

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Tuesday, January 20, 2026**  
**7 p.m.**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Tuesday, January 20, 2026, 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**

**PUBLIC HEARING**

**RESOLUTIONS**

- Resolution No. 1 - Approving Procurement Policy Revisions
- Resolution No. 2 - Approving Agreement Between the City of Watertown and State of New York, Unified Court System
- Resolution No. 3 - Approving Changes to City Fees and Charges Schedule
- Resolution No. 4 - Approving Lease Agreement Between the City of Watertown and the Thompson Park Conservancy, Inc.
- Resolution No. 5 - Approving Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc.
- Resolution No. 6 - Declaring the City Council's Intent to Act as Lead Agency Pursuant to SEQRA in the Coordinated Environmental Review for the Proposed Sale and Site Development at 424 VanDuzee Street, Parcel Number 1-18-102.000
- Resolution No. 7 - Readopting Fiscal Year 2025-26 General Fund Budget and Approving Police Department Over-hire

Resolution No. 8 - Selecting Harris Beach Murtha as City Attorney

Resolution No. 9 - Designating the City Manager as the City's Official Representative for the New York State Environmental Facilities Corporation Engineering Planning Grant for the Newell Street Combined Sewer Evaluation Project and Appropriating Funding for the Project

## **ORDINANCES**

Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$7,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of Newell Street, in and for said City

Ordinance No. 2 - Changing the Approved Zoning Classification of 426, 430, 440 and 454 State Street, Respective Parcel Numbers 12-03-220.100, 12-03-220.200, 12-03-220.300, and 12-03-201.000 from Downtown to Urban Mixed Use

## **LOCAL LAW**

## **OLD BUSINESS**

## **STAFF REPORTS**

1. Sale of Surplus Hydro-Electricity – December 2025
2. Sales Tax Revenue – December 2025
3. Tree Watertown 2025 Annual Report and the City's 2025 Tree City USA Application Community Forestry Program Narrative
4. CitiBus Route B (Arsenal Street) Schedule Change

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

## **ADJOURNMENT**

## **WORK SESSION**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, FEBRUARY 2, 2026.**

Res No. 1

January 20, 2026

To: The Honorable Mayor and City Council  
From: Eric F Wagenaar, City Manager  
Subject: Approving Procurement Policy Revisions

General Municipal Law §104-b (4) states that the governing board shall annually review its policies and procedures. As part of the Purchasing Department's annual review, the City's Procurement Policy has been revised to update procurement best practices as recommended by Tina Bartlett-Bearup, Purchasing Manager, in consultation with the City's Comptroller, James Mills.

A resolution has been prepared for Council's approval, which adopts the revised Procurement Policy.

# RESOLUTION

Page 1 of 1

Approving Procurement Policy Revisions

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

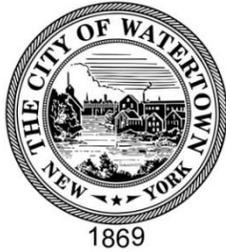
WHEREAS on December 2, 2024, the City Council approved the latest revision to the City’s Procurement Policy, and

WHEREAS the City’s Procurement Policy has been established and adopted by the City Council, and

WHEREAS the Procurement Policy has been revised to update procurement best practices as recommended by Tina Bartlett-Bearup, Purchasing Manager, in consultation with the City’s Comptroller, James Mills as part of our annual review, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Procurement Policy, a copy of which is attached and made part of this resolution.

**Seconded by** \_\_\_\_\_



## CITY OF WATERTOWN, NEW YORK PROCUREMENT POLICY

### **PURPOSE:**

To ensure the prudent and economical use of the public money for the purchase of goods and services of maximum quality at the most economical cost, and to guard against favoritism, improvidence, extravagance, fraud, and corruption, the City of Watertown, N.Y. is adopting internal policies and procedures governing all procurements which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103, or of any other general, special or local law.

### **PURCHASING ETHICS:**

To maintain a high standard of conduct and to protect the reputation of the local government, the following rules of conduct will apply:

1. To consider first the interests of the local government and the betterment of its government.
2. To obtain the greatest value for every dollar spent.
3. To be receptive to advice and suggestions from department heads, insofar as such advice and suggestions are not in conflict with legal or moral restrictions in purchasing procedures.
4. To strive for knowledge of equipment and supplies in order to recommend items that may reduce cost and/or increase efficiency.
5. To insist on and expect honesty in sales representation whether offered verbally or in writing, through the advertising or in a sample of a product submitted.
6. To give all responsible bidders equal consideration and the assurance of unbiased judgment in determining whether their product meets specifications.
7. To accord a prompt and courteous reception, insofar as conditions permit, to all who call on legitimate business missions.
8. To counsel and assist other purchasing agents in the performance of their duties wherever occasion permits.
9. To cooperate with governmental and trade associations in the promotion and development of sound business methods in the purchasing of equipment and supplies.
10. To discourage the offer of, and to decline, gifts which might influence the purchase of municipal equipment and supplies.
11. To seek or dispense no personal favors. No official or employee shall be interested

financially or personally in any contract entered into by the City. All officials and employees shall comply with the City's Code of Ethics (Employee Handbook Section 300-9) to ensure there is no procurement conflict of interest.

## **COMPETITIVE BIDDING:**

1. The purchase of materials, equipment and supplies involving an estimated annual expenditure of \$20,000 or more and public works contracts involving an estimated annual expenditure of \$35,000 or more shall be awarded only after public advertising, and the solicitation of formal bids in compliance with General Municipal Law, Section 103.
2. The Purchasing Department shall be responsible for all required public advertising and competitive bidding; shall be responsible for all bid solicitations and openings; shall secure and document the recommendations from the appropriate official for awarding bid contracts and shall award contracts within the annual appropriations authorized by the City Council.
3. Every purchase to be made must be initially reviewed by each department to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can be reasonable expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. It is unlawful to artificially split or divide a contract or enter into a series of transactions, to avoid a competitive bidding threshold. The source of funds to be spent does not alter the requirements of competitive bidding i.e. Public Grants. No purchase can be made without the appropriate funding to support the purchase in place.

**The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law:** Purchase contracts under \$20,000 and public works contracts under \$35,000; emergency purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions, purchases under State and County contracts; surplus and second-hand purchases from another governmental entity, and Sole Source purchases. Sole Source purchases are made when a product or service is available from one source only, the product/service is uniquely required in public interest, or if there is no substantial equivalent.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the department making the purchase. This documentation may include written or verbal quotes from vendors, price lists, catalogs, a memo from the requisitioner indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the department detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

4. All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances: purchase contracts over \$20,000 and public works contracts over \$35,000; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law, goods purchased from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General

Municipal law; purchases under county Contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to subdivision 6 of this policy.

5. As authorized by New York General Municipal Law 103, and in accordance with Local Law No. 6 of 2024, purchase contracts may be awarded on the basis of best value, as defined in section 163 of the State Finance Law and as authorized in section 103 of the General Municipal Law, to a responsive and responsible bidder. When the bid specifications state that the bid will be awarded on the basis of best value, the specifications will also include the criteria that will be used to award the bid. In assessing best value, when awarding the purchase contract, non-price factors can be considered. Non-price factors may include, but are not limited to, environmental benefits, energy efficiency, reliability of a product, efficiency of operation, difficulty/ease of maintenance, useful lifespan, ability to meet needs regarding timeliness of performance, and experience of a service provider with similar contracts.

The basis for “Best Value” shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerors that are small businesses, certified minority-or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the executive law or service-disabled veteran-owned business enterprises as defined in subdivision one of section forty of the veterans’ services law to be used in evaluation of offers for awarding of contracts and services.

6. All procurement and rental/lease of equipment, materials, supplies and nonpersonal services shall be requisitioned through the Purchasing Department, regardless of dollar amount, with the signed approval of the requisitioning department’s supervisor prior to ordering. Use of departmental generated requisition numbers, in lieu of a City Purchasing Department purchase order number is prohibited.
7. The Purchasing Manager shall have the authority to accept, reject, or modify any request for purchase except for those items authorized by the City Council. The Purchasing Manager shall confirm all changes with the requisitioning department prior to taking any action. The requisitioning department has the right to appeal the Purchasing Manager’s action to the City Manager for final ruling.
8. Vendors who are included on the NYS Department of Labor List of Debarred Contractors are not eligible to provide quotes or services to the City. The City does not provide a preference to any bidder who, after meeting all of the requirements of a bid, would not otherwise be entitled to a contract award as the lowest responsible bidder.
9. The following individual(s) shall be responsible for all procurement activities on behalf of the City of Watertown, N.Y., that are in accordance with the rules and guidelines as set forth in this policy:

- a. Tina Bartlett-Bearup, Purchasing Manager
- b. James Mills, Comptroller (in absence of Purchasing Manager)

The following method of purchase will be used when required by this policy in order to achieve the highest savings:

**Estimated Amount of Purchase**

\$ 1 - \$ 1,500  
\$ 1,501 - \$ 5,000  
\$ 5,001 - \$20,000  
\$20,001 - over

**Method Required**

No quotations required  
Two (2) written quotations required  
Three (3) written quotations required  
Sealed bid required

**Estimated Amount of Public Works Contract**

\$ 1 - \$ 2,500  
\$ 2,501 - \$10,000  
\$10,001 - \$25,000  
\$25,001 - \$35,000  
\$35,001 - over

**Method Required**

No quotation required  
Two (2) written quotations required  
Three (3) written quotations required  
Four (4) written quotations required  
Sealed bid required

**Estimated Amount of Rental/Lease Equipment**

\$ 1 - \$ 5,000  
\$5,001 and above

**Method Required**

No quotation required  
Two (2) written quotations required

A good faith effort shall be made to obtain the required number of proposals or quotations. If the department is unable to obtain the required number of proposals or quotations, the department will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement. All documentation shall be maintained by the requisitioning department for review by the Purchasing Department.

1. Documentation is required of each action taken in connection with each purchase.
2. Documentation and written explanation are required whenever a contract is awarded to other than the lowest responsible bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsible. A determination that the bidder is not responsible shall be made by the purchasing department and may not be challenged under any circumstances.
3. Pursuant to General Municipal Law Section 104-b(2)(g), the procurement policy may contain circumstances when, or types of procurements which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotation will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the City of Watertown to solicit quotations or document the basis for not accepting the lowest bid:
  - a. Professional services or services requiring special or technical skills, training, or expertise. The individual or company must be taken based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and moral worth. The qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services is such that they do not readily lend themselves to competitive procurement procedures.

- i. In determining whether a service fits into this category the City shall take into consideration the following guideline: (a) whether the services are subject to State licensing or testing requirements; (b) whether formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/ or services of an insurance broker; services of a certified public accountant; investment management services; services of an actuary; printing services involving extensive writing, editing or art work; management of a municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.
- b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in seeking alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.
- c. Sole source purchases are appropriate when it is clearly determined that there is only one vendor capable of providing a particular material or service. Justification for sole source purchases include purchase order is made to the original manufacturer or provider; there are no regional distributors, or parts/equipment are not interchangeable with similar parts of another manufacturer, or it is the only know item that will meet the specialized needs of the department or perform the intended function; purchases required by contractual obligations; or standardization approved by City Council. Sole source documentation must be attached to the requisition.
- d. Control involves not only compliance with required purchasing policy but also affects the paperwork necessary. There are certain expenditures for which the processing of a purchase order may be unnecessary. The following expenses may be approved without purchase orders (***unless being paid for using the City's credit card***):
  1. Travel Expenses - ***unless being paid for using the City's credit card***
  2. Employee Expenses (ex: mileage reimbursement)
  3. Legal Notices
  4. Postage & Shipping Charges (includes FedEx, UPS charges)
  5. Memberships (ex: association dues)
  6. Subscriptions (ex: periodicals) excluding software
  7. Medical Examinations & Fees
  8. Utility Payments (ex: electric, natural gas, telephone services, cable, etc.)
  9. Intergovernmental Charges
  10. Other expenses as determined by the City Manager, City Comptroller, and Purchasing Manager on an individual basis.
- e. Goods and services under \$1,500. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in

the best interest of the taxpayer. In addition, it is not likely that such minimal contracts would be based on favoritism.

4. Positive efforts shall be made by the City to use small, minority owned and women-owned businesses as sources for supplies and services. Such efforts should include developing a bidder's mailing list for these sources and encouraging these businesses to compete for contracts to be awarded.
5. General Municipal Law 103(16) allows procurement of certain goods (including apparatus, materials, equipment, and supplies) and services through contracts let by the United States or any agency thereof, any state or any other political subdivisions or district therein, if such contract was let in a manner consistent with competitive bidding and has been made available for use by other governmental agencies. The City shall take advantage of such contracts when doing so ensures that the City is buying goods at the lowest price. In addition, the City of Watertown will allow other municipalities within New York State to "piggyback" on the contracts of the City of Watertown in accordance with GML 103.
6. Pursuant to Subsection 1-b of Section 103 of the GML, the City shall have the option of purchasing information technology and telecommunications hardware, software, and professional services through cooperative purchasing permissible pursuant to Federal General Services Administration Information Schedule 70 and any successor schedule, provided the City complies with federal schedule ordering procedures as provided in the applicable federal acquisition regulation(s).
7. Purchases may be made through available state contracts of the NYS Office of General Services, GSA, or in accordance with Sub.3 of GML 103 which allows the purchase of materials, equipment or supplies, or the contract for services, other than services subject to Article 9 of the Labor Law, through any municipality with New York State, whenever such purchases are in the best interest of the City, as follows:
  - a. In lieu of obtaining quotations or issuing formal bids for the purchase of commodities or services not subject to Article 9 of the New York State Labor Law, the Purchasing Manager is authorized to make such purchases using established national and regional cooperative contracts.
  - b. Purchases of surplus and second-hand goods from any source. If alternate proposals are required, the City is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods, and a lower price may indicate an older product.
  - c. Although a department may request a purchase be made using a particular contract source, the decision as to the appropriate contract source to be used will be that of the Purchasing Manager, in consultation with the City Manager and Attorney. Detailed and appropriate documentation of the reason(s) for the determination shall be retained by the Purchasing Department.
8. Unintentional failure to fully comply with the provisions of Section 104-b or the governing board's policies and procedures shall not be grounds to void action taken or give rise to a cause of action against the political subdivision or district or any officer or employee thereof.

9. This policy shall go into effect upon approval by the City Council and will be reviewed annually by staff to determine if updates or changes should be made.

## **RETURN OF GOODS:**

Whenever the City receives a parcel that is either a duplicate shipment or an item that is to be returned for credit, the City (the department holding the goods) should request from the vendor a "Return Goods Authorization Number" or a letter of authorization to return the goods. This provides the City with the appropriate documentation to obtain the proper credit as well as to inform the vendor of the nature of its return. If no authorization is required then a letter should accompany the shipment advising the vendor as to why it is being returned with the following information: City Purchase Order #, vendor invoice number, and or name of contact at vendor's facility authorizing the return.

## **PURCHASE REQUISITION:**

A purchase requisition is a request to the purchasing department for the purchase of goods or services. These requests are submitted in written and/or electronic format. ***All requisitions shall be authorized by the department head prior to submission to the purchasing department*** in order to maintain internal control. In the absence of the Department head, a list of those authorized to approve requisitions on their behalf shall be submitted to the Purchasing Department annually.

Each requisition shall include a brief description of the product or service being ordered, and the appropriate product or part number.

## **PURCHASE ORDER:**

A purchase order is an official document that binds the City to procure goods or services as specified on the document. Purchase orders must provide sufficient description of the product being ordered or service to be performed. It should detail order quantity, item description, part number (if available), unit cost, and departmental charge code to ensure billing to the correct department's general ledger.

**Blanket Purchase Order** – This is a single purchase order that is issued to cover a specified period of time for repetitive purchases of the same goods or redundant services to be utilized. If a blanket purchase order is to be issued, indicate such on the requisition by typing "BLANKET ORDER".

## **REQUEST FOR PROPOSAL (RFP):**

A Request for Proposal (RFP) is a competitive procurement with an award based on price and other criteria which may include negotiation. An RFP is not an alternative to competitive bidding, except when expressly authorized by the State Legislature. An RFP may be used if procurement is within exception to competitive bidding and permitted under the City's procurement policies. They are most commonly used for professional service, true leases and licenses/concessions. Procedures include:

1. Establishment of evaluation criteria (i.e. price; experience; creditworthiness; approach to performance; staff availability; ability to perform; and time estimates).
2. Comprehensive, fair solicitation process.

3. Fair and equitable negotiation process.
4. Fair review/evaluation or rating process.

The Purchasing Department shall be responsible for issuing Requests for Proposals once a determination is made that an RFP rather than a formal competitive bid is appropriate. The RFP shall include specific language that identifies the method of award.

Upon request, the Purchasing Department will work with City departments to develop professional service contracts. Such RFP's will be developed by the individual department and Purchasing and may be issued through the Purchasing Department if requested. All other professional service contracts will be documented by the individual department.

### **CREDIT CARD USE:**

The use of the City's credit card shall be limited to travel expenses, tuition, educational expenses, professional memberships, subscriptions, and limited purchases whereas a purchase order is not accepted. Use of the credit card for all other expenses is prohibited, except with the expressed written approval of the City Manager.

### **COMPLIANCE:**

Instances of failure to comply with this policy as identified by the Purchasing Manager shall be reported to the City Comptroller. The City Comptroller shall keep the City Manager apprised of non-compliance and initiate corrective action. Any questions related to the intent or clarification of the policy contained herein shall be subject to the determination of the City Council if determined to be necessary or appropriate.

### **PROTEST PROCEDURE:**

A protest concerning the specifications, or the bid procedure must be made in writing. This written protest must be received by the Purchasing Manager, City of Watertown, 245 Washington Street, Room 206, Watertown, New York 13601, no later than 72 hours prior to bid opening. If a protest is received that cannot be resolved by the designated time for bid opening, the City of Watertown Purchasing Department will delay the bid opening until the protest is resolved. The City's decision in connection with the protest will be issued in writing no more than 30 days from the date that the written protest was received.

If protest is made in connection with issues other than specifications or bid procedure, or in connection with an issue concerning bid procedure which only becomes evident after the bid opening, the protest must be in writing and received by the City of Watertown Purchasing Department no later than 10 working days after notification to all bidders of the contract award. The City will issue its written decision no more than 30 working days from the date the written protest was received.

Any protest to the effect that the City of Watertown Purchasing Department has not followed these protest procedures must be made in writing no later than 10 working days after the alleged infraction. The City will issue its written decision within 30 working days of its receipt of such a protest.

Any questions concerning these protest procedures shall be directed to the City's Purchasing Manager.

