid requiring the company to purchase the excess power produced by the project.⁸ The City also receives revenues from providing water and sewage treatment services to Fort Drum and outlying communities through an agreement with the Development Authority of the North Country.⁹

Like most other cities, towns and villages in New York, Watertown receives funding from the State through the Aid and Incentives for Municipalities (AIM) program. AIM is the primary source of State aid for cities. In recent years, AIM funding has declined or been stagnant as the State has worked to address budget gaps during the recent recession. Between 2008-09 and 2012-13, AIM payments to cities (excluding New York City) decreased by \$43.7 million. Watertown's AIM funding dropped from \$5.1 million to \$4.7 million during that period. The City is slated to receive \$4.7 million again in 2013-14. That equals \$174 per capita, which is above the statewide median for cities of \$147 in AIM funding per capita. In the 2012-13 Enacted State Budget, the City (along with 12 other cities with a different fiscal year than the State) received a spin-up of AIM, resulting in a one-time revenue boost of \$3.1 million.¹⁰

Watertown's expenditures grew at 3.4 percent annually during this period, the same rate as that for cities statewide. The City spent less on public safety (police and fire protection) and general government operations than other cities, but considerably more for employee benefits. For cities statewide, more than 22 percent of total spending was for employee benefits in 2011, up from 13 percent in 2001. In Watertown this trend is even more pronounced. By 2011, 35 percent of spending was driven by this purpose compared to 19 percent in 2001.

Since 2001, Watertown has been paying down its debt and, as a result, debt service costs have declined as well, in both nominal terms and as a share of total expenditures. By 2011, debt service accounted for 7.2 percent of expenditures, down from 19.6 percent in 2001. Over that period, expenditures for debt service decreased 6.5 percent on an average annual basis.

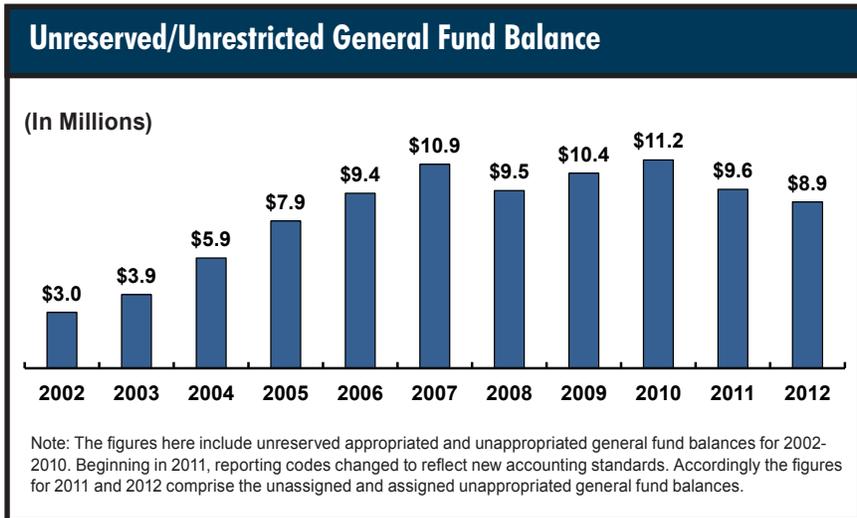
Current Budget Condition

In recent years, Watertown has benefited from healthy fund balances. According to its most recent annual financial report filed with OSC, the City's General Fund had a balance of \$8.9 million in 2012, or 15.9 percent of expenditures.

The City includes multiyear financial planning as part of its budget process. In its five-year plan for fiscal years 2012-13 through 2016-17, the City forecasts recurring deficits in the combined three major funds (general, water and sewer) of between \$1.9 million and \$2.3 million per year. The plan calls for closing the deficits through modest increases in property taxes, water and sewer rates, and appropriation of fund balances. Between 2012-13 and 2016-17, the City projects that its unrestricted general fund balance will fall by 70 percent to \$2.6 million, or 4 percent of projected revenues.¹¹ Such a depletion of the fund balance could limit the City's flexibility in dealing with unforeseen contingencies and future economic downturns.

In the longer term, Watertown's fiscal condition could suffer if the number of soldiers assigned to Fort Drum dropped, resulting in a contraction of economic activity in the region. However, the population at the base is not projected to drop during the next few years. The City's proximity to Canada presents both benefits as well as risks depending on the relative strength

of the Canadian and American dollars. When the American dollar is relatively weak, Canadians come to New York where they enjoy greater purchasing power. When the American dollar is strong, however, Canadians are less likely to shop in the U.S. and North Country residents may head north to do some of their shopping. As noted above, a recent increase in duty-free limits has encouraged cross-border shopping by Canadians and data from Statistics Canada confirms an increase in overnight visits by Canadians to New York State.