## **APPENDIX 1:** **FEDERAL ADDENDA/FEDERALLY FUNDED PROCUREMENT** **SUPPLEMENTAL GUIDELINES**

In addition to the City's Purchasing Policies and Procedures, the following guidelines shall apply to all procurements utilizing funds from the Federal Government including the Federal Transit Administration (FTA) in conformance with applicable Federal law including Title 49 CFR Part 18, Section 18.36 and Circular 4220.1F. ***Please see Appendix 4 for the FTA Procurement Checklist for detailed actions and requirements.***

- A. Written Record of Procurement History
  - 1. The Purchasing Department shall maintain records detailing the history of each FTA associated procurement.
  - 2. These records are placed in a procurement master file and include:
    - a. Purchase request with:
      - i. Independent Cost Estimate
      - ii. Project Justification
      - iii. Descriptions of work/scopes of services
      - iv. Acquisition planning information
      - v. Other pre-solicitation documents
      - vi. Purchase Requisition indicating availability of funding
    - b. The rationale for the method of procurement:
      - i. Full and open competition under IFB (one or two step)
      - ii. RFP
      - iii. Small or micro purchases (purchases less than \$20,000)
      - iv. Sole negotiations
    - c. List of sources solicited
    - d. Copies of published noticed of proposed contract action
    - e. Copies of the solicitation, all addenda and all amendments
    - f. Selection of contract type
      - i. Firm fixed price
      - ii. Cost reimbursement
      - iii. Incentive
      - iv. Multi-year
      - v. Time and materials
      - vi. Labor Hour
      - vii. Task Order
      - viii. Basic Ordering agreement
    - g. Reasons for contractor selection or rejection:
      - i. An abstract of each offer or rejection
      - ii. Source Selection documentation if applicable
      - iii. Contracting Officer's determination of contractor responsiveness and responsibility
    - h. The basis for the contract price
      - i. Cost or price data

- ii. Determination that price is fair and reasonable including a tabulation and evaluation of the cost and price data.
- iii. Extent of competition
- i. Required internal approvals for award
- j. Liquidated damages:
  - i. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time
  - ii. The rate must be specified in the solicitation and contract documents.
  - iii. Any liquidated damages recovered shall be credited to the project account involved unless FTA permits otherwise.
- k. Contractor's certifications and representations if applicable
- l. Notice of Award
- m. Record of any protest
- n. Piggybacking Checklist and all related documents, if applicable.
- o. Third party FTA Requirements Checklist and all related documents- including Buy America and Disadvantaged Business Enterprises
- p. Bond and Insurance documents
- q. Executed contract, all signed amendments and notice of award
- r. Options included in contract- An option may not be exercised unless the town has determined that the option price is better than prices available in the market or that an option is the more advantageous offer at the time the options is exercised.
- s. Post-award correspondence with contractor
- t. Notice to proceed
- u. Approvals or disapprovals of contract deliveries
- v. Requests for waivers or deviations and the associated responses
- w. Documentation of settlement of claims and disputes
- x. Documentation regarding stop work or suspension of work orders
- y. Approvals or disapprovals of waivers and deviations
- z. Contract closeout documentation

**B. Debarment**

The Purchasing Department shall document to the best of its knowledge and belief that none of its FTA assisted purchases involve contractors debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements as indicated on the epls.gov website.

**C. Geographic Preferences**

The Purchasing Department shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

**D. Procurement**

All purchases of goods and services shall be made in accordance with the requirements of FTA Circular 4220.1F and in accordance with General Municipal Law and the City's Purchasing Policy.

**E. Protest Procedures**

Filing of Protests: All Protests must be filed and resolved in a manner consistent with the requirements of FTA Circular 4220.1F Third Party Contracting Guidelines must be clearly stated in the bid documents.

## PIGGYBACKING WORKSHEET

Definition: ***Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process. ("FTA Dear Colleague" letter, October 1, 1998).***

**In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.**

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?		
2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the "certifications" required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation, i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files.		
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		

WORKSHEET	YES	NO
12. If you will require changes to the vehicles (deliverables), are they “within the scope” of the contract or are they “cardinal changes”? See BPPM Section 9.2.1.		

**Note:** This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and “Piggybacking,”* and (c) FTA Circular 4220.1F.

## Title 49 CFR Part 18, Section 18.36

(a) *States.* When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards.* (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) *Competition.* (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 18.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection

criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
- (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed-* (1) *Procurement by small/micro purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by *sealed bids* (formal advertising). Bids are publicly solicited, and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec.

18.36(d)(2)(i) apply.

- (i) In order for sealed bidding to be feasible, the following conditions should be present:
  - (A) A complete, adequate, and realistic specification or purchase description is available.
  - (B) Two or more responsible bidders are willing and able to compete effectively and for the business; and
  - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- (ii) If sealed bids are used, the following requirements apply:
  - (A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids.
  - (B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond.
  - (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids.
  - (D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
  - (E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by *competitive* proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.
- (ii) Proposals will be solicited from an adequate number of qualified sources.
- (iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees.
- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive* proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
  - (A) The item is available only from a single source.
  - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
  - (C) The awarding agency authorizes noncompetitive proposals; or (D) After solicitation of a number of sources, competition is determined inadequate.
- (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
- (iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) *Contract cost and price.* (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 18.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.* (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

Contractor shall comply with the required FTA clauses listed in Appendix 2 of this document.

**APPENDIX 2:**  
**FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED**  
**CLAUSES**

(Revised 10/2024)

Contractor shall comply with the following FTA requirements. For purposes of these clauses, the AGENCY is the FTA recipient or subrecipient that is entering the Contract with Contractor.

1. **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.** *[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

The AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract. Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. **NOTIFICATION TO FTA.** *[These requirements apply to all contracts and subcontracts in excess of \$25,000.]*

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the AGENCY, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Contractor must include an equivalent provision in its sub agreements at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

**A. Types of Legal Matters Requiring Notification.** The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

**B. Matters Affecting the Federal Government.** Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the Contract, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

**C. Additional Notice to U.S. DOT Inspector General.** Contractor must promptly notify the AGENCY, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the AGENCY and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the AGENCY, including divisions tasked with law enforcement or investigatory functions.

**3. PROGRAM FRAUD & FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.**

*[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

- A.** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- B.** Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.
- C.** Contractor shall include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### 4. ACCESS TO RECORDS, REPORTS, & SITES.

- A. **Record Retention.** Contractor shall retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** Contractor shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** Contractor shall provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the Agency, and their duly authorized representatives to inspect and audit records and information related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance.** Contractor shall permit FTA, the Agency, and their duly authorized representatives' access to the sites of performance under this Contract as reasonably may be required.

5. **FEDERAL CHANGES.** Contractor shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Phoenix and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

6. **CIVIL RIGHTS.** The AGENCY must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless an AGENCY or federal program, including any Indian Tribe or Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

##### **A. Nondiscrimination in Federal Public Transportation Programs.**

- 1. Contractor must prohibit: **(a)** discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; **(b)** exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; **(c)** denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and **(d)** discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
- 2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

**B. Nondiscrimination – Title VI of the Civil Rights Act.** Contractor must:

1. Contractor must prohibit discrimination based on race, color, or national origin,
2. Contractor must comply with: **(a)** Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; **(b)** U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and **(c)** Federal transit law, specifically 49 U.S.C. § 5332; and
3. Contractor must follow: **(a)** the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance; **(b)** U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and **(c)** all other applicable federal guidance that may be issued.

**C. Equal Employment Opportunity.**

1. **Federal Requirements and Guidance.** Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must also comply with: **(a)** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; **(b)** Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; **(c)** Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; **(d)** federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and **(e)** FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients.” Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.
2. **Affirmative Action.** If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes, but is not limited to: **(a)** recruitment advertising, recruitment, and employment; **(b)** rates of pay and other forms of compensation; **(c)** selection for training, including apprenticeship, and upgrading; and **(d)** transfers, demotions, layoffs, and terminations.
3. **Indian Tribe.** Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”
4. **Equal Employment Opportunity for Construction Activities.** When undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), Contractor must comply with: **(a)** U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60; and **(b)** Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

**7. INCORPORATION OF FTA TERMS.** *[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the

preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the AGENCY that would cause the AGENCY to be in violation of the FTA terms and conditions. Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

8. **FREE SPEECH & RELIGIOUS LIBERTY.** All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.
9. **FEDERAL TERMINATION RIGHTS.** The termination rights under this Contract are in addition to, and in no way limit, the Federal Government's right to terminate as described in 2 CFR § 200.340.

**A. DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION.** *[This requirement does not apply to contracts and subcontracts under \$25,000.]* Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non- procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

**B.** Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract (which includes review of SAM at [sam.gov](https://sam.gov), if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or AGENCY to be: **(1)** debarred from participation in any federally-assisted Award; **(2)** suspended from participation in any federally-assisted Award; **(3)** proposed for debarment from participation in any federally-assisted Award; **(4)** declared ineligible to participate in any federally-assisted Award; **(5)** voluntarily excluded from participation in any federally-assisted Award; or **(6)** disqualified from participation in any federally assisted Award.

**C.** By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **TERMINATION.** The AGENCY must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the AGENCY, including the manner by which it will be affected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.
11. **VIOLATION & BREACH OF CONTRACT.** *[These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).]*

Unless otherwise provided for by the AGENCY, the following provisions shall apply:

- A. **Dispute Resolution.** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of AGENCY. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of AGENCY shall be binding upon Contractor, and Contractor shall abide by the decision.
  - B. **Performance During Disputes.** Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
  - C. **Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.
12. **LOBBYING RESTRICTIONS.** *[These requirements do not apply to contracts and subcontracts under \$100,000.]*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the AGENCY.

**13. CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS).** *[These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.]*

- A.** Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- B.** Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Contractor in the case of a subcontractor's bill-of-lading); and
- C.** Contractor shall include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**14. FLY AMERICA.** *[These requirements apply to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.]*

- A.** As used in this clause: **(1) "international air transportation"** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; **(2) "United States"** means the 50 States, the District of Columbia, and outlying areas; and **(3) "U.S.-flag air carrier"** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B.** When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C.** If available, Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D.** If Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, then Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air

carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

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(End of statement)

- E. Contractor shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

**15. EMPLOYEE PROTECTIONS.**

**A. Prevailing Wage & Anti-Kickback.** *[These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.]*

1. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
2. In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**B. Contract Work Hours/Safety Standards for Awards Involving Construction.** *[These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.]*

1. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or

dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

2. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

**C. Contract Work Hours/Safety Standards for Awards Not Involving Construction.**

*[These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.]*

1. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
2. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
3. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives

of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

4. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

**16. SEISMIC SAFETY.** *[These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.]*

Contractor shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

**17. VETERANS EMPLOYMENT.** *[These requirements apply only to capital projects. See 49 U.S.C. § 5302(3).]*

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**18. BONDING.** *[These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1F for specific bonding requirements.]*

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the AGENCY if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- A.** A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B.** A performance bond on the part of Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all of Contractor's obligations under such contract.
- C.** A payment bond on the part of Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**19. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.** *[These requirements apply only to contracts for transit operations performed by employees of*

*contractors and subcontractors recognized by FTA to be a transit operator.]*

Contractor shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- B. Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- C. Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.
- D. Flow Down.** Contractor shall include the substance of this clause in each subcontract that may involve operating public transit services.

**20. CHARTER SERVICE.** *[These requirements apply to contracts for operating public transportation service.]*

- A.** Contractor shall comply with 49 U.S.C. 5323(d), (g), and (r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: **(1)** federal transit laws, specifically 49 U.S.C. § 5323(d); **(2)** FTA regulations, “Charter Service,” 49 CFR part 604; **(3)** any other federal Charter Service regulations; or **(4)** Federal guidance, except as FTA determines otherwise in writing.
- B.** If Contractor engages in a pattern of violations of FTA’s Charter Service regulations, then FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: **(1)** barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; **(2)** withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or **(3)** any other appropriate remedy that may apply.
- C.** Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

**21. SCHOOL BUS OPERATIONS.** *[These requirements apply to contracts for operating public transportation service.]*

Contractor shall comply with 49 U.S.C. 5323(f) and (g), and 49 CFR part 605, and not engage in school bus operations using federally-funded equipment or facilities in competition with private operators of school buses, except as permitted under: **(A)** federal transit laws, specifically 49 U.S.C. § 5323(f); **(B)** FTA regulations, “School Bus Operations,” 49 CFR part 605; **(C)** any other Federal School Bus regulations; or **(D)** federal guidance,

except as FTA determines otherwise in writing. If Contractor violates these school bus requirements, then FTA may bar Contractor from receiving Federal assistance for public transportation or require Contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally funded equipment, vehicles, or facilities. Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

**22. MOTOR CARRIER SAFETY.** *[These requirements apply to contracts for operating bus operation service.]*

**A. Financial Responsibility.** Contractor shall comply with the economic and insurance registration requirements of: **(1)** U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if Contractor is: **(a)** engaged in operations requiring compliance with 49 C.F.R. part 387, **(b)** engaged in interstate commerce, and **(c)** not within a defined commercial zone; and **(2)** provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

**B. U.S. FMCSA Requirements.** Contractor shall comply with: **(1)** safety requirements of U.S. Federal Motor Carrier Safety Administration (**U.S. FMCSA**) regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and **(2)** driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver’s License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Drug and Alcohol Use and Testing Requirements,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

**23. SAFE OPERATIONS OF MOTOR VEHICLES.**

**A. Seat Belt Use.** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or AGENCY.

**B. Distracted Driving.** Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

**C. Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

**24. CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING.** *[These*

*requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

- A. Definitions.** As used in this clause: **(1) "driving"** means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (**note:** "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and **(2) "text messaging"** means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (**note:** "text messaging" does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park).
- B. Executive Order.** This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Contractor is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: **(1)** establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and **(2)** education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- C. Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

**25. SUBSTANCE ABUSE (DRUG & ALCOHOL TESTING).** *[These requirements apply to contracts with contractors who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."]*

- A.** Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or the City of Phoenix, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process.
- B.** Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Further, Contractor shall certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before

March 15 to Transit Compliance Officer, City of Phoenix Public Transit Department, 302 N. 1st Avenue, Phoenix, AZ 85003. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**C.** Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers involving the performance of a safety-sensitive function under the Contract.

**26. BUY AMERICA.** *[These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.]*

**A.** Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. Contractor must submit to AGENCY the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

**B.** Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.

**27. PROHIBITED TELECOMMUNICATIONS/SURVEILLANCE SERVICES/EQUIPMENT.** The AGENCY is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: **(A)** telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); **(B)** video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; **(C)** Telecommunications or video surveillance services provided by such entities or using such equipment; and **(D)** telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation,

reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**28. AIR POLLUTION & FUEL ECONOMY.** *[These requirements apply to contracts for the purchase of rolling stock.]*

The Contractor agrees to comply with applicable Federal air pollution control and fuel economy regulations, such as: EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

**29. ROLLING STOCK LIMITATIONS.** *[These requirements apply to contracts for the purchase of rolling stock.]*

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

**30. PRE-AWARD & POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES.** *[These requirements apply to contracts for the purchase of rolling stock.]*

Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Contractor shall comply with the Buy America certification(s) submitted with its offer. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

**31. BUS TESTING.** *[These requirements apply to contracts for the purchase/lease of any bus model that is new or has any major change in configuration/components to be acquired/leased.]*

Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee.

**32. ENVIRONMENTAL PROTECTIONS.** Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

**A. National Environmental Policy Act.**

1. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: **(a)** federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; **(b)** the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42

U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; (c) joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and (e) other federal environmental protection laws, regulations, and requirements applicable to Contractor.

2. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: (a) joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; (b) joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and (c) other federal environmental guidance applicable to the Contractor.
- B. Environmental Justice.** Contractor shall promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and (3) the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- C. Other Environmental Federal Laws.** Contractor shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."
- D. Use of Certain Public Lands.** Contractor shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
- E. Historic Preservation.** Contractor shall comply with: (1) U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; (2) federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; (3) the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq.; (4) U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800; and (5) other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties.
- F. Indian Sacred Sites.** Contractor shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No.

13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

**33. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT.** *[These requirements do not apply to contracts and subcontracts under \$150,000.]*

Contractor shall ensure that it: **(A)** will not use any violating facilities; **(B)** will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" **(C)** will report violations of use of prohibited facilities to FTA; and **(D)** will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

**34. ENERGY CONSERVATION.** Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.).

**35. RECYCLED PRODUCTS (SOLID WASTES).** *[These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R part 247 for federal designation of items.]*

Contractor shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247. The requirements of Section 6002 include: **(A)** procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; **(B)** procuring solid waste management services in a manner that maximizes energy and resource recovery; and **(C)** establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**36. INTELLECTUAL PROPERTY/PATENT RIGHTS & RIGHTS IN DATA.** *[These requirements apply to contracts for the performance of experimental, developmental, or research work.]*

**A.** This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may

Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- B.** The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes”: **(1)** any subject data developed under the Contract, whether or not a copyright has been obtained; and **(2)** any rights of copyright purchased by Contractor using federal assistance in whole or in part by the FTA. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
- C.** Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- D.** Unless prohibited by state law, upon request by the Federal Government, Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- E.** Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- F.** Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.
- G.** Contractor shall include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**37. COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY.** *[These requirements apply only to contracts for National Intelligent Transportation System projects.]*

Contractor shall conform to the National Intelligent Transportation Systems (**ITS**) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

- 38. NTD REPORTING.** As a condition of benefitting from federal assistance for public transportation operations, Contractor and its subcontractors must: **(A)** facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (**NTD**); **(B)** conform to the NTD reporting system and the Uniform System of Accounts and Records; **(C)** comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630; **(D)** report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions: **(1)** any information relating to a transit asset inventory or condition assessment; **(2)** any data on assaults on transit workers; **(3)** any data on fatalities that result from an impact with a bus; and **(4)** such other information as FTA may require; **(E)** comply with any other applicable reporting regulations, and requirements; and **(F)** follow FTA guidance.
- 39. TRAFFICKING IN PERSONS.** Contractor and its subcontractors or their employees shall not: **(A)** engage in severe forms of trafficking in persons during the Contract Term; **(B)** procure a commercial sex act during the Contract Term; or **(C)** use forced labor in the performance of the Contract. Contractor shall inform City of Watertown immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. City of Watertown may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the City of Watertown.
- 40. DBE REQUIREMENTS.**  
(DBE requirements to be provided by PTD Compliance Section)
- 41. DOMESTIC PREFERENCES FOR PROCUREMENT.** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 42.** (j) 23 U.S.C. 112(a) directs the Secretary to require recipients of highway construction grants to use bidding methods that are "effective in securing competition." Detailed construction contracting procedures are contained in 23 CFR part 635, subpart A.
- 43.** (k) Section 3(a)(2)(C) of the UMT Act of 1964, as amended, prohibits the use of grant or loan funds to support procurement utilizing exclusionary or discriminatory specifications.
- 44.** (l) 46 U.S.C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.

45. (m) Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.
46. (n) Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.
47. (o) Section 308 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.
48. (p) 23 U.S.C. 112(b) provides for an exemption to competitive bidding requirements for highway construction contracts in emergency situations.
49. (q) 23 U.S.C. 112 requires concurrence by the Secretary before highway construction contracts can be awarded, except for projects authorized under the provisions of 23 U.S.C. 17l.
50. (r) 23 U.S.C. 112(e) requires standardized contract clauses concerning site conditions, suspension or work, and material changes in the scope of the work for highway construction contracts.
51. (s) 23 U.S.C. 140(b) authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.
52. (t) FHWA, UMTA, and Federal Aviation Administration (FAA) grantees and subgrantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract selection procedures to certain other related areas and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, or equivalent State (or airport sponsor for FAA) qualifications-based requirements. For FHWA and UMTA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988; 60 FR 19639, 19647, Apr. 19, 1995]

**APPENDIX 3:**  
**FEDERAL TRANSIT ADMINISTRATION CERTIFICATIONS**

**EACH CERTIFICATION PROVIDES  
INSTRUCTION DESCRIBING WHEN  
THE CERTIFICATION IS APPLICABLE**

**INAPPLICABLE FTA CERTIFICATIONS  
MAY BE LEFT BLANK**

**OFFERS THAT DO NOT INCLUDE  
COMPLETED CERTIFICATIONS,  
IF APPLICABLE,  
WILL BE REJECTED AS NONRESPONSIVE.**

**DEBARMENT AND SUSPENSION CERTIFICATION**

*This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

**Check one box below (and provide explanation if necessary):**

- The Proposer certifies that the Proposer and its principals:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency.
  2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification.
  4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

- The Proposer is unable to certify to all of the statements in this certification and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**BUY AMERICA CERTIFICATION**

*This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

If this Offer is valued in excess of \$150,000 and **involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5)**, the Proposer hereby certifies that it:

- Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661.

**OR**

- Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and **involves the procurement of buses or other rolling stock (including associated equipment)**, the Proposer hereby certifies that it:

- Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11.

**OR**

- Cannot comply with the requirements of 49 § U.S.C. 5323(j) (and 49 CFR § 661.11) but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**LOBBYING CERTIFICATION**

*This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

Per paragraph 2 above, complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

**CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT**

*This certification applies to contracts for the purchase or lease of any bus model that is new or has any major change in configuration or components to be acquired or leased. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

The Proposer certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

The Proposer understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation’s regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the Proposer understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**TRANSIT VEHICLE MANUFACTURER DISADVANTAGED BUSINESS  
ENTERPRISE CERTIFICATION**

*This certificate applies to contracts for the purchase of rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

The Proposer, a Transit Vehicle Manufacturer, hereby certifies that it has complied with the requirements of 49 CFR § 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been **approved** or **is pending approval** by FTA.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION**

*This certificate applies to contracts for the purchase of rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

The Proposer certifies that it shall submit, if awarded the Contract: (1) the manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or  
**(2)** the manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**TAX LIABILITY CERTIFICATION**

*This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.*

The Proposer certifies that:

- 1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
- 3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**APPENDIX 4:**

**FEDERAL TRANSIT ADMINISTRATION PROCUREMENT CHECKLIST**

# City of Watertown



## FTA PROCUREMENT GUIDANCE CHECKLIST

Grantee: City of Watertown, NY  
Operator: Watertown CitiBus

*Each FTA recipient is responsible for managing its programs and projects in compliance with applicable Federal requirements, and the FTA is responsible for ensuring that recipients comply with those requirements. This also applies to each subrecipient, under an FTA grant or cooperative agreement) that enters into contracts with other parties financed with FTA assistance. City of Watertown, as the Designated Recipient of FTA Section funds, must ensure that subrecipients of these funds also comply with those requirements. Each recipient and subrecipient must comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 U.S.C. Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. The following process was developed to assist FTA funded recipients and subrecipients in complying with these federal requirements.*

*The Checklists on the following pages are intended to offer guidance through a procurement process when utilizing federal and state funding; it does not constitute full compliance and local procurement guidelines may supersede federal and state procedures.*

# **Table of Contents:**

STEP 1 – Complete Grantee Information Below

STEP 2 – Complete Solicitation Process to Be Used Below – *Use Rational for Method Procurement Form.*

STEP 3 – Solicitation Development and Submission Requirements

- Method 1 - Required Documentation (OGS Solicitation)
- Method 2 -Required Documentation (Non-Competitive Solicitation)
- Method 3 - Required Documentation (Competitive Solicitation)
- Method 4 - Required Documentation (PIGGYBACK Solicitation)
- Method 5 - Required Documentation (SOLE SOURCE Solicitation)
- Method 6 - Required Documentation (QUALIFICATION BASED - BROOKS ACT)

STEP 4 – Solicitation and Bid Opening Submission Requirements

STEP 5 – Award and Contract Administration Requirements

STEP 6 – Project Closeout and Reimbursement Requirements

“Exhibit I” - Checklist of Required Federal Clauses, Certifications & Other Recommended  
Federal & Contract Requirements

“Exhibit II” - Written Record of Procurement History Best Practices

“Exhibit III” - Evaluation and Selection Criteria

“Exhibit IV” - Full and Open Competition

“Exhibit V” - Vendor Information Form

“Exhibit VI” - Guidance Concerning Good Faith Efforts

# Procurement Management Master Checklist

City of Watertown

## STEP 1 – Complete Grantee Information Below

**Grantee:** City of Watertown, NY CitiBus      **Project ID: Date:** \_\_\_\_\_

PROCUREMENT TYPE		PROJECT DESCRIPTION
<input type="checkbox"/> Professional Services	<input type="checkbox"/> Operations/Management	
<input type="checkbox"/> Architectural	<input type="checkbox"/> Rolling Stock	
<input type="checkbox"/> Engineering	<input type="checkbox"/> Construction	
<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Material & Supplies	

**City of Watertown Contact Person:** \_\_\_\_\_

**Has a Project Manager been assigned:** Y/N If so, what is their name & position \_\_\_\_\_

## STEP 2 – Complete Solicitation Process to Be Used Below

**Solicitation Development** (Choose the solicitation process used from categories below)

- NYSOGS Contract Solicitation**  
*(If the project is not an OGS solicitation select from the non-competitive process below or the competitive process to the right).*
  
- Non-Competitive Solicitation** *Use if a projects cost threshold requires only the acquisition of quotes to satisfy competition.*

- Competitive Solicitation** (Select Below)
- Information for Bid (IFB)
  - Request For Proposal (RFP)
  - Piggyback
  - Sole Source
  - Qualification Based (Brooks Act)
  - Other \_\_\_\_\_

*Based on your solicitation process selected above, continue to “STEP 3” below to assure the required documentation necessary to advance the project is developed, collected and submitted to Purchasing for review and approval.*

**Please Note:**

*It is required that an “Independent Cost Estimate” be performed prior to receiving bids or proposals to improve the reliability of forecasting costs. This can range from a budget estimate, previous purchases from NYS or other transit agencies to a complex estimate based on inspection and review.*

## STEP 3 – Solicitation Development and Submission Requirements

Select the “Method” of acquisition chosen above from the 6 methods below to determine necessary requirements to follow.

**Method 1 - Required Documentation (NYSOGS Adult Bus Contract Solicitations Only)** all required documents are to be submitted to PURCHASING for review and approval prior to project advancement to be eligible for applicable funding.

Requirement	Requirement	Performed?	Requirement	Performed?	
1	Obtain written approval from PURCHASING to purchase off of the NYSOGS Contract.	Yes No _	5	<u>Price/cost Analysis</u> – Perform a price or cost analysis to assure price is reasonable.	Yes No _
2	Contact desired NYSOGS vendor to develop technical specs and cost sheet and submit to PURCHASING for review and approval	Yes No _	6	<u>Copy of contract or purchase order</u> Submit a copy of contract or PO containing all federally required clauses and signed certifications.	Yes No _
3	<u>Excluded Parties List System (EPLS)</u> – Review the Excluded Parties List at, <a href="https://www.sam.gov/">https://www.sam.gov/</a> to assure the contractor hasn’t been declared ineligible from receiving Federal contracts.	Yes No _	7	Was written approval received from PURCHASING to proceed?	Yes No __
4	Review FTA’s TVM website prior to award to verify TVM Certification. Include a printout of the website page (Rolling Stock Procurements only) ( <a href="http://www.fta.dot.gov/civilrights/12891.html">http://www.fta.dot.gov/civilrights/12891.html</a> )	Yes No _ N/A__	8	Develop a Record of Procurement History" to maintain details of a procurement history (see Exhibit II),	Yes No __
<b><u>FOR PURCHASING USE ONLY</u></b>					
Enter Milestones in database Yes No					

Continue to **“STEP 5 – Award and Contract Administration Requirements”**

**Method 2 - Required Documentation (Non-Competitive Solicitation)** all required documents are to be submitted to PURCHASING for review and approval prior to project advancement to be eligible for applicable funding. *(If you are NOT purchasing via the “Non-Competitive Solicitation” process please skip this section and move to the appropriate section above or below).*

- 1) Was an Independent Cost Estimate Performed (required)? Yes \_\_\_ No \_\_\_
- 2) Search the DBE directory to foster small business participation. (Perform search at: <https://www.dot.ny.gov/main/business-center/civil-rights/ucp-directory>) Was this performed? Yes \_\_\_ No \_\_\_
- 3) Obtain and submit three written quotes to PURCHASING, with evidence of a National and DBE search, for review and approval to purchase products or services. Was this performed? Yes \_\_\_ No \_\_\_
- 4) Was written notice of approval received from PURCHASING to proceed with the project solicitation? Yes \_\_\_ No \_\_\_
- 5) A "Written Record of Procurement History" is required of grantees to maintain details of a procurement history (see Exhibit II), was this file created? Yes \_\_\_ No \_\_\_
- 6) Enter Milestones in database 

FOR PURCHASING USE ONLY	Yes	No
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- 7) Continue to **“STEP 4 (question 8) – Solicitation and Bid Opening Submission Requirements”**

**Method 3 - Required Documentation (Competitive Solicitation)** all required documents are to be submitted to PURCHASING for review and approval prior to project advancement to be eligible for applicable funding. *(If you are NOT purchasing via the “Competitive Solicitation” process skip this section and move to the appropriate section above or below).*

- 1) Was an Independent Cost Estimate Performed (required)? Yes \_\_\_ No \_\_\_
- 2) Submit final version of Solicitation and Specification Development Package to PURCHASING for review and approval prior to project advancement

**The solicitation package should contain at minimum the following content**

- a) Project Scope and Technical Specifications Yes \_\_\_ No \_\_\_
- b) Written Standards of Conduct and Conflicts of Interest Yes \_\_\_ No \_\_\_
- c) Contract Term Limitations (e.g. 5yr limit for Rolling Stock contracts) Yes \_\_\_ No \_\_\_
- d) Evaluation and Selection Criteria, (see Exhibit III) Yes \_\_\_ No \_\_\_
- e) Include written DBE Requirements to foster small business participation. Yes \_\_\_ No \_\_\_  
*Search the NY State Unified Certification Program to assess qualified DBE's to send a solicitation too, at <https://www.dot.ny.gov/main/business-center/civil-rights/ucp-directory>*
- f) Assignability Rights Yes \_\_\_ No \_\_\_
- g) Protest and Appeals Process Yes \_\_\_ No \_\_\_
- h) Model Contract Yes \_\_\_ No \_\_\_

**Federal Requirements**

- Are required Federal Clauses and Certification attached? Yes \_\_\_ No \_\_\_

*One of the principles of contracting with Federal funds received directly or indirectly from FTA is a recognition that, as a condition of receiving the funds, certain specific Federal requirements must be met not only by the recipient of the funds (the grantee) but also by sub recipients and a grantee's third party contractors. The Federal requirements to be met by the grantee's third party contractors will be defined by the clauses and certifications included in the grantee's third party contracts. See “Exhibit I” for comprehensive checklist of required federal clauses & certifications.*

**State Requirements**

- Are required State Clauses and Certification attached? Yes \_\_\_ No \_\_\_

*Procurements utilizing New York State funds must contain applicable State clauses and certifications. PURCHASING will provide the latest requirements to the grantee for inclusion in the solicitation package.*

- 3) Was the final version of the Solicitation and Specification Development Package submitted to PURCHASING for review and approval? Yes \_\_\_ No \_\_\_
- 4) Was written notice of approval received from PURCHASING to proceed with the project solicitation? Yes \_\_\_ No \_\_\_
- 5) A "Written Record of Procurement History" is required of grantees to maintain details of a

procurement history (see Exhibit II), was this file created?

Yes \_\_\_ No \_\_\_

6) Enter Milestones in database

FOR PURCHASING USE ONLY Yes \_\_\_ No \_\_\_

7) Continue to **“STEP 4 – Solicitation and Bid Opening Submission Requirements”**

**Method 4 - Required Documentation (PIGGYBACK Solicitation)** *Your Agency may be able to take advantage of existing contracts awarded by other governmental entities for goods/services which you currently need. This practice is called “piggybacking.” Required documents are to be submitted to PURCHASING for review and approval prior to project advancement to be eligible for applicable funding. (If you are NOT purchasing via the “PIGGYBACK” process please skip this section and move to the appropriate section above or below).*

- 1) Was an Independent Cost Estimate Performed (required)? Yes \_\_\_ No \_\_\_
- 2) Request in writing to the contracting agency the right to piggyback of the existing contract. Was a written request sent to the contracting agency? Yes \_\_\_ No \_\_\_
- 3) Obtain written approval from contracting agency for rights to piggyback of the existing contract. Was written approval received from contracting agency? Yes \_\_\_ No \_\_\_
- 4) Obtain and review from original contracting agency, the original contract, and review for compliance with federal procurement requirements as stated below.
  - a) Was Procurement Competitively Procured? Yes \_\_\_ No \_\_\_
  - b) Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America requirements? Yes \_\_\_ No \_\_\_
  - c) Does the solicitation contain an express "assignability" clause that provides for the assignment of the specified deliverables? Yes \_\_\_ No \_\_\_
  - d) Did it include the signed "certifications" required? See “Exhibit 1”. Yes \_\_\_ No \_\_\_
  - e) Did it contain the clauses required by FTA and other Federal regulations? See “Exhibit 1”. Yes \_\_\_ No \_\_\_
  - f) Were the piggyback quantities (including indefinite quantity) included in the original solicitation; and were they evaluated as part of the contract award decision? Yes \_\_\_ No \_\_\_
  - g) If an indefinite quantity contract, did the original solicitation/contract contain minimum and maximum quantity/value, and represent the foreseeable needs? Yes \_\_\_ No \_\_\_
  - h) If this piggybacking action represents the exercise of an option, is it still valid? Yes \_\_\_ No \_\_\_
  - i) Does State law allow for the procedures used by original contracting agency? Yes \_\_\_ No \_\_\_
  - j) Was a cost/price analysis performed by the original contracting agency? Yes \_\_\_ No \_\_\_
  - k) Does the contract meet FTA term limitations (i.e.: 5yr for rolling stock)? Yes \_\_\_ No \_\_\_
  - l) Was there a proper evaluation of the bids or proposals? Yes \_\_\_ No \_\_\_
  - m) If changes are required to deliverables, are they within scope of the contract. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 5) Was a copy of the original contract obtained? Yes \_\_\_ No \_\_\_
- 6) Were you able to answer yes or N/A to the 13 points of number 4 above? Yes \_\_\_ No \_\_\_
- 7) Have you checked SAM.GOV and any “Excluded Parties List System” (EPLS) to assure the contractor hasn’t been declared ineligible from receiving Federal contracts? Yes \_\_\_ No \_\_\_
- 8) All piggyback acquisitions require a new municipal/vendor contract be established, including the required federal clauses and certifications. Is there a new municipal/vendor contract? Yes \_\_\_ No \_\_\_
- 9) Was there a current “Price/Cost Analysis performed? Yes \_\_\_ No \_\_\_
- 10) Was new “Buy America” pre-award/post-delivery audits done, if applicable, to ensure nothing has changed since the original award? Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 11) Was the full draft procurement package forwarded to PURCHASING and was written approval received from PURCHASING to proceed? Yes \_\_\_ No \_\_\_
- 12) A "Written Record of Procurement History" is required of grantees to maintain details of a procurement history (see Exhibit II), was this file created? Yes \_\_\_ No \_\_\_
- 13) Enter Milestones in database

FOR PURCHASING USE ONLY Yes \_\_\_ No \_\_\_

14) Continue to **“STEP 4 – Solicitation and Bid Opening Submission Requirements”**

**Method 5 - Required Documentation (SOLE SOURCE Solicitation)** *When the recipient requires supplies or services available from only one source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. Subsequently, when the recipient requires an existing contractor/worker to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award. These scenarios must be justified in writing and supported with evaluation of continuing best value.*

*The determination of unique capability or availability of property or services from one source will be a consideration if one of the conditions described below are present and justified.*

**CONDITIONS:**

1. **Unique or Innovative Concept.** The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, and has not in the past been available to the recipient from another source.
2. **Patents or Restricted Data Rights.** Patent or data rights restrictions preclude competition.
3. **Substantial Duplication Costs.** In the case of a follow-on contract for the continued development or production of highly specialized services, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
4. **Unacceptable Delay.** In the case of a follow-on contract for the continued development or production of a highly specialized service, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient’s needs.

**Sole Source Justification Checklist**

*The development of a Sole Source justification should be well documented and have several supporting components to it and have met one or more of the above conditions.*

*Justification should contain at minimum the following checklist credentials:*

- Justification** – Why items/services to be purchased or performed are available only from a single source.
- Business Rational** – Reason for acquiring items or services and their applicability to the project.
- Alternative Evaluation** – Narrative of sole source preference verses performing a re-solicitation and award.
- Cost/Price Analysis** – A cost/price analysis is necessary for all sole source procurements to assure continued best value is being sought.
- Reasonableness of Price** – Narrative of reasonable of price, demonstrating the level of work being performed is a prudent use of resources.
- Certification** – Administrative sign-off on the justification in support of all documentation having been reviewed and approved.
- Scope of Services** – Attach a current “Scope of Services” pertaining to the sole source award.

- 1) Has at least one (1) of the four (4) conditions above been met? Yes \_\_\_ No \_\_\_
- 2) Has a justification been submitted to PURCHASING for review? Yes \_\_\_ No \_\_\_
- 3) Was written approval received from PURCHASING to proceed? Yes \_\_\_ No \_\_\_
- 4) A "Written Record of Procurement History" is required of grantees to maintain details of a procurement history (see Exhibit II), was this file created? Yes \_\_\_ No \_\_\_
- 5) Enter Milestones in database 

FOR PURCHASING USE ONLY
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 Yes \_\_\_ No \_\_\_

6) Continue to **“STEP 4 – Solicitation and Bid Opening Submission Requirements”**

**Method 6 - Required Documentation (QUALIFICATION BASED - BROOKS ACT)**

*For applicable projects related to or leading to construction, an FTA recipient must use the qualifications-based procurement procedures (Brooks Act procedures) when contracting for A&E services and other services including program and construction management, feasibility studies, preliminary engineering, design, architectural, surveying, mapping, or related services.*

*Not all projects involving construction require qualifications-based procurement procedures such as: end products used in construction, design of message signs, signals, movable barriers, intelligent transportation system (ITS) projects, and actual construction. Whether qualifications-based procurement procedures are necessary depends on the actual services.*

**Qualifications-Based Procurement Procedures** - *The following procedures apply to qualifications-based procurements:*

1. Qualifications - Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror’s qualifications are evaluated to determine contract award.
2. Price - Price is excluded as an evaluation factor.
3. Most Qualified - Negotiations are first conducted with only the most qualified offeror.
4. Next Most Qualified - Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror.

**Applicability to Design-Bid-Build and Design-Build Procurements**

Design-Bid-Build - The design-bid-build procurement method requires separate contracts for design services and for construction.

1. Design Services - For design services, the recipient must use qualifications-based procurement procedures, in compliance with applicable Federal, State and local law.
2. Construction - Because the recipient may not use qualifications-based procurement procedures for the actual construction, alteration or repair of real property, the recipient generally must use competitive procedures for the construction.

Design-Build - The design-build procurement method consists of contracting for design and construction simultaneously with contract award to a single contractor or team.

1. Procurement Method Determined by Value - First separate out the various activities into design or construction costs, and then calculate the estimated total value of each.
2. Construction Predominant - When construction costs are predominant use competitive negotiations or sealed bids for the entire procurement unless determines otherwise in writing.
3. Design Services Predominant - When design costs are predominant use qualifications-based procurements for the entire procurement.

4. Enter Milestones in database 

FOR PURCHASING USE ONLY	Yes	No
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5. Continue to **“STEP 4 – Solicitation and Bid Opening Submission Requirements”**

**STEP 4 – Solicitation and Bid Opening Submission Requirements**

The solicitation and BID Opening phase encompasses the Advertising, Opening, Review, Analysis, and the Selection processes of competitive and non-competitive procurements. Detailed and comprehensive execution of this phase can help avoid conflicts that could result in delay or possibly even a re-bid of the entire project. Opportunity for clarification of Solicitation Documents may be necessary. A process to address any potential questions should be offered well in advance of the submission deadline.

Examination of all proposals received for responsiveness to all corresponding instructions, forms, terms and specifications contained in the solicitation is necessary to provide a proper evaluation. Failure to do so may affect the evaluation of the Bid.

The Checklist below is intended to offer guidance through the opening and review phase if a solicitation/bid was performed utilizing federal funding, it does not constitute full compliance. State and local procurement guidelines may supersede federal practices and should be reviewed for further compliance requirements.