Bond Ratings and Debt

In June 2011, Moody's Investors Service upgraded the City of Watertown's general obligation debt one notch to Aa3 from A1. Moody's cited the City's strong reserves, manageable debt level, good fiscal management and increasing role as a regional economic center as factors justifying the upgrade.¹²

The City had outstanding debt of \$28.2 million at the end of 2011 and had exhausted 19 percent of its Constitutional Debt Limit, compared to a median of 24 percent for all cities. Watertown's total long-term outstanding debt burden per capita is \$1,045 and debt as a percentage of full value is 2.7 percent, compared with the median city's outstanding debt of \$1,369 per capita or 3.0 percent of full value.

Watertown vs. All Cities and New York State

Population 2010: 27,023	City of Watertown	All Cities (excluding NYC)		New York State
		Median	Aggregate	
Demographic Indicators				
Percentage Change in Population, 1950-2010	-21%	-20%	-25%	31%
Median Household Income, 2011	\$37,514	\$38,699	N/A	\$56,951
Percentage of Families in Poverty, 2011	18.5%	15.1%	17.5%	11.0%
Unemployment Rate, 2012	9.2%	9.2%	N/A	8.5%
Property Value Indicators				
Median Home Value, 2011	\$116,700	\$99,700	N/A	\$301,000
Percentage Change in Full Value, 2007-2012	27.5%	11.6%	-1.3%	5.4%
Owner-Occupied Housing Units, 2011	43.0%	50.5%	35.9%	54.8%
Property Vacancy Rate, 2011	8.7%	10.4%	10.0%	10.7%
Percentage of Property Value That Is Tax Exempt, 2011	30.9%	32.3%	35.4%	26.2%
Revenue and Tax Indicators				
State Revenue Sharing Aid (AIM) per Capita, SFY 2012-13	\$174.04	\$146.80	\$289.50	N/A
Tax Limit Exhausted, 2012	6.5%	43.6%	N/A	N/A
GF Unreserved Fund Balance as a Percentage of Revenue, 2007	31.6%	13.4%	15.7%	N/A
GF Unreserved Fund Balance as a Percentage of Revenue, 2011	30.9%	13.3%	12.9%	N/A

Source: U.S. Census Bureau, American Community Survey, 5-year estimates, 2007-2011 and 2010 Census; Department of Taxation and Finance; New York State Labor Department; Office of the State Comptroller.

- ¹ Fort Drum Plans, Analysis, and Integration Office. *Fort Drum Economic Impact Statement Fiscal Year 2012*, p. 7.
- ² City of Watertown, Jefferson County, New York, 2011, *General Obligations, \$2,035,000 Public Improvement (Serial) Bonds Official Statement*, pp. 12-13.
- ³ *Fort Drum Economic Impact Statement*, op.cit., pp. 3-7.
- ⁴ Throughout this report, references to all cities, downstate cities, or the median city exclude New York City.
- ⁵ The Constitutional Tax Limit caps the total amount of property tax a city can levy at 2 percent of the five-year average of its full value with certain exclusions.
- ⁶ Statistics Canada, "International Travel Account, Fourth Quarter 2012," February 27, 2013. Accessed online on 4/17/2013 at: <http://www.statcan.gc.ca/daily-quotidien/130227/dq130227b-eng.pdf>.
- ⁷ Statistics Canada, "Characteristics of International Overnight Travelers, Third Quarter 2012," February 26, 2013. Accessed online on April 15, 2013 at: www.statcan.gc.ca/daily-quotidien/130226/dq130226c-eng.htm. The U.S. dollar traded between \$1.04 and \$0.97 Canadian during the quarter. For historical currency conversions, see: <http://www.oanda.com/currency/historical-rates/>.
- ⁸ City of Watertown, *Official Statement*, pp. 12-13.
- ⁹ *Ibid*, pp. 13-14.
- ¹⁰ The "spin-up" consisted of accelerating the AIM payment schedule such that payments made in State fiscal year 2013-14 fell within the cities' 2012-13 fiscal year.
- ¹¹ *Adopted Budget Fiscal Year 2012-2013*, p. 309-19.
- ¹² Moody's Global Credit Research, *New Issue: Moody's Upgrades City of Watertown's (NY) Rating to Aa3 from A1 and Assigns Aa3 Rating to \$2 Million G.O. Public Improvement (Serial) Bonds, 2011*. June 13, 2011.

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