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*All required documents are to be submitted to PURCHASING for review and approval prior to project advancement to be eligible for applicable funding. If your purchase is off the NY State OGS Adult Bus Contract please skip to Step 5, all other NY State OGS purchases must complete all questions.*

- 1) Advertisement of the solicitation without geographic preference, except in A/E under certain circumstances is required.  
*PURCHASING will require documented proof this was performed.  
For further information on geographic preference please see Exhibit IV.  
Was this project advertised without geographic preference?* Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 2) Approved Equals/Request for Clarifications process. *See Exhibit IV for more on approved equal's process. Was an approved equal's process documented?* Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 3) Pre-Bid Meeting - Communicating with potential contractors through pre-bid conferences is a good way to control costs and minimize claims. The grantee "should" post and make the materials distributed and discussed at the conference available to the potential offeror, upon request.  
*Was a Pre-Bid Meeting held?  
If so, was all material and discussions posted and made available?* Yes \_\_\_ No \_\_\_ N/A \_\_\_  
Yes \_\_\_ No \_\_\_
- 4) Bid opening and recording - The opening of bids are public events and open to the general public. The bids are opened at a specified time and recorded on a document called an Abstract of Bids and this document is available for public inspection after completion. *Was a Bid Opening and Recording performed?* Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 5) Review of all request for proposals in accordance with selection criteria – *Were all proposals evaluated based on established Evaluation and Selection Criteria (see Exhibit III) set forth in the solicitation for responsiveness?* Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 6) Disadvantaged Business Enterprises opportunities (DBE)- *Were all proposals evaluated to determine if a "Good Faith Effort" to involve DBE's and documentation provided? (See Exhibit VI)* Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 7) Tabulation of Bids/Proposals – Document in a tabular format all bids/proposals including selection criteria, responsibility determination and grading. *Was the process of tabulating all bid/proposals performed?* Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 8) Cost or Price Analysis - A cost or price analysis is required for every contract and every change order so that the essential objective of a reasonable price is assured. *Was a cost/price analysis performed?* Yes \_\_\_ No \_\_\_
- 9) SAMS.GOV or any Excluded Parties List System (EPLS) – Review of the Excluded Parties List at, <https://www.sam.gov/> must be performed for all solicitations to assure the contractor hasn't been declared ineligible from receiving Federal contracts.  
*Was this process performed and a copy printed?* Yes \_\_\_ No \_\_\_

*Continued: Solicitation and Bid Opening Submission Requirements*

- 10) Review FTA's TVM website (<http://www.fta.dot.gov/civilrights/12891.html>) prior to bid

award to verify TVM Certification. Include a print out of the website page with bid documentation. Was this process performed and a copy printed and submitted? Yes \_\_\_ No \_\_\_ N/A \_\_\_

11) Award Selection and Justification - The potential winning vendor selected, based on evaluation criteria to offer a contract to must be supported with documented justification explaining the decision. If procurement was low bid, provide justification if award is to be to someone other than lowest bidder. *Was this process performed?* Yes \_\_\_ No \_\_\_

12) Formal Protests - Were any filed? (if your answer is no move onto number 13)  
If you answered yes, has PURCHASING received all documentation? Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_

13) Draft copy of proposed Contract – A draft copy of a contract should be developed, containing all federally required clauses and certifications for review prior to actual contract being entering into. *Was this process performed?* Yes \_\_\_ No \_\_\_

14) Provide copies of all documentation gathered and prepared in steps 1-13 above to PURCHASING for review and approval. Proceeding to contract award prior to approval can render the project ineligible for funding. Has all documentation been submitted to PURCHASING for review? Yes \_\_\_ No \_\_\_

15) Was written approval received from PURCHASING to proceed? Yes \_\_\_ No \_\_\_

16) Has all documentation gathered above been placed in the "Written Record of Procurement History" files? Yes \_\_\_ No \_\_\_

17) Enter Milestones in database 

FOR PURCHASING USE ONLY	Yes	No
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18) Continue to **“STEP 5 – Award and Contract Administration Requirements”**

## STEP 5 – Award and Contract Administration Requirements

The Project Award and Contract Administration phase encompasses the contract development, contract award, and order to precede portion of procurement. Clarity of work task expectations spelled out within the contract can help avoid conflicts that could result in delay of the project. Some example expectations include: expected milestones and benchmarks, processes for change orders, and chain of command to be followed.

The Checklist below is intended to offer guidance through the Award and Contract Administration phase if a solicitation/bid was performed utilizing federal funding, it does not constitute full compliance. State and local procurement guidelines may supersede federal practices and should be reviewed for further compliance requirements.

1) Award contract, adhering to applicable contract term limitations.  
Was a correspondence for contract award performed? Yes \_\_\_ No \_\_\_

2) Finalize Contract w/appropriate clauses & certifications. Was this Performed? Yes \_\_\_ No \_\_\_

3) Complete Background Check and Secure Bonds and Insurance as required. Was this Performed?  
– ***Utilize the Determination of Responsibility Form*** Yes \_\_\_ No \_\_\_ N/A \_\_\_

4) Develop milestones and closeout procedures. Was this Performed? Yes \_\_\_ No \_\_\_

5) Awarded Vendor Information – Provide information on “Exhibit V” “Vendor Information Form” including name, address, phone, fax, email, web, Federal ID, DUNS number, contract amount, force account and DBE/WMBE status. Was “Exhibit” V submitted to PURCHASING for review? Yes \_\_\_ No \_\_\_

6) Submitted documentation to PURCHASING for review and approval. Yes \_\_\_ No \_\_\_

7) Written order to Proceed, upon approval from PURCHASING. Was this Performed? Yes \_\_\_ No \_\_\_

8) Change Orders will require approval before project can proceed further.  
a. *Were there any “Change Orders”?* Yes \_\_\_ No \_\_\_

b. *Did all change orders receive approval to proceed in writing?* Yes \_\_\_ No \_\_\_

c. *Did a Price/Cost Analysis accompany all change orders?* Yes \_\_\_ No \_\_\_

9) Submit all documentation gathered above to PURCHASING and place in the "Written Record of Procurement History" file? Yes \_\_\_ No \_\_\_

10) Project management plan Yes \_\_\_ No \_\_\_

11) Enter Vendor data and Milestones in database 

FOR PURCHASING USE ONLY	Yes	No
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12) Continue to **“STEP 6 – Project Closeout and Reimbursement Requirements”**

## STEP 6 – Project Closeout and Reimbursement Requirements

A completed contract is one that is both *physically* and *administratively* complete. The eventual request for reimbursement will

hinge on close-out having occurred in its entirety. A contract is physically complete only after all deliverable items and services called for under the contract have been delivered and accepted by the grantee. A contract is administratively complete when all payments have been made and all administrative actions accomplished. The steps that must be completed to close out a contract will depend upon the type and/or nature of the contract.

The closeout of routine purchase orders or contracts will need to ensure that all acquisitions have been inspected and accepted in conformance with the purchase order/contract specifications. An inspection/acceptance form should be in the file attesting to the contractor's delivery of all contract end items, including any descriptive literature or warranty documentation. There must also be documentation attesting to final payment by the accounts payable department.

Non-routine contracts for services, construction, rolling stock, etc. - Contracts for personal services, complex equipment, construction, and other one-of-kind items will require a number of steps to affect an administrative closeout. Major elements of the closeout process, and related documentation, might include:

- |   |  |                         |     |    |
|---|--|-------------------------|-----|----|
| 1. Has resolution of all contract changes, claims, and final quantities to be delivered taken place?  | Yes ___ No ___   |                         |     |    |
| 2. Has settlement of all prime and subcontracts as well as any retainage taken place?   | Yes ___ No ___   |                         |     |    |
| 3. Have all post-delivery inspections been performed and documented as acceptable?  | Yes ___ No ___ N/A ___   |                         |     |    |
| 4. Have all post-delivery certifications, as applicable, been signed, received and documented, including post-delivery buy America requirements?  | Yes ___ No ___ N/A ___   |                         |     |    |
| 5. Did submittal of all required documentation (final reports, lease & service agreements, maintenance policy and plans, etc.) take place?  | Yes ___ No ___   |                         |     |    |
| 6. Have all cancelled checks, electronic transfers, project invoice(s), signed agreements and certifications been submitted to PURCHASING for review and final approval of project close-out? | Yes ___ No ___   |                         |     |    |
| 7. Enter Milestones in database   | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">FOR PURCHASING USE ONLY</td> <td style="padding: 2px;">Yes</td> <td style="padding: 2px;">No</td> </tr> </table> | FOR PURCHASING USE ONLY | Yes | No |
| FOR PURCHASING USE ONLY   | Yes  | No                      |     |    |

**Important information:**

*Record Retention - The Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Project as the Federal Government may require during the course of the Project and for three years thereafter.*

*Access to Records of Recipients and Subrecipients - Upon request, the Recipient agrees to permit and require its Subrecipients to permit the Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the State, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its Subrecipient pertaining to the Project.*

*Project Closeout - Project closeout does not alter these reporting and record retention requirements.*



## **“Exhibit II”**

### *Written Record of Procurement History Best Practices*

Many procurement reviews may find few problems with the fundamental decisions leading to the results of procurement but may reach negative conclusions and unwanted recommendations due to well considered decisions not being well documented. Stating briefly why a decision was made may help you and your agency, as well as satisfy the requirements of applicable third-party contracting requirements.

Where appropriate, the procurement documentation file should contain<sup>1</sup>:

- Purchase request, acquisition planning information, and other pre-solicitation documents;
- Evidence of availability of funds;
- Rationale for the method of procurement (negotiations, formal advertising);
- List of sources solicited;
- Independent cost estimate;
- Statement of work/scope of services;
- Copies of published notices of proposed contract action;
- Copy of the solicitation (without geographic preference), all addenda, and amendments;
- Liquidated damages determination;
- An abstract of each offer or quote;
- Contractor's contingent fee representation and other certifications and representations;
- Source selection documentation;
- Contracting Officer's determination of contractor responsiveness and responsibility; Background check completed and Determination of Responsibility Form Completed.
- Cost or pricing data;
- Determination that price is fair and reasonable including an analysis of the cost and price data, required internal approvals for award;
- Notice of award;
- Notice to unsuccessful bidders or offerors and record of any debriefing;
- Record of any protest;
- Bid, Performance, Payment, or other bond documents, and notices to sureties;
- Required insurance documents, if any; and
- Notice to proceed.

Purchase order forms (electronic or manual) and standard files for small purchases can be designed to make the recording of most of the relevant data for small purchases automatic. Bid and proposal files, particularly if you use sealed bids under \$100,000 can also be standardized to facilitate recording the appropriate data. For larger procurements, there are often memoranda or correspondence that, if assembled in the file, addresses many of the key issues.

The procurement file and the contract administration file can be coordinated by standard practice, so that nothing between bid opening and notice of award is omitted.

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<sup>1</sup> FTA Best Practices Procurement Manual, 2.4 Source Selection Plan, 2.4.1 (file documentation)

**“Exhibit III”**  
*Evaluation and Selection Criteria*

PURPOSE

The required feature that principally distinguishes an RFP from an IFB is the listing of evaluation factors. These factors typically include responsibility factors (financial, human, and physical capacity to perform), and technical factors (ability to perform based on information submitted and the relative qualifications of the proposer's personnel).

Some criteria also list order of importance, weighting and the scoring methods use in selection. For instance, in the case of Qualification-Based procurements the elimination of cost as being a deciding factor emphasized the importance of writing to technical, educational and experience skillsets.

The purposes for disclosing of the evaluation process are so that:

- Offerors can more accurately respond to your needs; and
- Clearly present the information you need to conduct your evaluation; and

The competitive proposal process involves a subjective evaluation process and discussions that are typically confidential. Acceptance by the public and dissatisfied offerors is more likely if the evaluation and selection process is well documented.

---

The following is a listing of elements commonly found in the competitive proposal method of procurement.

- 1) *Technical and cost proposal may be requested under separate cover so that they may be evaluated, frequently by separate staff. Where the appearance of technical objectivity is important, it is a better practice to initially evaluate the technical proposals without knowledge of costs, so that an objective and impartial evaluation can be obtained;*
- 2) *The evaluation factors<sup>2</sup> to be considered (past performance, technical criteria, key personnel, education and experience, cost, and relative importance) in the award are identified in the RFP along with the relative importance of each. While this requires only the ranking of the factors without quantifying the importance or describing the process for applying the factors to proposals, some agencies disclose their selection process in detail. (Disclosing the specific weights and scoring processes may encourage proposers to distort their proposals, and may strengthen the disappointed proposer's attack on the agency decision);*
- 3) *Provide a full description of the process to be undertaken to guide proposers in a strong understanding your needs. This can also strengthen the impartiality of your evaluation team, encourages openness in a negotiation process, and encourage.*
- 4) *Notify prospective offerors that award may be made on the basis of initial proposals submitted without any negotiations or discussions. This clearly states the initial proposal should be their best effort.*

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<sup>2</sup> FTA Best Practices Procurement Manual, 4.5.2 Evaluation of Proposals

**“Exhibit IV”**  
*Full and Open Competition*

REQUIREMENT

The Federal Transit Administration requires all procurements to be conducted in a manner providing for full and open competition. This requirement limits the use of noncompetitive contract awards to those situations when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of several specifically named circumstances are present. Thus, contracts with a value of more than \$100,000 shall be awarded by sealed bid or competitive negotiation unless there is an explicit exception.

The FTA considers the following practices to be restrictive of competition<sup>3</sup>:

- Unreasonable requirements placed on firms in order for them to qualify to do business;
- Unnecessary experience and excessive bonding requirements;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive awards to any person or firm on retainer contracts;
- Restrictive use of brand names<sup>4</sup>;
- Any arbitrary action in the procurement process;
- Geographic preferences<sup>5</sup>;
- Organizational Conflicts of Interest; and
- Prohibitive or restrictive type contracts.

*<sup>4</sup>Brand Names - A name of a product or service that is limited to the product or service produced or controlled by one private entity or by a closed group of private entities. Brand names may include trademarks, manufacturer names, or model names or numbers that are associated with only one manufacturer. The FTA considers use of brand names restrictive without opportunity for an Approved Equals process (an item or service which has been approved by the procuring agency as equal to the brand name item originally specified).*

*<sup>5</sup>Prohibition Against Geographic Preferences - Grantees shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.*

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<sup>3</sup> Federal Transit Administration (FTA) Federal Circular 4220.1F, Chapter VI(2)

**“Exhibit V”**  
*Vendor Information Form*

**INSTRUCTIONS FOR COMPLETING THE VENDOR INFORMATION FORM**

After selection of the vendor chosen to award the contract to, please complete the "Vendor Information Form" below and attach documentation of the “Good Faith Efforts” performed to engage DBE’s and WMBE’s in the solicitation. Once complete please return to your PURCHASING procurement representative for processing. Failure to return this form complete, with documentation of the “Good Faith Efforts, will delay approval to award the contract.

**Step 1 - Complete the form**

Enter the vendor’s information on the form below. All information must be provided before approval to award will be given. If force account is not used enter \$0. Incomplete forms will be returned.

**Step 2 – Form Submission**

After completing this form, please submit by mail directly to:

Office of Integrated Modal Services  
 Public Transportation Bureau – Procurement Section  
 50 Wolf Road, POD 54  
 Albany, NY 12232

If by Fax: (518) 485-7563, or you may email the form directly to your procurement representative.

Vendor Information Form

VENDOR NAME	<b>Empire Bus Sales LLC</b>				
VENDOR ADDRESS	<b>3050 Lake Road</b>				
CITY	Horseheads	STATE	NY	ZIP CODE	14845
PHONE	607-767-4295		FAX	607-733-4824	
EMAIL ADDRESS	rm@empirebus.com		WEB ADDRESS	Empirebus.com	
FEDERAL ID NUMBER	20-4684842		DUNS NUMBER		
CONTRACT AMOUNT	\$442,709.00		FORCE ACCOUNT	\$	
DBE STATUS	YES <input type="checkbox"/>	NO <input type="checkbox"/>	WMBE STATUS	YES <input type="checkbox"/>	NO <input type="checkbox"/>
GOOD FAITH EFFORTS <b>REQUIRED</b> <i>(Attach required documentation to this form)</i>	Documentation of the good faith efforts performed to reach out to DBE’s and WMBE’s is required regardless of awarded. Please use “ <u>Exhibit VI</u> ” below for guidance in providing this required documentation. Was this performed?			YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

## **“Exhibit VI”**

### *Guidance Concerning Good Faith Efforts*

Good Faith Efforts procedures<sup>i</sup> must be documented on contracts utilizing federal funds that have an established DBE goal. Award requires a bidder/offeror be able to show good faith efforts were performed to meet the goal. A good faith effort is defined as one where the bidder:

1. *Documents that it has obtained enough DBE participation to meet the goal; or*
2. *Documents adequate good faith efforts, even though it did not meet the goal.*

This appendix “Guidance Concerning Good Faith Efforts” provides grantees with suggested types of actions they should perform/document to demonstrate good faith efforts.

These efforts must be active steps, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE participation goal. Good Faith Efforts require that the bidder consider all qualified DBEs, who express an interest in performing work under the contract. This means that the bidder cannot reject a DBE as unqualified unless the bidder has sound reasons based on a thorough investigation of the DBE’s capabilities. Further, the DBE’s standing within its industry, membership in specific groups, organizations or associations and political or social affiliation (for example, union vs. non-union employee status) is not legitimate causes for the rejection or non-solicitation of bids in the Contractor’s efforts to meet the contract DBE participation goal.

The following, which is not all inclusive, list types of actions which indicate good faith efforts on the part of a bidder to meet the DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a bid and the type of contract.

1. *Attendance at a pre-bid meeting, if any, scheduled to inform DBEs of subcontracting opportunities under a given solicitation.*
2. *Advertisement in general circulation media, trade association publications, and minority-focus media.*
3. *Written notification to capable DBEs that their interest in the contract is solicited.*
4. *Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:*
  - a. *The names, addresses, and telephone numbers of DBEs contacted and the date.*
  - b. *A description of the information provided to DBEs.*
  - c. *A statement explaining why additional agreements with DBEs were not reached.*
5. *For DBE bidders contacted but rejected as unqualified, the reason for that conclusion.*
6. *Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder.*
7. *Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.*
8. *Documentation that the bidder has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.*
9. *Evidence that adequate information was provided to DBEs about the plans, specifications and requirements of the contract, and that information was communicated in a timely manner.*
10. *Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.*

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<sup>i</sup> Best Practices Procurement Manual, 7.3.5.4 “Good Faith Efforts to Meet Contract Goals”

Res No. 2

January 20, 2026

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Approving Agreement Between the City of Watertown and State of New York, Unified Court System

Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor emergency repairs to the facilities.

On October 16, 2023, the City Council approved entering into a five-year Agreement with the New York State Unified Court Systems for the period April 1, 2023 through March 31, 2028.

Attached is an Agreement which provides the City of Watertown with reimbursement under the Court Cleaning and Minor Repairs Program for services and space provided to City Court. The period of the agreement is April 1, 2025 through March 31, 2026.

The proposed budget for services rendered under the terms of the contract period is \$55,399. A detailed copy of the budget request is attached for City Council review.

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

# RESOLUTION

Page 1 of 1

Approving Agreement Between the City of Watertown and State of New York, Unified Court System

Council Member GARRABRANT, Shane A.  
 Council Member KIMBALL, Robert O.  
 Council Member OSBORNE Jr, Douglas E.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.  
 Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS the City of Watertown is required by law to furnish and maintain adequate court facilities for use by Trial Courts of the State of New York, and

WHEREAS Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of court facilities and performance of minor repairs therein, and with the ability to cover the cost thereof, and

WHEREAS Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor emergency repairs thereof,

NOW THEREFORE BE IT RESOLVED that the City Manager is hereby authorized and directed to execute this Annual Renewal Letter the budget incorporated as Appendix B on behalf of the City of Watertown.

**Seconded by** \_\_\_\_\_



STATE OF NEW YORK  
**UNIFIED COURT SYSTEM**  
**FIFTH JUDICIAL DISTRICT**  
DISTRICT ADMINISTRATIVE OFFICE  
600 S. STATE STREET, 3<sup>RD</sup> FLOOR  
SYRACUSE, NEW YORK 13202  
(315) 671-2111  
FAX: (315) 671-1175

**JOSEPH A. ZAYAS**  
Chief Administrative Judge

**NORMAN ST. GEORGE**  
First Deputy Chief Administrative Judge

**JAMES P. MURPHY**  
Deputy Chief Administrative Judge  
Courts Outside New York City

**DEBORAH H. KARALUNAS**  
Justice of Supreme Court  
Fifth Judicial District  
Administrative Judge

**DONALD C. DOERR, ESQ.**  
District Executive

**JOELLE M. DOUGHERTY**  
Deputy District Executive

January 5, 2026

Eric Wagenaar, City Manager  
City of Watertown  
245 Washington Street  
Watertown, NY 13601

**Re: Agreement between UCS and the City of Watertown  
For Court Cleaning and Minor Repairs (Contract No. C300534)  
Annual Renewal Letter and Budget (Appendix B) for SFY 2025-2026**

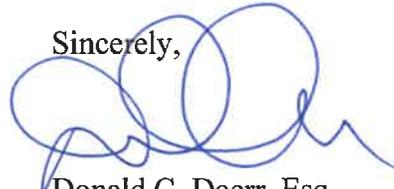
Dear Mr. Wagenaar:

Please be advised that pursuant to Section I of the existing contract between the Unified Court System and the City of Watertown, we are hereby establishing a renewal period in the five-year term of this agreement. Said renewal period shall commence on April 1, 2025 and shall terminate on March 31, 2026. During this 2025-2026 renewal period, all terms and conditions of the above referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2025-2026 period shall be \$55,399. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2025-2026 period shall be 100% of that amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's. The signatures below shall confirm acceptance of this renewal by the City of Watertown and by the UCS.

Accordingly, the original of this letter should be signed by an authorized representative of the City of Watertown, and the corresponding acknowledgment page should be notarized. Two sets of the signed original letter together with the related documents should be returned to this office.

Thank you.

Sincerely,  
  
Donald C. Doerr, Esq.  
District Executive

Accepted for: City of Watertown

Accepted for: Unified Court System

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Eric Wagenaar  
City Manager

---

Maureen McAlary  
Director, Division of Financial Management

Dated:

Dated:

Attachments

**ACKNOWLEDGMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, 2026, personally came Eric Wagenaar, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, that he/she is the City Manager of the City of Watertown, the municipality described in and which executed the above instrument; and that he/she is authorized to execute the above instrument on behalf of said municipality.

\_\_\_\_\_  
**NOTARY PUBLIC**

**Unified Court System  
 Court Cleaning and Minor Repairs Proposed Budget Form  
 (Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)**

State Fiscal Year: April 1, 2025- March 31, 2026 (Budget)

Name of County or City: Watertown City

List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Building Net Usable Square Feet	Total Net Usable Sq. Ft.	Court Spaces to be Cleaned and Repaired Pursuant to this Budget Court Related	Ald Eligible Percentage
Municipal Building 245 Washington Street Watertown, NY 13601	Owned	30,072	7,663		25%
Combined		30,072	7,663		25%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization: Name and Address of Affected Building(s)	Nature of Changes	Target Date

**1 Cleaning Costs:**  
**1(a) Service Contracts**

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1						
2						
3						
4						
5						
6						
<b>1(a) Subtotal:</b>						<b>\$0</b>

**1(b) Local Payroll**

No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
7	Municipal Bldg	\$45,000	\$25,000	\$70,000	25%	\$17,500
8						
9						
10						
11						
12						
<b>1(b) Subtotal:</b>						<b>\$17,500</b>

**1(c) Supplies and Equipment**

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
13 Cleaning Supplies	Municipal Bldg	1	\$8,100	25%	\$2,025
14					
15					
16					
17					
18					
<b>1(c) Subtotal:</b>					<b>\$2,025</b>

**1(d) - Total Cleaning Costs (1a+1b+1c):**

<b>\$19,525</b>
-----------------

**2** Trash Removal and Disposal  
**2(a)** Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19	City Dept. Public Works	Municipal Bldg	1	\$5,000	25%	\$1,250
20						
21						
22						
23						
<b>2(a) Total:</b>						<b>\$1,250</b>

**2(b)** Trash Disposal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
24						
25						
26						
27						
28						
<b>2(b) Total:</b>						<b>\$0</b>
<b>2(c) - Total Trash Removal &amp; Disposal (2a+2b):</b>						<b>\$1,250</b>

**3** HVAC Cleaning Costs  
**3(a)** Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29						
30						
31						
32						
33						
34						
<b>3(a) Subtotal:</b>						<b>\$0</b>

**3(b) Duct Work Cleaning and Filter Changing by Local Payroll**

No. of Positions	Building	Annual Wages	Fringe Benefits	Personal Service Costs	Aid Eligible Percentage	Budget Request
35						
36						
37						
38						
39						
40						
<b>3(b) Subtotal:</b>						<b>\$0</b>

**3(c) Filter Changing - Filters Only**

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
42					
43					
44					
45					
46					
<b>3(c) Subtotal:</b>					<b>\$150</b>

**3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c):** 3(d)

**\$150**

**4 GRAND TOTAL - ALL "CLEANING COSTS":**

**Grand Total Boxes 1d + 2c + 3d: 4**

**\$20,925**

5 Proposed "Tenant" Work

Use the following codes:

- a - Flooring and Carpeting
- b - Painting
- c - Interior Ceilings
- d - Bathrooms
- e - Fixtures
- f - Minor Renovation
- g - Other (Identify)

Work to be Performed:

Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47	ABF Paint & Carpet Program					\$20,000	100%	\$20,000
48								
49								
50								
51								
52								
53								
54								
55								
56								
57								
<b>Total (5):</b>								<b>\$20,000</b>

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**  
(Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$40,925**

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring
- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

Code	Contractor	Type	Work Performed	Building	Contract		Aid Eligible Percentage	Budget Request
					Amounts for Budget Period	Period		
58	Elevatitt		Elevator maintenance	Municipal Building	\$3,700		25%	\$925
59	Hyde Stone		Mech/HVAC maint.	Municipal Building	\$11,000		25%	\$2,750
60	Doyle Security System		Alarm system	Municipal Building	\$2,000		25%	\$500
61	Seimens		Boiler maintenance	Municipal Building	\$12,175		25%	\$3,044
62	Kraft Power		Generator maintenance	Municipal Building	\$500		25%	\$125
63	Avaya		Telephone maintenance	Municipal Building	\$0		25%	\$0
64	City Public Works		Snow maintenance	Municipal Building	\$13,000		25%	\$3,250
65								
66								
67								
68								
7(a) Subtotal:								\$10,594

7(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
70						
71						
72						
73						
74						
75						
76						
7(b) Subtotal:						\$23,000

**7(c) Supplies and Equipment**

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
77	Bldg & grounds equip, repairs	Municipal Bldg	1	\$55,000	25%	\$13,750
78						
79						
80						
81						
<b>7(c) Subtotal:</b>						<b>\$13,750</b>

**7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c)**      **7(d):** \$47,344

**8 Total - Building and Property Maintenance Costs:** \$47,344

**9 Total Cost Reimbursable @ 25% = (Box 8 x 25%)** \$11,836

**10 Total Proposed Direct Costs (Item 6 + Item 9):** \$52,761

**11 Overhead Costs (Item 10 x .05):** \$2,638

**12 Total Proposed Contract Amount (Item 10 + Item 11):** \$55,399

**13 Local Government Certification:**

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

<b>Name:</b>	Eric Wagenaar
<b>Title:</b>	City Manager
<b>Signature:</b>	
<b>Date:</b>	1-2-25

<b>County or City:</b>	
<b>Address:</b>	
<b>Phone:</b>	



January 20, 2026

To: The Honorable Mayor and City Council  
 From: Scott Weller, Parks & Recreation Superintendent  
 Subject: Approving Changes to City Fees and Charges Schedule

The Parks and Recreation Department is recommending that the following golf course fees be updated in the City Fees and Charges Schedule for the 2026 golf season.

**Parks and Recreation Fees**

Thompson Park Golf Course - 2026 Season	City Resident	Non City Res
<b>Season Passes</b>		
18 & Under	\$ 200	\$ 225
22 & Under	\$ 350	\$ 400
Adult	\$ 825	\$ 900
Senior (62)	\$ 675	\$ 750
Senior Couple (62)	\$ 950	\$ 1,025
Family (2 Adults)	\$ 1,050	\$ 1,150
<i>Additional Student</i>	\$ 90	\$ 100
<b>Greens Fees</b>		
9-Holes	\$ 22	\$ 24
18-Holes	\$ 30	\$ 33
<b>Fall Rates</b>		
9-Holes	\$ 15	\$ 17
18-Holes	\$ 22	\$ 25
<b>Carts (Per Golfer)</b>		
9-Holes	\$ 10	\$ 11
18-Holes	\$ 15	\$ 17
<b>Tournament Fees</b>		
Per Entry - First 80 Players	\$ 40	\$ 40
Per Entry - Over 80/No Cart Provided	\$ 30	\$ 30
<b>Driving Range</b>		
Small	\$ 8	\$ 8
Large	\$ 11	\$ 11
<b>Hole Sponsorship</b>		
Per Season	\$ 500	\$ 500
<b>Club Rentals</b>		
Per Outing	\$ 5	\$ 10
<b>School Team</b>		
Per Season	\$ 1,800	
<i>Includes practices and matches</i>		

Season passes have increased \$25-\$50, while greens fees have increased \$2-\$3. A new fee for hole signage advertising has been added. For tournaments, carts will be provided for the first 80 players. Groups or organizations wishing to hold larger tournaments will be responsible for securing any additional carts. Players beyond the initial 80 will be charged the standard rate.

The resolution attached for City Council consideration amends the FY 2025-2026 City Fees and Charges Schedule with the changes described above.

**RESOLUTION**

Page 1 of 2

Approving Changes to the City Fees and Charges Schedule

Council Member GARRABRANT, Shane A.  
 Council Member KIMBALL, Robert O.  
 Council Member OSBORNE Jr, Douglas E.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.  
 Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS the City Council established a City Fees and Charges Schedule for the City of Watertown, as authorized by Local Law No. 2 of 2016, and

WHEREAS the Fiscal Year 2025-2026 City Fees and Charges Schedule was adopted by City Council on June 2, 2025 when the Fiscal Year 2025-2026 Budget was adopted, and

WHEREAS the City of Watertown operates an eighteen-hole golf course, and

WHEREAS the Parks and Recreation Department has proposed changes to this schedule to include the golf course fees for the 2026 golf season,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the below changes to the City Fees and Charges Schedule:

<b>Thompson Park Golf Course</b>	<b>City Resident</b>	<b>Non-City Resident</b>
<b>Season Passes</b>		
18 & Under	\$ 200	\$ 225
22 & Under	\$ 350	\$ 400
Adult	\$ 825	\$ 900
Senior (62)	\$ 675	\$ 750
Senior Couple (62)	\$ 950	\$ 1,025
Family (2 Adults)	\$ 1,050	\$ 1,150
<i>Additional Student</i>	\$ 90	\$ 100
<b>Greens Fees</b>		
9-Holes	\$ 22	\$ 24
18-Holes	\$ 30	\$ 33
Fall Rates (Effective post aeration)		
9-Holes	\$ 15	\$ 17
18-Holes	\$ 22	\$ 25
<b>Carts (Per Golfer)</b>		

**RESOLUTION**

Page 2 of 2

Approving Changes to the City Fees and Charges Schedule

Council Member GARRABRANT, Shane A.  
 Council Member KIMBALL, Robert O.  
 Council Member OSBORNE Jr, Douglas E.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.  
 Total .....

YEA	NAY

9-Holes	\$	10	\$	11
18-Holes	\$	15	\$	17
<b>Tournament Fees</b>				
Per Entry – First 80 Players	\$	40	\$	40
Per Entry – Over 80/No Cart Provided	\$	30	\$	30
<b>Driving Range</b>				
Small	\$	8	\$	8
Large	\$	11	\$	11
<b>Hole Signage</b>				
Per Season, Per Hole	\$	500	\$	500
<b>Club Rentals</b>				
Per Outing	\$	5	\$	10
<b>School Team</b>				
Per School Season (Includes practices & matches)	\$	1800		

*ID required in order to receive resident rate.*

**Seconded by** \_\_\_\_\_

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Approving Lease Agreement Between the City of Watertown and the Thompson Park Conservancy, Inc.

The City Council is requested to consider approval of a new Agreement of Lease between the City of Watertown and the Thompson Park Conservancy, Inc. for the continued operation of Zoo New York at Thompson Park. The proposed Lease establishes a new three (3) year lease term (July 1, 2025 – June 30, 2028) and reflects updated provisions of in-kind services by the City.

The Lease updates provisions related to the provision of in-kind services by the City. Subject to the availability of resources and City Manager-approved priorities, the City may, at its sole discretion, provide expanded in-kind services related to improvements within the leased premises. The Lease expressly provides that the City is not obligated to provide such in-kind services.

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

UPDATE FOLLOWING JANUARY 12 WORK SESSION: Following the City's initial inspection of the Little Trees Visitor Center, it was determined that the scope of needed repairs extends beyond roof replacement alone. Based on this preliminary assessment, and pending receipt of a full comprehensive evaluation by the City Engineer, it has been decided to retain the Little Trees Visitor Center as a Conservancy-maintained building at this time.

Accordingly, the previously discussed change to designate the Little Trees Visitor Center as a City-maintained building has been paused, and Schedule A has been reverted to reflect this determination. Once the City Engineer's comprehensive report is received and reviewed, this matter may be revisited for further consideration.

# RESOLUTION

Page 1 of 1

Approving Lease Agreement Between the City of Watertown and the Thompson Park Conservancy, Inc.

Council Member GARRABRANT, Shane A.  
 Council Member KIMBALL, Robert O.  
 Council Member OSBORNE Jr., Douglas E.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.  
 Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS the City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the Thompson Park Conservancy, Inc., desires to lease certain premises located within Thompson Park for the continued operation of Zoo New York, and the City of Watertown is willing to lease the same under the terms and conditions set forth in a new Agreement of Lease, and

WHEREAS the proposed Agreement of Lease establishes a new three (3) year lease term (July 1, 2025 – June 30, 2028) and updates provisions related to in-kind services by the City, and

WHEREAS the Agreement of Lease authorizes the City, in its sole discretion and subject to the availability of resources and City Manager approved priorities, to provide expanded in-kind services related to improvements within the leased premises, and expressly does not obligate the City to provide such services, and

WHEREAS the City Council has determined that approval of the Agreement of Lease is in the best interest of the City of Watertown and its residents,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement of Lease between the City of Watertown and the Thompson Park Conservancy, Inc., in connection with the operation of Zoo New York, a copy of which is attached and made a part of this resolution, and

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

**Seconded by** \_\_\_\_\_

## **AGREEMENT OF LEASE**

This AGREEMENT OF LEASE (referred to herein as “Lease”) is being made and is intended to be effective as of, July 1, 2025 (the “Commencement Date”), between the CITY OF WATERTOWN, with its principal offices located at 245 Washington Street, Watertown, New York 13601 (referred to herein as “Lessor” or “City”) and the THOMPSON PARK CONSERVANCY, INC., with its principal office located at the Administration Building, One Thompson Park, Watertown, New York 13601 (referred to herein as “Tenant”). The City and the Tenant are sometimes referred to herein each as “Party” or together as the “Parties.”

### **INTRODUCTION**

WHEREAS, the Lessor owns the facility known as John C. Thompson Park, located in the City of Watertown, County of Jefferson, State of New York (referred to herein as the “Park”); and

WHEREAS, the Tenant desires to lease a designated portion of the Park premises located at the Park for the continued operation of the Zoo New York at Thompson Park (referred to herein as the “Zoo”) and the Lessor desires to lease the same to the Tenant upon the terms and conditions set forth herein; and

WHEREAS, the Parties recognize that the Zoo has been a valued and integral part of the Park’s history; and

WHEREAS, the Parties recognize that the Zoo remains a treasured asset of the City, which continually serves and enriches the community through education, recreation, conservation, camaraderie, research, historical perspective, and society; and

WHEREAS, the fruitful partnership between the City and Zoo promotes cultural richness and an appreciation for the City community; and

WHEREAS the Parties recognize and appreciate the financial and social interdependence among the Zoo, the City, and the Park; and

WHEREAS the Parties recognize and appreciate the Zoo’s objective of financial sustainability, while the City continues to fund and sustain the City owned infrastructure.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

### **AGREEMENT**

#### **Section 1. Premises**

- 1.1 Lessor leases to Tenant and Tenant leases from Lessor the premises and appurtenances generally shown in the attached Schedule A (referred to herein as the “Leased Premises”).

## Section 2. Term

- 2.1 The term of this Lease shall be from July 1, 2025, through June 30, 2028 (the “Term”).
- 2.2 Tenant shall have the option to renew this Lease for one (1) additional two-year term upon written notice to the Lessor at least sixty (60) days prior to expiration of the Term.

## Section 3. Rent

- 3.1 Tenant shall not be obligated to pay any rent during the Term of this Lease but shall serve as the Zoo operator in consideration for this Lease.
- 3.2 It is understood and agreed by and between the Parties hereto that the consideration for this Lease is a grant by Lessor to Tenant of the exclusive right to operate the Zoo.

## Section 4. Responsibilities

- 4.1 Lessor shall furnish the following services to Tenant:
  - 1) Structural, mechanical, and exterior maintenance of the buildings located on the Leased Premises identified as “City Building/Structure” on Schedule A, attached hereto and incorporated by reference, including any buildings constructed in the future with the City’s written authorization. It does not include structures associated with any outdoor animal habitat exhibits, and related viewing and holding areas. Any sustainment and preventative maintenance is subject to availability of funds delegated by Lessor.
  - 2) Large area grass cutting (defined to be that which is accomplished by a “riding mower”). Tenant shall be responsible for hand mowing and trimming within the Leased Premises.
  - 3) Snow removal of all roads and major visitor walkways within the Leased Premises. It is understood the Lessor will remove snow from the Park before entering the Leased Premises for snow removal.
  - 4) Payment for water, sewer, gas and electricity. The Parties shall work cooperatively to reduce/conservate the energy consumed by operations on the Leased Premises.
  - 5) Subject to availability and City Manager approved priorities, in-kind services related to the improvement of the Leased Premises, as resources are available. This shall include mapping for planning purposes, engineering design, tree removal, and brush removal. It shall also include assistance with construction, including labor and equipment for grading, paving, and installation of water, sewer, and electrical utilities. Tenant shall pay for all materials associated with the furnishing of in-kind services by Lessor.
- 4.2 Tenant shall furnish the following services:

- 1) Tenant is responsible for the operation of the Zoo. This shall include, but not limited to engaging, supervising, and terminating Tenant's personnel; establishing policies for the operation of the Zoo in agreement with recommended Association of Zoos and Aquariums practices (the "AZA Practices") and generally accepted zoo management principles; facility/organizational planning and development; and animal acquisition, care, and treatment.
- 2) Tenant shall be responsible for all animal care (including veterinary care) and feeding. Tenant is encouraged to apply for grant money to assist in the costs associated with animal care. Any application for grant money shall be made available to Lessor upon request.
- 3) Tenant shall keep the Leased Premises neat and clean and in such order as the same are in on the Commencement Date, wear and tear resulting from reasonable use excepted. This shall include all routine maintenance and cleaning of and on the Leased Premises.
- 4) Tenant shall be responsible for maintaining landscaping, animal exhibit habitats and components, fencing and enclosures on the Leased Premises.
- 5) Tenant shall maintain necessary equipment and supplies for the provision of first aid to the public and its employees in keeping with recommended AZA Practices of management and operation.
- 6) Should the Tenant deem it to be in its best interest to keep animals through the winter, then the Tenant shall be responsible for whatever upgrades and maintenance costs are necessary to sufficiently winterize the existing facilities.
- 7) Tenant shall be responsible for recovering any and all Zoo animals, which may, from time to time, stray from the Leased Premises.
- 8) Tenant shall be responsible for correcting, repairing, and/or replacing any and all damage to the Park and/or the Leased Premises caused by Zoo patrons and animals under the Tenant's care, reasonable wear and tear excepted.
- 9) Tenant shall be responsible for securing all gates to the Zoo upon the closing of the Zoo to the public and hereby acknowledges that the Lessor's employees will not be available to provide this service.
- 10) Tenant agrees that its employees shall park their vehicles in such locations as Tenant and Lessor shall reasonably agree upon in writing.
- 11) Tenant shall supply its own telephone and cable service.
- 12) Tenant shall be responsible for its own trash removal of any waste on the Leased Premises. Trash removal shall include animal refuse and medical/biologic

waste. The cleanup of leaves, sticks and other natural debris shall be the responsibility of the Tenant. Tenant is permitted to compost biodegradable materials as permitted by law and AZA Practices.

- 13) Tenant shall supply an emergency generator for the Leased Premises.
  - 14) Tenant is responsible for pest control and remediation within the Leased Premises.
  - 15) Tenant covenants that at the expiration or other termination of the Lease, to remove its personal property and effects from the Leased Premises and to surrender all buildings, structures, fixtures, and all keys and locks in as good a condition as received by Tenant, ordinary wear and tear excepted.
  - 16) In the event of the Zoo closing, the Tenant shall properly transfer or dispose of all animals.
- 4.3 The Parties shall do semi-annual inspections of the Leased Premises and facilities to identify and document facility needs and upcoming work requirements. Said inspections shall be done in April and September of each year, on a date mutually agreeable to the Parties.

#### Section 5. Privileges

- 5.1 Lessor grants Tenant the exclusive rights for the sale of food and concession items on the Leased Premises. Tenant shall comply with all applicable rules, codes, regulations, and laws concerning the provision of food services. Lessor agrees that during the Term of this Lease that no other person, partnership, firm, corporation, or other entity shall be granted conflicting rights, licenses, or privileges on the Leased Premises. Tenant shall have exclusive rights for the sale of food and concession items at the July Concert and fireworks event held in the Park, excluding the Watertown Golf Club House approved vendor. Tenant shall also have non-exclusive rights for the sale of food and concession items in the Park at all other times.
- 5.2 Tenant shall have the right to install and operate signs and displays within the Park, subject to the written approval of the Lessor, and such approval shall not be unreasonably withheld or delayed. Tenant shall post the hours when the Zoo shall be open to the public (subject to the applicable entry fee) in such location(s) within the Park as the Lessor and Tenant shall reasonably agree.

#### Section 6. Restrictions

- 6.1 Tenant shall not open the Zoo to the public at times other than the times during which the Park shall be open to the public, without the express written permission of the City Manager. Notwithstanding, (a) the Parties agree that the Zoo may maintain year-round hours of operation; and (b) a resident Executive Director and its family and lawful guests shall have unrestricted access to the residence situated upon the Leased Premises (the "Director's House"). The Parties shall conduct annual inspections of the Director's

House to identify and document any facility needs and upcoming work requirements. Upon conclusion of an appointed Executive Director's contract or earlier termination, resignation, or retirement, said individual shall have thirty (30) days to vacate the Director's House and the Leased Premises.

- 6.2 Tenant shall not utilize any buildings or other facilities located within the Park outside of the perimeter of the Leased Premises without the express written consent of the City.
- 6.3 Tenant shall not have the right to use of any of Lessor's vehicles or equipment for Tenant's use, except upon written approval of the City Manager.
- 6.4 Tenant shall not knowingly conduct or permit to be conducted any unlawful act on the Leased Premises.

#### Section 7. Tenant's Construction

- 7.1 Tenant shall have the right to construct improvements to the Leased Premises in furtherance of its mission, provided that it receives written pre-approval of its construction from the Lessor and that the construction does not, in the opinion of Lessor, materially interfere with the operation of the Park. The Lessor's pre-approval shall not be unreasonably withheld or delayed.
- 7.2 Tenant shall obtain any required building or similar type permits required in connection with the construction. Tenant shall be responsible for all costs associated with improvements constructed by it or pursuant to its authority. All construction shall be in compliance with all local, state, and federal building codes, laws and regulations, and in agreement with recommended AZA Practices.
- 7.3 Tenant shall be responsible for providing Lessor with final project costs of any improvements to the Leased Premises. Said actual costs shall be provided to Lessor within thirty (30) days of project completion.
- 7.4 All improvements to the Leased Premises made by Tenant with the Lessor's approval shall become the property of Lessor and shall remain with the Leased Premises.

#### Section 8. Rules and Regulations

- 8.1 Upon written notice by Lessor, Tenant and its agents and employees shall comply with and observe all reasonable rules and regulations concerning the use of the Leased Premises and the Park, which may from time to time be promulgated by Lessor. Any such rules and regulations shall not conflict with the terms of this Lease, nor AZA practices.

#### Section 9. Assignment and Subletting

- 9.1 Tenant may not assign or transfer this Lease and/or sublet the Leased Premises in whole or in part, including but not limited to the rights granted to Tenant in connection with

the operation of the Zoo, without the prior written consent of Lessor, which consent may be withheld.

- 9.2 Tenant may, however, enter into non-lease agreements with other entities for activities on the Leased Premises that promote Tenant's purposes. Lessor reserves the right to review and approve any such agreements entered into by Tenant.

#### Section 10. Lessor's Right of Access

- 10.1 Tenant shall permit Lessor or its authorized agents or representatives to enter the Leased Premises during usual business hours to inspect or repair the Leased Premises.
- 10.2 Tenant shall permit Lessor or its authorized agents or representatives to enter the Leased Premises at any time for the purpose of making emergency repairs, snow removal, or to perform other necessary maintenance responsibilities outlined herein.

#### Section 11. Damage to Leased Premises by Fire

- 11.1 If the Leased Premises or any part thereof is damaged or destroyed by fire or any other casualty, cause, or condition, the Lessor may elect to collect upon its own insurance for the same and may further elect not to replace the same. In the event that Lessor chooses not to repair or replace the Leased Premises, Tenant shall have no claim against Lessor.
- 11.2 If any remaining portion of the Leased Premises are materially damaged by fire or other casualty, Tenant shall repair and/or rebuild the same with reasonable diligence unless Lessor, by resolution of the City Council, in its sole discretion, waives the same.
- 11.3 Tenant shall be solely responsible for its personal property.
- 11.4 For purposes of this Section, "Material Damage" shall mean damages in an amount exceeding 50% of the structure's insured value.

#### Section 12. Insurance and Indemnification.

- 12.1 Recognizing that the Lessor is self-insured for liability issues, during the Term of this Lease, Tenant shall, at its own cost and expense, maintain and provide comprehensive general public liability coverage against claims for personal injury, death, and property damage occurring in or about the Leased Premises and "Zoo operations" insurance for the benefit and protection of Lessor and Tenant, specifically naming in said policy or policies the Lessor as an additional insured thereunder in the minimum amount of One Million Dollars (\$1,000,000). The City shall be a certificate holder on all policies of insurance, which certificate shall recite that the City is entitled to at least thirty (30) days' notice of insurer's termination of coverage. Lessor's additional insured status shall not be limited to vicarious liability only. The public liability policy or certificate thereof shall be delivered to Lessor, together with proof of the payment of the annual premium or premiums, upon the signing of this Lease. Tenant shall deliver to Lessor renewals of such public liability insurance policy, with proof of payment of the

premium within twenty (20) days before its expiration date during the Term of this Lease.

- 12.2 During the Term of this Lease, Tenant shall, at its own cost and expense, maintain and provide all-risk fire and casualty insurance designed to replace the structures and personal property which are its responsibility on the Leased Premises (replacement cost coverage), including, but not limited to coverage of inventory, trade fixtures, floor coverings, furniture, and improvements insured against loss or damage by fire with extended coverage. Tenant shall also maintain coverage on all structures on any portion of the Leased Premises for damage caused by Tenant's negligence in the stated sum of Three Hundred Thousand Dollars (\$300,000.00). The City shall be a Certificate Holder on each policy of insurance.
- 12.3 Lessor reserves the right to increase the required amount of casualty or general liability insurance in a commercially reasonable manner, from time to time, during the Term of this Lease, upon written notice to Tenant.
- 12.4 Tenant hereby indemnifies and holds Lessor harmless of and from any and all liability or claims for injuries to persons or property caused by Tenant's operation of the Zoo or Tenant's use and occupancy of the Leased Premises. This indemnification shall survive the termination or expiration of the Term of this Lease.
- 12.5 Lessor hereby indemnifies and holds Tenant harmless of and from any and all liability or claims for injuries to persons or property caused by Lessor's use or operation of the Park. This indemnification shall survive the termination or expiration of the Term of this Lease.
- 12.6 Lessor shall be responsible for any underground storage tanks and/or hazardous substances used by Lessor in the Park or located within the Park (except for hazardous substances used or brought into the Park by Tenant) and hereby indemnifies and holds Tenant harmless of and from any and all liability or claims arising from the same.

### Section 13. Quiet Enjoyment

- 13.1 Lessor covenants and agrees with Tenant, that upon observing and performing all the Lease terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly enjoy the Leased Premises for the Term of the Lease.

### Section 14. General

- 14.1 Lessor and Tenant each represent and warrant that it has full power and authority to enter into this Lease, that all necessary approvals have been obtained or waived, and that this Lease does not violate any agreement, law, or rule binding upon Lessor or Tenant.
- 14.2 All covenants in this Lease, which are binding upon Tenant, shall be construed to be equally applicable to and binding upon Tenant's agents and employees, and others claiming the right to be in the Leased Premises or the Park through or under Tenant.

- 14.3 All covenants in this Lease, which are binding upon Lessor, shall be construed to be equally applicable to and binding upon Lessor's agents and employees, and others claiming any rights through or under Lessor.
- 14.4 This Lease shall be binding upon and shall inure to the benefit of the parties and their legal representatives, successors, and assigns.
- 14.5 If any provision of this Lease is held to be illegal, invalid, or unenforceable by any court of competent jurisdiction (i) such provision will be fully severable, (ii) this Lease will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof and (iii) the remaining provisions of this Lease will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from. Provided, however, that the removal of any illegal, invalid, or unenforceable provision does not materially prejudice either Lessor or Tenant in its respective rights and obligations contained in the valid provisions of this Lease.
- 14.6 This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 14.7 Captions are inserted in the Lease only as a matter of convenience and for reference and in no way defined, limit, or describe the scope of intent of this Lease or in any way affect this Lease.

#### Section 15. Termination

- 15.1 Either party may terminate this Lease upon 180 days' prior written notice in the event of a material breach by the other party ("Material Breach"). Notwithstanding the aforementioned, it shall be a Material Breach under this Lease if Tenant fails to comply with any of its obligations, duties, or covenants set forth in the Lease and the failure continues for ninety (90) days following written notice to the Tenant. The exercise by Lessor of its rights of termination as provided herein is a nonexclusive remedy and Lessor shall have the right to pursue any other remedies available to it under applicable law.
- 15.2 Lessor may terminate this Lease if the Tenant ceases operations for more than 180 consecutive days.
- 15.3 Tenant may terminate this Lease upon 180 days' prior written notice if funding or resources become insufficient to continue operations, and sufficient proof is provided to Lessor of the same.

#### Section 16. Governing Law

- 16.1 This Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

Section 17. Entire Agreement

17.1 This Lease, including the attachments referred to herein and attached hereto, contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Lease shall affect, or be deemed to interpret, change, or restrict the express provisions hereof.

Section 18. Notices

18.1 All notices, consents, or requests required or permitted to be given under this Lease shall be in writing and shall be deemed sufficiently given on the date mailed if sent by registered or certified mail, return receipt requested to the respective Parties at the following addresses:

To Lessor: Mayor  
Room 302 Municipal Building  
245 Washington Street  
Watertown, NY 13601

To Tenant: Executive Director  
Thompson Park Conservancy, Inc.  
One Thompson Park Watertown,  
NY 13601

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

*[Signature Page to Follow]*

IN WITNESS WHEREOF, Lessor and Tenant have caused this Lease to be executed by authorized agents to be effective as of the date first above written.

**LESSOR:**

**THE CITY OF WATERTOWN, NEW YORK**

\_\_\_\_\_  
BY: Sarah V.C. Pierce  
ITS: Mayor

**TENANT:**

**THOMPSON PARK CONSERVANCY, INC.**

\_\_\_\_\_  
BY: Dr. Mark D. Irwin  
ITS: Interim Executive Director

**Schedule A**

**See attached Map**



Building ID & Description	
1	- Animal Health Science/Mgt. Lab
2	- Animal Mews
3	- Zoo Maintenance Garage
4	- Director's Residence
5	- Director's Residence Garage
6	- Root Cellar
7	- North Country Nights
8	- Discovery Center/Wildside Cafe
9	- Little Trees Visitor Center
10	- Karl R. Burns Pavilion
11	- Children's Zoo Barn
12	- Bald Eagle Exhibit
13	- Mountain Lion Exhibit
14	- Bobcat Exhibit
15	- Golden Eagle Exhibit
16	- Lynx Exhibit
17	- Butterfly House
18	- Elk Exhibit
19	- Wolf Exhibit
20	- Bear Exhibit
21	- Owl Exhibit
22	- Caribou Exhibit
23	- Phantoms of the Empire State
24	- Fire Tower
25	- Otter Exhibit
26	- Olmsted Pond Overlook
27	- Hay Barn

Maintenance Responsibility	
	City Building/Structure
	Conservancy Building/Structure
	Conservancy Exhibit
	Fence
	Leased Area

Revision	Description of Revision	Date	By
1	Information for Conservancy Buildings 26 & 27 was provided.	2/5/15	JAC

Project: Thompson Park Zoo Agreement of Lease Between City of Watertown & Thompson Park Conservancy

Title: Schedule A ThompsonParkZoo

 CITY OF WATERTOWN, NEW YORK  
 GIS DEPARTMENT  
 ROOM 305B, MUNICIPAL BUILDING  
 245 WASHINGTON STREET  
 WATERTOWN, NEW YORK 13601  
 TEL: (315) 785-7793



Project: Thompson Park Zoo Lease Agreement

Requested By: E. Anderson

Drawn By: M. Owen	Approved By:
Date: 12/2/2025	Date:
Scale: As Noted	

Title: Schedule A - ThompsonParkZoo

Res No. 5

January 20, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Approving Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc.

The City Council is requested to consider approval of a renewed Agreement for Public Benefit Services between the City of Watertown and the Thompson Park Conservancy, Inc.

The prior Agreement for Public Benefit Services expired on June 30, 2025. This Agreement establishes a one (1) year term (July 1, 2025 – June 30, 2026), including authorization for reimbursement-based payments in an amount of One Hundred Thousand Dollars (\$100,000.00) for Fiscal Year 2025-2026, as provided for in the City's adopted budget.

A resolution approving the Agreement for Public Benefit Services between the City of Watertown and the Thompson Park Conservancy, Inc. has been prepared for City Council consideration.

UPDATE FOLLOWING JANUARY 12 WORK SESSION: Following the City's initial inspection of the Little Trees Visitor Center, it was determined that the scope of needed repairs extends beyond roof replacement alone. Based on the preliminary assessment, and pending receipt of a full comprehensive evaluation by the City Engineer, it has been decided to retain the Little Trees Visitor Center as a Conservancy-maintained building at this time.

As a result of this determination, and at the request of the Thompson Park Conservancy, the proposed Agreement for Public Benefit Services has been revised to reflect a one-year term only and the additional fiscal year funding amounts removed. The Conservancy has indicated that, given the potential for more extensive building-related needs than initially anticipated, future funding requests may be greater than previously contemplated.

RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc.

Council Member GARRABRANT, Shane A.
Council Member KIMBALL, Robert O.
Council Member OSBORNE Jr., Douglas E.
Council Member SHOEN, Benjamin P.
Mayor PIERCE, Sarah V.C.
Total .....

Table with 2 columns: YEA, NAY. Multiple empty rows for voting.

Introduced by \_\_\_\_\_

WHEREAS the City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the City of Watertown has entered into a Zoo Lease Agreement with Thompson Park Conservancy, Inc., for the lease of certain premises located at Thompson Park for the operation of Zoo New York, and

WHEREAS the City of Watertown and Thompson Park Conservancy, Inc. have negotiated a one (1) year term (July 1, 2025 – June 30, 2026) for Public Benefit Services, including authorization for reimbursement-based payments in an amount of One Hundred Thousand Dollars (\$100,000.00), as provided for in the City’s adopted Fiscal Year 2025-2026 budget, and

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to assist with operations as detailed in the attached Agreement,

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 Thompson Park Conservancy, Inc., a copy of which is attached and made a part of this resolution, and

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

Seconded by \_\_\_\_\_

**AGREEMENT FOR PUBLIC BENEFIT SERVICES**

**BETWEEN**

**CITY OF WATERTOWN, NEW YORK**

**and**

**THOMPSON PARK CONSERVANCY, INC.**

This Agreement made this \_\_\_\_ day of January, 2026, by and between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”) and Thompson Park Conservancy, Inc., with its principal office located at the Administration Building, One Thompson Park, Watertown, New York 13601 (the “Conservancy”). The City and the Conservancy are sometimes referred to herein each as “Party” or together as the “Parties.”

**PREAMBLE**

**WHEREAS**, the City owns a public park known as John C. Thompson Park located in the City of Watertown, County of Jefferson, State of New York (referred to herein as the “Park”); and

**WHEREAS**, the Conservancy currently leases certain premises located in the Park for its operation of “Zoo New York,” pursuant to the terms of a certain lease agreement between the Parties effective July 1, 2025 (the “Lease”); and

**WHEREAS**, the City provides both financial support and in-kind services in assistance of the Conservancy’s operations including, but not limited to, leasehold concessions that benefit City-owned buildings within the leased premises, maintenance of those buildings as being City property, and maintenance of grounds which the City maintains pursuant to the Lease; and

**WHEREAS**, the Conservancy has evidenced a long-standing commitment to the promotion of education, amusement, and recreation of the citizens of the City and has many programs dedicated to the overall public good; and

**WHEREAS**, the work of the Conservancy serves the public and/or municipal purposes set forth at Sections 20 and 21 of the New York General City Law (the “GCL”), and, thereby, promotes the general welfare of the citizens of the City; and

**WHEREAS**, the City desires to enter into an agreement with the Conservancy to provide those services which fall within the ambit of GCL Sections 20 and 21 in furtherance of the City’s “public or municipal purposes.”

**NOW, THEREFORE**, the Parties, in consideration of the mutual covenants, terms, and conditions set forth herein, and intending to be legally bound, hereby mutually agree as follows:

## AGREEMENT

**Article I** DESCRIPTION OF SERVICES. The Conservancy will continue to provide services which advance the public or municipal purposes of promoting education, amusement, and recreation for the citizens of the City. Those services include the maintenance of equipment which promotes the health of the animals in the zoo; the recruiting of volunteers for guiding tours and public education; and the maintenance of specific exhibits which enlighten the public and promote the public's amusement and recreation. The services also include repair and maintenance of structures included within the Lease and publicity expenses authorized by Section 13 of the GCL. All of the services deserve public support to the end of assisting the City in meeting its responsibilities and authority under Sections 20 and 21 of the GCL.

**Article II** ELIGIBLE ACTIVITIES. Any activity that is considered a typical and normal activity in operating a zoo and promotes a public purpose shall be an eligible expense, and the funding provided under this Agreement may be used for any such eligible expenses.

**Article III** INELIGIBLE ACTIVITIES. Any activity solely directed toward or restricted to organizational membership or fundraising shall be an ineligible expense, and the funding provided under this Agreement shall not be used for any such ineligible expenses. Additionally, payments of principal and interest for previous financing agreements shall be deemed an ineligible activity for purposes of this Agreement.

**Article IV** TERM OF THIS AGREEMENT. The term of this Agreement shall be from July 1, 2025 through June 30, 2026.

**Article V** MANNER OF PAYMENT.

- a. The City agrees to provide One-Hundred Thousand Dollars (\$100,000.00) for the 2025-26 Fiscal Year to the Conservancy.
- b. Payment shall be in the form of reimbursement for the Conservancy's expenditures for eligible activities, as defined in Article II of this Agreement, and shall be made by the City Comptroller in four (4) quarterly payments. Each payment shall be due within 30 days of the City's receipt of an invoice from the Conservancy accompanied by supporting documentation, such as accounting ledgers, payroll reports, bank statements, and other expense details substantiating that such funds were expended or will be imminently expended for eligible activities.
- c. Quarterly invoices shall be submitted to the City no later than: (1) thirty (30) days following the Conservancy's execution of this Agreement; and (2) within thirty (30) days of each subsequent quarter ending date.
- d. The City, in its sole discretion, reserves the right to request additional reasonable documentation as needed to substantiate that the amount requested is being expended for eligible activities.

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

**Article VII** ANNUAL REPORT. The Conservancy will provide the City with a copy of its annual audited financial report. If not included in the annual financial report, an additional report shall be submitted which details the services provided by the Conservancy pursuant to this Agreement, inclusive of a detail of expenditures made for eligible activities, to the citizens of the City. Additionally, the Conservancy shall provide the City with other information as may be reasonably requested such as, but not limited to, strategic plans and facility assessments.

**Article VIII** 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 of the Agreement, stating in good faith the valid reasons why 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 Conservancy 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 pursuant to Article XIV of this Agreement.

**Article IX** EXTENT OF AGREEMENT. This Agreement represents the entire agreement between the City and the Conservancy with regard to the subject matter hereof. This Agreement may be amended only by written instrument signed by both Parties and such amendment shall be attached to this Agreement.

**Article X** SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

**Article XI** COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**Article XII** CAPTIONS. Captions are inserted in this Agreement only as a matter of convenience and for reference and in no way define, limit, or describe the scope of intent of this Agreement or in any way affect this Agreement.

**Article XIII** GOVERNING LAW. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

**Article XIV** 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:

CITY OF WATERTOWN:

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

THOMPSON PARK CONSERVANCY, INC.:

Executive Director  
Thompson Park Conservancy, Inc.  
1 Thompson Park  
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 Parties have caused this Agreement to be executed by authorized agents to be effective as of the date heretofore written.

City of Watertown

Thompson Park Conservancy, Inc.

\_\_\_\_\_  
By: Eric F. Wagenaar, City Manager

\_\_\_\_\_  
By: Dr. Mark D. Irwin, Interim Executive  
Director/CEO/DVM

January 20, 2026

To: The Honorable Mayor and City Council

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

Subject: Declaring the City Council's Intent to Act as Lead Agency Pursuant to SEQRA in the Coordinated Environmental Review for the Proposed Sale and Site Development at 424 VanDuzee Street, Parcel Number 1-18-102.000

As the City Council is aware, the City of Watertown has received an offer from Walldroff Properties, LLC to purchase a section of 424 Vanduzee Street for the purpose of constructing a parking lot expansion on the subject land.

In addition to the sale of the land, the proposed development would require at least three separate approvals. The proposed parking use would require a Zone Change to remove the subject land from the Waterfront Overlay. The property transfer would require a Subdivision Approval to split the section of 424 Vanduzee Street that Walldroff Properties, LLC wishes to acquire from the rest of the parcel, which the City would retain. Finally, the proposed parking expansion would minimally require a Site Plan Approval and, depending on the number of additional parking spaces sought, a Variance from the Zoning Board of Appeals.

There are two significant State Environmental Quality Review Act (SEQRA) considerations for the required environmental review. The first is the need to consider the "whole action." The SEQR Handbook states that "*Proposals or parts of proposals that are related to each other closely enough to be, in effect, a single course of action should be evaluated as one whole action.*" This means that the City Council would need to evaluate the environmental impacts of all facets of the proposed action, up to and including the impacts of constructing the parking lot expansion.

The other SEQRA consideration is that since the Planning Commission is the body with the authority to grant Subdivision Approval and Site Plan Approval, it is an Involved Agency, which necessitates a Coordinated Review. In a Coordinated Review, one of the Involved Agencies must assume Lead Agency status. Staff's determination is that the City Council is the most appropriate agency to act as Lead Agency pursuant to SEQRA. The attached resolution therefore declares the City Council's formal intent to act as Lead Agency for this review.

The Planning Commission will need to adopt its own motion agreeing that the City Council is the most appropriate body to act as Lead Agency. Planning Staff will prepare a report to the Planning Commission for the Commission's February 3, 2026, meeting regarding the Zone Change, which would be the first approval in the order of operations for the proposed development. Staff will include a discussion of the Coordinated SEQR Review in that report, as well as a recommendation that the Commission adopt a motion regarding the Council's Lead Agency status.

# RESOLUTION

Page 1 of 2

Declaring the City Council’s Intent to Act as Lead Agency Pursuant to SEQRA in the Coordinated Environmental Review for the Proposed Sale and Site Development at 424 VanDuzee Street, Parcel Number 1-18-102.000

Council Member GARRABRANT, Shane A.  
Council Member KIMBALL, Robert O.  
Council Member OSBORNE Jr, Douglas E.  
Council Member SHOEN, Benjamin P.  
Mayor PIERCE, Sarah V.C.  
Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS Walldroff Properties, LLC has submitted an offer to purchase a portion of real property owned by the City of Watertown known as 424 Vanduzee Street, Parcel Number 1-18-102.000, consisting of an approximately 0.75-acre parcel, and

WHEREAS the purchasers wish to construct a parking lot expansion on the subject land involved in the proposed transaction, and

WHEREAS the proposed development would require, in addition to the property sale, a Zone Change, Subdivision Approval and Site Plan Approval, the latter two of which fall under the authority of the Planning Commission to approve, and

WHEREAS the City Council must evaluate all proposed actions submitted for its consideration in light of the State Environmental Review Act (SEQRA), and the regulations promulgated pursuant thereto, and

WHEREAS to avoid segmenting the SEQRA review, the City Council must evaluate the environmental impacts of the “whole action,” which includes all the approvals identified above, and

WHEREAS the Planning Commission, having regulatory authority over Subdivision Approval and Site Plan Approval is an Involved Agency pursuant to SEQRA, necessitating a Coordinated Review, and

WHEREAS the City Council believes that it is the most appropriate body to act as Lead Agency under SEQRA, and

WHEREAS the City Council must formally declare its intent to act as Lead Agency in the SEQRA Review, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown formally declares its intent to act as Lead Agency for the Coordinated SEQRA Review for the proposed action involving the property sale of a portion of 424 Vanduzee Street and all required approvals necessary to construct a parking lot expansion on the site, minimally including, but not necessarily limited to, a Zone Change, Subdivision Approval, and Site Plan Approval, and

# RESOLUTION

Page 2 of 2

Declaring the City Council’s Intent to Act as Lead Agency Pursuant to SEQRA in the Coordinated Environmental Review for the Proposed Sale and Site Development at 424 VanDuzee Street, Parcel Number 1-18-102.000

Council Member GARRABRANT, Shane A.  
 Council Member KIMBALL, Robert O.  
 Council Member OSBORNE Jr, Douglas E.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.  
 Total .....

YEA	NAY

BE IT FURTHER RESOLVED that the City Council hereby directs Staff to initiate the Coordinated Review and to reach an agreement on the establishment of the Lead Agency.

*Seconded by* \_\_\_\_\_

Res No. 7

January 13, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Readopting Fiscal Year 2025-26 General Fund Budget and Approving Police Department Over-hire

Chief Donoghue has become aware of two pending retirements in the Police Department. The two retirements are expected to occur at the end of January and March of this year. Additionally, there are currently four vacancies in the Department. He has requested that the City Council authorize the hiring of one additional individual to start in the March 2026 police academy.

The attached resolution re-adopts the Fiscal Year 2025-26 General Fund Budget to temporarily increase the number of sworn Police officer positions to seventy-two for approximately one month.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2025-26 General Fund Budget and Approving Police Department Over-hire

Council Member GARRABRANT, Shane A.  
Council Member KIMBALL, Robert O.  
Council Member OSBORNE Jr, Douglas E.  
Council Member SHOEN, Benjamin P.  
Mayor PIERCE, Sarah V.C.  
Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS on June 2, 2025 the City Council passed a resolution adopting the Budget for Fiscal Year 2025-26, of which \$58,342,043 was appropriated for the General Fund and,

WHEREAS the City of Watertown Police Department is presently operating under its FY 2025-26 Budget of sworn 71 police personnel, and

WHEREAS the Police Department currently has 4 vacancies and additionally has an expected retirement occurring at the end of January and another one at the end of March, and

WHEREAS the Police Training Academy will commence on March 2, 2026 and,

WHEREAS the Police Department is planning on filling its current vacancies at the end of February 27, 2026, and

WHEREAS the Chief of Police is requesting approval to over-hire for one Police Officer position which would result in an over-hire of 23 workdays at an estimated cost of \$11,153, and

WHEREAS the proposed over-hire request can be covered financially by vacancies that have occurred throughout the fiscal year,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves hiring one additional police cadet at this time, bringing the total Police Department personnel temporarily to one over the current budget of 71, and

BE IT FURTHER RESOLVED that the Chief of Police is hereby authorized and directed to proceed with the requested over-hire to enter the March 2026 Police Training Academy.

**Seconded by** \_\_\_\_\_

Res No. 8

January 20, 2026

To: The Honorable Mayor and City Council  
From: Eric F. Wagenaar, City Manager  
Subject: Selecting Harris Beach Murtha as City Attorney

A Request for Proposals for legal services were opened on December 16, 2025. Proposals were received from Clopper Law, LLC, and Harris Beach Murtha. The City Council reviewed the proposals and interviewed both firms.

A letter of engagement from Harris Beach Murtha is attached. The resolution prepared for City Council consideration selects Harris Beach Murtha as the City Attorney effective February 2, 2026 and directs the City Manager to sign the letter of engagement.

# RESOLUTION

Page 1 of 1

Selecting Harris Beach Murtha as City Attorney

Council Member GARRABRANT, Shane A.  
 Council Member KIMBALL, Robert O.  
 Council Member OSBORNE Jr, Douglas E.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.  
 Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS Section 34 of the City Charter states that the City Council shall select an attorney or law firm to be retained on a contract basis to perform and discharge the usual duties of a City Attorney or Corporation Counsel, and

WHEREAS Kristin Smith of Bond, Schoeneck & King, PLLC has served as Acting City Attorney for the City of Watertown since September 2023, and

WHEREAS the City was notified in October 2025 that Attorney Smith intends to discontinue representation and has agreed to remain in her role on an interim basis until the appointment of a new City Attorney, and

WHEREAS a Request for Proposals for legal services was issued on October 25, 2025, with the opening date of December 16, 2025, and

WHEREAS two proposals were submitted, and

WHEREAS the City Council reviewed the proposals and interviewed both firms,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby selects Harris Beach Murtha as City Attorney effective February 2, 2026, and

BE IT FURTHER RESOLVED that the City Manager, or their designee, is hereby authorized and directed to sign the Letter of Engagement with Harris Beach Murtha, a copy of which is attached and made part of this resolution, on behalf of the City of Watertown.

**Seconded by** \_\_\_\_\_

January 15, 2026

VIA EMAIL ONLY

City of Watertown  
Attn: Eric F. Wagenaar  
City Manager  
City Hall  
245 Washington Street  
Watertown, New York 13601

333 WEST WASHINGTON STREET  
SUITE 200  
SYRACUSE, NEW YORK 13202  
315.423.7100

JULIAN B. MODESTI  
MEMBER  
DIRECT: 315.214.2004  
FAX: 315.422.9331  
JMODESTI@HARRISBEACHMURTHA.COM

Re: Limited Engagement of Harris Beach Murtha for Legal Services  
City of Watertown RFP #2025-06

Dear Mr. Wagenaar:

Please accept this proposed engagement letter from **Harris Beach Murtha Cullina PLLC** (“we,” “us,” or “the Firm”) for the provision of legal services under the following terms. I will serve as your primary contact at the Firm. This letter and the enclosed Standard Terms of Engagement for Legal Services (7 pages) describe the terms under which the Firm will provide legal services.

The terms of this engagement shall be subject to the City of Watertown’s General RFP Specifications under RFP #2025-06.

**Client.** The client will be the **City of Watertown** (*collectively*, “you” or “Client”). We are representing the Client only and not any individual, representative, or member of the Client.

**Scope of Representation.** As requested by the City of Watertown in its Request for Proposal, the Firm will provide the following scope of legal services:

1. General Municipal Law and Legal Counsel

- Provide legal advice and opinions to the City Manager, Mayor, City Council, and City Departments regarding the interpretation and application of General Municipal Law, the City Charter and the City Code.
- Attend City Council meetings and other meetings as requested to provide legal counsel and guidance.
- Draft, review, and/or approve ordinances, resolutions, local laws, contracts, and other legal documents to ensure compliance with applicable laws and to protect the City’s interests.
- Advise on matters involving the City’s legislative authority, powers and responsibilities.

## 2. Board of Audit

- Provide legal advice and representation to the Board of Audit regarding claims, expenditures, and other financial oversight matters within its jurisdiction.

## 3. Zoning Board of Appeals

- Provide legal services related to the review of variance applications presented to the City for the Zoning Board of Appeals to consider and decide upon. Provide consultation and legal guidance as needed to the Planning and Community Development staff during their review of the applications and provide legal representation during monthly Zoning Board of Appeals meetings. The Zoning Board of Appeals meets as needed on the third Wednesday of each month. It averages approximately 12 variance applications annually and meets approximately 8 times per year.

## 4. Planning Commission

- Provide legal services related to applications presented to the City for the Planning Commission to consider and decide upon. Provide consultation and legal guidance as requested by Planning and Community Development Staff during their review of the applications for site plan approval, subdivision approval, special use permit approval and zone changes. Provide legal guidance regarding the interpretation of the provisions of the zoning ordinance, Chapter 310 of the City Code.

## 5. Code Enforcement

- Provide legal services including but not limited to review of Code Enforcement activities and actions prior, during and after these actions have taken place. Assist and issue violation letters, tickets and court appearances.

## 6. Procurement and Contracting

- Advise the City on procurement, bidding, and contracting procedures to ensure compliance with General Municipal Law and other applicable statutes.
- Review and/or prepare various contracts, agreements, and related instruments for legal sufficiency and risk mitigation.

## 7. Freedom of Information Law (FOIL) and Open Meetings Law

- Provide legal advice and assistance to the Records Access Officer and departments in connection with Freedom of Information Law (FOIL) compliance, including review of requests, redactions, and appeals.
- Provide guidance on Open Meetings Law compliance as it relates to City Council, City boards and committees.

8. Real Estate Matters

- Provide legal services related to real estate transactions, including review and preparation of deeds, easements, rights-of-way, licenses, and related documents.
- Advise the City on property acquisitions, dispositions, and other matters involving real property interests.

9. Other Legal Matters

- Provide legal advice and services on other municipal matters that may arise and are within the general scope of services typically provided by a City Attorney, as requested by the City Manager or City Council.

The City retains separate outside counsel for litigation, labor and employment, tax certiorari, municipal bonding, and environmental issues. As such, these areas of law are not included in the aforementioned scope of work, unless a separate written agreement is reached.

Our engagement is limited to performance of legal services related to the Matter for Client only, and, unless we agree otherwise in writing, we are not undertaking to represent Client's interests in any other matter. We will provide legal services only in connection with the Matter, and are not providing business, investment, insurance, accounting, management, or other such non-legal services. The Firm will provide Client with representation in accordance with the applicable professional standards but does not guarantee any particular result.

**Attorney-Client Privilege.** In general, neither a client nor an attorney can be compelled to disclose confidential lawyer-client communications concerning legal advice. To maintain the attorney-client privilege and other protections, Client should take reasonable steps to assure that all communications with the Firm are kept confidential from all other persons or persons outside the Company. Under some circumstances, the attorney-client privilege can be maintained even when communications are shared with certain other persons or persons outside the Company under specified conditions; however, you should not do so without reviewing the Matter with us beforehand.

**Billing.** We will bill for our services on an hourly basis. Our fees will be based on the amount of time spent on the Matter by lawyers and paralegals multiplied by their individual hourly billing rates for the Matter. Julian B. Modesti will supervise the Matter with support as needed from other named attorneys and paralegals. His contact information is: (315) 214-2004, and [jmodesti@harrisbeachmurtha.com](mailto:jmodesti@harrisbeachmurtha.com).

Hourly rates shall be as follows:

Partners/Senior Counsel:	\$350.00
Associates:	\$225.00
Paralegals:	\$125.00

We may also assign other attorneys or paralegals to the Matter from time to time and we will bill at their standard billable hourly rate. Client is responsible for payment of all legal fees, expenses, and disbursements, regardless of the ultimate outcome of the Matter upon receipt of the Firm's invoice. In performing legal services in the Matter, we may also incur costs (including but not limited to costs for electronic data collection, maintenance and storage, other outside vendors including experts and consultants, overnight delivery, travel and the like) for which Client shall be responsible. A detailed description of our billing for services and costs is included in the enclosed Standard Terms of Engagement for Legal Services.

The Firm will not invoice Client for intra-office conferences among attorneys, paralegals, or staff.

We will send bills monthly, by email, for fees and costs. Payment is due upon receipt and may be made by check, credit card or electronic payment identified on the monthly invoice. If our bills are not timely paid, we reserve the right to terminate our representation by sending Client written notice. If we are representing Client in litigation, we will seek leave from a court or other tribunal to withdraw if necessary, and you agree not to object or oppose any such application.

Any objection by Client with regard to any charge in the Firm's monthly invoice shall be made to the Firm within ninety (90) days of Client's receipt of the invoice, otherwise any objection is waived and the amount charged is immediately due and payable without adjustment. Client's mere failure to make payment within ninety (90) days of Client's receipt of the invoice does not, in and of itself, constitute an objection.

**Retainer.** We have waived our requirement for a retainer payment but reserve the right to request one at any time prior to undertaking any substantive legal task (e.g., motion, trial, etc.).

**Deposits.** If Client provides us a deposit, or we otherwise receive funds on Client's behalf, we will hold the funds in a trust or other client funds account until any distribution is authorized by Client.

Our engagement does not include responsibility for review of Client's insurance policies to determine the possibility of coverage for any existing or future claim. Client is encouraged to submit any claim against it to its insurance carrier(s), if any, in writing for review of potential coverage.

Additional information about these subjects and other important matters appears in the enclosed Standard Terms of Engagement for Legal Services, which are incorporated as part of this letter and which you should review before agreeing to our engagement.

Thank you for entrusting the Matter to the Firm. Please contact me directly with any questions regarding this engagement letter. Please confirm this proposal is acceptable by returning a countersigned copy of this engagement letter and the retainer payment (your original signature page is not required). However, any services rendered by the Firm in connection with the Matter prior to you signing below shall be governed by the terms of this letter.

City of Watertown  
January 15, 2026  
Re: Harris Beach Murtha Engagement Letter  
Page 5

If at any time you have questions about the progress of the Matter, the way in which it is being staffed or any other issue, please contact me right away.

We look forward to working with the City of Watertown.

Sincerely,

HARRIS BEACH MURTHA CULLINA PLLC

By: Julian B. Modesti  
Julian B. Modesti

JBM

Enc.: Standard Terms of Engagement of Legal Services

**Agreed and Accepted:**

**CITY OF WATERTOWN**

**By:** \_\_\_\_\_

**Signed: January \_\_, 2026**

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **Standard Terms of Engagement for Legal Services**

This document sets forth the standard terms of engagement of Harris Beach Murtha Cullina PLLC (“we,” “us,” or “our Firm”) as attorneys for the client identified in the accompanying engagement letter (“you” or “Client”). The engagement letter sets forth specific terms, and those terms control if the engagement letter conflicts with these standard terms. With that exception, the following standard terms are an integral part of our agreement with you. We ask that you review this document carefully and contact us promptly if you have any questions. We suggest that you retain this document in your file.

### **Whom We Represent**

We represent you in this engagement. Unless we say so in our engagement letter or unless we agree later in writing, we do not represent anyone else, including any affiliated entities or individuals such as Client’s officers, directors, owners, subsidiaries, affiliates, agents, employees, family members or any other potentially interested or related parties (individually “Affiliate”, and collectively, “Affiliates”). If you want us to represent others, please talk to us about that, and if there is no conflict or other obstacle, we will provide you with a new engagement letter that identifies whom we represent.

Because we do not represent affiliated entities or individuals who are not specifically identified as Clients in the engagement letter, it will not be a conflict of interest and will not require your consent for us to represent another client with interests adverse to any such affiliate or family member.

### **Consent to Future Conflicts (Advance Waiver of Conflicts)**

Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only you that our Firm represents, and not any of your Affiliates. As such you will not give our Firm any confidential information regarding any Affiliates unless: (a) that Affiliate has separately engaged us to perform services on that Affiliate’s behalf; or (b) such information is essential to the engagement. There are no intended third-party beneficiaries to this engagement letter.

The engagement letter identifies the particular matter on which we have agreed to serve as your counsel (“the Matter”). As you know, our Firm is a large law firm and represents many other companies and individuals, including as fiduciaries, in many other matters. During the time we are representing you, we may also represent other clients—including clients who are your direct competitors or may otherwise have business or legal interests adverse to yours—in disputes adverse to you or transactions to which you are a party. We will not do so, however, where the dispute or transaction is substantially related to the Matter and the other client’s interests are substantially adverse to yours.

Based on the foregoing, you agree that our representation of you in the Matter will not disqualify our Firm from opposing you in litigation, transactions, or other legal matters that are not substantially related to the Matter, and you consent in advance to any conflict of interest with

respect to those representations. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature concerning you (including communications with you protected by your attorney-client privilege) that we have acquired in representing you to your disadvantage in any litigation or other matter in which we are opposed to you. Additionally, you agree that we may identify you as a client and disclose the nature of our engagement(s) to other clients and potential clients for the limited purpose of identifying and seeking waivers of conflicts of interest. We agree, however, that this disclosure will not include any information that is subject to your attorney-client privilege.

You agree that our representation of you in the Matter will not prevent or disqualify us from representing clients adverse to you in other matters of any kind except as otherwise stated above and you consent in advance to our undertaking such adverse representations.

### **Representation Exclusions**

Unless expressly included in the Scope of Representation section of the engagement letter, our representation does not include any appeals that may arise from the Matter or, advice, or filings regarding compliance with the Corporate Transparency Act (“CTA”), including the reporting requirements set forth in 31 C.F.R. § 1010.380. If the Matter does expressly include advice regarding the CTA, our Firm undertakes no obligation to update any of Client’s CTA filings unless such services are first confirmed in writing signed by our Firm. Please also note that our Firm does not engage in lobbying activities on behalf of any client.

### **How Fees Are Established**

Unless an alternative fee agreement has been made with you in the engagement letter, we will bill you based on the amount of time spent by attorneys and paralegals in rendering services in the Matter multiplied by their individual hourly billing rates for the Matter. We record the time spent on meetings and communications with you, your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any), and others, conferences among our legal and paralegal personnel, participation in discovery, negotiations, factual and legal research and analysis, litigation, document preparation and revision, attendance at depositions, hearings, mediations, closings, trials, or other proceedings, travel on your behalf, and other related matters. We record our time in units of tenths of an hour. Hourly charges are applied to total time devoted to Client representation, including travel time (when necessary) and reasonable time spent waiting for in-person and virtual court appearances to begin. The hourly rates of our lawyers and paralegals are adjusted annually to reflect current levels of legal experience, changes in overhead costs, market conditions, and other relevant factors.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter that will be billed on an hourly basis. When we are able to do so, we will furnish such an estimate based upon our professional judgment, but when we do so it is always with the understanding that the estimate is not a maximum or fixed fee quotation. Indeed, the reason that you and we have agreed on hourly billing for the Matter is to assure that you are required to pay only for the actual time we devote to the Matter, even if less than we

estimated, and to assure that our Firm will be paid for all time we devote to the Matter, even if greater than the amount estimated.

**For New York Clients Only:** In the event a dispute arises between you and Firm regarding fees, you may have the right to arbitrate that dispute pursuant to Part 137 of the New York Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

### **Other Costs and Expenses**

As part of our representation, we may incur outside costs or internal expenses on your behalf. All outside costs, along with internal costs that we bill to clients in accordance with Firm policy, will be itemized and included in your bill. Outside costs that we bill to our clients include all costs incurred for outside vendors, experts and consultants, specialized computer applications, preparing responses to your auditors, court and agency fees, process server fees, document production, courier services, delivery services, transcripts, witness fees, certified mail postage, and travel expenses such as air-fare, mileage (or car rental charges), tolls, parking, etc. We generally request that outside service providers directly bill our clients or we may forward the provider's invoices to the clients for direct payment. We may require advance or direct payment for outside service providers where individual charges are over \$2,500.

You are responsible for the cost of any vendors or third parties our Firm hires to carry out its services in the Matter, regardless of whether our Firm or the Client executes the agreement for the Vendor's or third party's services.

### **Data Collection and Electronic Storage**

The Matter may entail electronic storage of substantial volumes of documents, which may require the use of an outside vendor to collect, maintain, store, and provide access to the data. We will assist you in making arrangements with a vendor, but it will be your responsibility to pay those costs.

### **Billing Arrangements and Terms of Payment**

We will bill you on a regular basis, ordinarily each month, for both fees and costs. Payment is due upon receipt. Billing on a transactional matter cannot be postponed until closing without our prior written agreement. Interest on unpaid fees and disbursements will be assessed on past due invoices at a rate of .75% per month (9% per annum) or the maximum allowable rate whichever is less.

If your account becomes delinquent, you agree to bring the account current promptly. If the delinquency continues and you do not arrange satisfactory payment terms, we reserve the right to, and may, withdraw from the representation (subject to the approval of a court or other tribunal, where required) and pursue collection of your account. You agree not to object to such withdrawal, and to pay the costs of collecting the debt, including court costs, filing fees, and attorneys' fees.

If you ever overpay an invoice, you agree that our Firm may apply such overpayment to any outstanding fees and expenses or to your next bill. If there are no outstanding fees or expenses and no work in progress, we will refund the overpayment to you.

If you have any questions relating to our Firm's services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our billing statement if you dispute any entry for legal services or charges on any billing statement. In the absence of any written objections within 30 days of your receipt of a billing statement, you will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

### **Communication and Confidentiality**

You agree to cooperate with our Firm on all aspects of the Matter, including providing us with prompt, truthful and accurate information, documents and other relevant data, as we will rely on those in the performance of legal services for the Matter. In addition, you agree to promptly notify our Firm of any change in your contact information, including any responsible parties at your company if you are at an organization, so that we will have the most up to date way to contact you regarding the Matter. In certain cases, if we are not able to contact you in time, we may miss deadlines that have a legal consequence, including those involved with litigation or patent prosecution, which could result in a significant loss of your rights, with respect to the Matter.

Unless you direct us otherwise, we will use unencrypted e-mail as the primary means of communication with you. We may also use cellular telephones (including smart phones) and facsimile machines to communicate with you. Texting is not a preferred method of communication but may be used on a limited basis to communicate non-sensitive information to you. Consistent with applicable rules of professional conduct, our Firm will take reasonable steps to protect the confidentiality of Firm-Client communication, but unless applicable law provides otherwise, our Firm will not be responsible for disclosures of your confidential information occurring from the use of such communication technologies. You must notify us if you have any requests or requirements regarding our Firm's methods of communication with you.

Our Firm employs protective technologies such as anti-malware scanning that may occasionally reject a communication that you send to us, or we may send you a communication that is rejected by your system. These occurrences may occur in the ordinary course of business, and we both acknowledge that they could affect the security and reliability of our communications.

Any processing of your data by our Firm is for the purpose of providing legal services to you or furthering the legitimate interests of our Firm related to such services. Additional terms governing our Firm's use of your data are set forth in its privacy policy, available at <https://harrisbeachmurtha.com/>.

You agree that our Firm may disclose the fact of its representation of you, including in materials that our Firm uses to describe its practices and expertise.

## **Termination**

You may terminate our representation at any time by notifying us in writing.

Subject to the rules of professional responsibility in the jurisdictions in which we practice, we may withdraw from representation if you fail to abide by these standard terms of engagement or the terms of the engagement letter, if you misrepresent or fail to disclose material facts, if you fail to respond to communications from us or to provide us with current information about how to contact you, due to a conflict of interest with another client, or for any other reason permitted by the professional rules. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal and, if withdrawal becomes necessary, we will promptly give you notice of our withdrawal. We will not withdraw unless withdrawal can be accomplished in accordance with the applicable rules of professional conduct.

After our Firm's completion of legal services to you, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice on issues relating specifically to the Matter, we have no continuing obligation to advise you with respect to future legal developments, whether relating to the Matter or otherwise.

The termination of our services does not affect your responsibility for payment of fees for legal services rendered and costs incurred before termination and in connection with an orderly transition of the Matter.

## **Subpoenas for Documents or Testimony**

There may come a time, during or after conclusion of the Matter, that our Firm receives a subpoena, request for information, or demand for production or disclosure from any person or entity, including any governmental agency, regarding you or the Matter and/or that might call for or purport to demand that we reveal or produce your confidential information (collectively, "Subpoena"). If we receive a Subpoena, we will promptly notify you, and will to the full extent permitted by law assert the Attorney-Client Privilege and all other applicable privileges, and decline/resist production of the subpoenaed persons or records, unless otherwise ordered by a court or authorized by you. You agree to reimburse our Firm for the attorney's time expended and expenses incurred in connection with responding to such Subpoena, at the rate set forth in this Agreement, including for giving testimony should that be required.

## **Data Protection and Information Security**

Consistent with applicable rules of professional conduct, our Firm will employ reasonable administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of your information.

To ensure the highest level of security, accessibility, and efficiency, we utilize third-party cloud storage providers to store and manage your data. This means that your information may be stored in the cloud, but rest assured our chosen cloud providers implement robust security measures and offer high reliability and redundancy. By agreeing to the terms of this engagement

letter, you consent to us storing your information in the cloud and acknowledge that, as with any technology, such storage creates some risk of inadvertent or unauthorized disclosure of confidential information (e.g., bad acts perpetrated by cyber criminals).

### **Use of Artificial Intelligence**

To provide you with efficient and cost-effective legal services, our Firm is continually evaluating both established and emerging technologies to enhance our representation, including artificial intelligence (AI) platforms or tools. If we use any AI platform or tool, that use will be limited to specific tasks that are suited to its capabilities, and will not replace the diligence, expertise, or judgment of our Firm's lawyers. Should you have any questions or concerns, please contact us.

### **Data Privacy Regulations**

We are committed to maintaining the confidentiality of all information provided to us. We will take all necessary steps to protect your information in accordance with applicable data privacy regulations. This includes implementing appropriate technical and organizational measures to safeguard your data against unauthorized access, disclosure, alteration, or destruction.

To the extent that the Matter involves the application of certain data privacy regulations such as the EU General Data Protection Regulation or UK General Data Protection Regulation (collectively, "GDPR"), we agree to separately enter into a Data Protection Addendum for the rights and responsibilities of each of us which are imposed as a result of GDPR or similar regulations. You acknowledge that our Firm is based in the United States and that all information and data regarding the Matter will be transferred and stored in the United States, and our Firm and you can enter into an appropriate data transfer agreement if required by applicable data privacy regulations.

### **Outcome of Engagement**

We may express our opinions, views or beliefs concerning the Matter and any claims or courses of action and the results that might be anticipated, which are intended to be an expression of opinions, views and beliefs only, based on information available to us at the time. You should not construe our opinions, views or beliefs as a promise or guarantee of any results or outcome of the Matter.

### **Conclusion of Representation; Retention and Disposition of Documents**

Unless previously terminated, our representation of you with respect to the Matter will conclude when we send you the last invoice for services rendered in the Matter. If the scope of the Matter contemplates an ongoing relationship wherein you seek advice from us on discrete matters on an as-needed basis, you shall be deemed a current client of our Firm for purposes of conflicts of interest while we are in the process of answering such discrete questions, and the attorney-client

relationship between our Firm and you shall conclude once we have answered your question. The attorney-client relationship will then resume the next time you seek advice from us.

Following such conclusion, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, our Firm will return your papers and property promptly after receipt of payment for any outstanding fees and costs. If you do not make such a request within 90 days following the conclusion of the engagement set forth herein, you agree and understand that any materials left with our Firm after the engagement ends may be retained or destroyed at our discretion.

Please note that “materials” include paper files and information in other storage media, including, but not limited to, voicemail, e-mail, and other electronic files, printer files, copier files, video files, and other formats. Our Firm reserves the right to make, at its expense, copies of all documents generated or received by our Firm in the course of its representation. Our Firm will retain its files pertaining to the Matter. These Firm files include, for example, Firm administrative records; internal lawyers’ work product, such as drafts, notes, and internal memoranda; and legal and factual research, including memos and investigative reports prepared by or for the internal use of lawyers. Our Firm will retain all remaining documents for a certain period of time, but reserves the right for various reasons, including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the conclusion of the engagement set forth herein. This paragraph also applies to any client materials being held or stored by a third-party vendor.

### **Choice of Law and Venue**

Both the terms of this engagement letter and the attorney-client relationship it creates between you and us shall be governed by the laws of the State of New York , without giving effect to the conflicts of law principles thereof. Any claim, suit, action, dispute, or proceeding arising out of, or with respect to, this engagement letter or the legal services provided hereunder (collectively, for purposes of this paragraph only, “claim”) shall be brought in the state or federal courts of New York, Connecticut, or Massachusetts and no other. You hereby consent to personal jurisdiction and venue in those courts for the purpose of any claim and waives your rights to bring any claim in any other court or jurisdiction.

### **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. An executed facsimile, PDF, or electronic copy of this Agreement shall be deemed to be an original fully enforceable agreement or counterpart.

# # #

January 20, 2026

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Designating the City Manager as the City's Official Representative for the New York State Environmental Facilities Corporation Engineering Planning Grant for the Newell Street Combined Sewer Evaluation Project and Appropriating Funding for the Project

On August 6, 2025, the City was awarded an Engineering Planning Grant in the amount of \$50,000 from the New York State Environmental Facilities Corporation (NYS EFC) to evaluate the Newell Street Combined Sewer. NYS EFC requires the City to approve a resolution that authorizes a representative of the City to execute the grant agreement and commit to the required local match.

The attached resolution designates the City Manager as the official representative of the City for the grant and authorizes the execution of the Grant Agreement and any and all other contracts, documents and instruments necessary to bring about the project and fulfill the obligations under the grant agreement. It also commits the City to the required local match. The local match will be funded by the bond ordinance included on tonight's agenda.

The preliminary evaluation of the Newell Street Combined Sewer is expected to cost \$120,000. In addition to the \$50,000 grant from NYS EFC, the total project budget will be funded by \$20,000 in in-kind costs from the City, consisting of professional services from the Engineering Department. The balance will be funded by the City.

The Newell Street Reconstruction Project was included in the fiscal year 2025-2026 Capital Budget. The sewer system in the Newell Street area is extremely antiquated and experiences overflows and sewer main breaks during high precipitation and runoff events. This causes overflows of the combined sewer into the Black River and problems for area businesses. The study will evaluate the combined sewer in the Newell Street area to identify best alternatives to correct inflow and infiltration, minimize combined sewer overflows and improve resiliency.

This planning grant will fund a preliminary investigation and development of an engineering report. It will provide the City with potential engineering solutions and cost estimates for the proposed work. The preliminary engineering report is required for the City to be eligible for and prepare to apply for financing through NYS EFC's Clean Water State Revolving Loan Fund and other grant opportunities.

# RESOLUTION

Page 1 of 2

Designating the City Manager as the City's Official Representative for the New York State Environmental Facilities Corporation Engineering Planning Grant for the Newell Street Combined Sewer Evaluation Project and Appropriating Funding for the Project

Council Member GARRABRANT, Scott  
 Council Member KIMBALL, Robert O.  
 Council Member OSBORNE, Doug E. Jr.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.  
 Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS, the New York State Environmental Facilities Corporation (EFC) has awarded the City a Wastewater Infrastructure Engineering Planning Grant (EPG) for the Newell Street Combined Sewer Evaluation in an amount not to exceed \$50,000, and

WHEREAS, the City of Watertown Newell Street Combined Sewer Evaluation Project proposes an engineering study to evaluate the combined sewer in the Newell Street area to identify best alternatives to evaluate inflow and infiltration, minimize combined sewer overflows, minimize future sewer main breaks during high precipitation events, and improve resiliency, and

WHEREAS, the study is proposed to include documentation of existing conditions as well as a hydraulics & hydrology study for Newell Street from Mill Street to Engine Street, portions of the Fairgrounds to the wastewater treatment plant and cross streets in proximity to Newell Street, and

WHEREAS, the proposed study and development of a Preliminary Engineering Report (PER) will document in quantitative and qualitative terms the impact of the Newell Street combined sewer on the Black River and identify actionable improvements to improve water quality, and

WHEREAS, the proposed project budget of \$120,000 includes \$100,000 in engineering costs to complete the hydraulics & hydrology study and PER, and \$20,000 of in-kind services from the City, and

WHEREAS, the EPG program requires that awardees submit a certified resolution from the City Council that designates an authorized representative and commits to the local match amount,

# RESOLUTION

Page 2 of 2

Designating the City Manager as the City's Official Representative for the New York State Environmental Facilities Corporation Engineering Planning Grant for the Newell Street Combined Sewer Evaluation Project and Appropriating Funding for the Project

Council Member GARRABRANT, Scott  
 Council Member KIMBALL, Robert O.  
 Council Member OSBORNE, Doug E. Jr.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.  
 Total .....

YEA	NAY

NOW THEREFORE BE IT RESOLVED that the City Manager of the City of Watertown, New York, is hereby designated as the official representative of the City for the NYS EFC Engineering Planning Grant and is authorized to execute the Grant Agreement and any and all other contracts, documents, and instruments necessary to bring about the project and to fulfill the obligations under the Grant Agreement.

BE IT FURTHER RESOLVED that the City Council hereby commits to the required Local Match of \$10,000 which will be funded by a Bond Ordinance for the project and authorizes the use of the matching funds.

*Seconded by* \_\_\_\_\_

Ord No. 1

January 20, 2026

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: An Ordinance Authorizing the Issuance of \$7,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of Newell Street, in and for said City

Included in the Fiscal Year 2025-26 Capital Budget was the reconstruction of Newell Street at an estimated cost of \$7,500,000. City staff is looking to commence work on this projects but before they may do so the funding source needs to be approved.

Accordingly, a bond ordinance in the amount of \$7,500,000 has been prepared for City Council consideration to finance the project.

**ORDINANCE**

Page 1 of 6

An Ordinance Authorizing the Issuance of \$7,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of Newell Street, in and for said City

- Council Member GARRABRANT, Shane A.
- Council Member KIMBALL, Robert O.
- Council Member OSBORNE Jr, Douglas E.
- Council Member SHOEN, Benjamin P.
- Mayor PIERCE, Sarah V.C.

YEA	NAY

**Introduced by** \_\_\_\_\_

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, on January 20, 2026, at 7:00 o'clock P.M., Eastern Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by Councilperson \_\_\_\_\_, who moved its adoption, seconded by Councilperson \_\_\_\_\_, to-wit:

BOND ORDINANCE DATED JANUARY 20, 2026.

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$7,500,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF NEWELL STREET, IN AND FOR SAID CITY.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York (the "City"), as follows:

Section 1. For the specific object or purpose of paying the cost of the reconstruction of Newell Street, including street repaving, sidewalks, curbs, landscaping, water and sewer upgrades, related right-of-way improvements, in and for the City, and incidental expenses in

**ORDINANCE**

Page 2 of 6

An Ordinance Authorizing the Issuance of \$7,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of Newell Street, in and for said City

- Council Member GARRABRANT, Shane A.
- Council Member KIMBALL, Robert O.
- Council Member OSBORNE Jr, Douglas E.
- Council Member SHOEN, Benjamin P.
- Mayor PIERCE, Sarah V.C.

YEA	NAY

connection therewith, there are hereby authorized to be issued \$7,500,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$7,500,000 and that the plan for the financing thereof is by the issuance of the \$7,500,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State and, or federal aid or any other revenue received by the City from other sources for such specific object or purpose, which monies are hereby appropriated therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision ninety-one of paragraph a of Section 11.00 of the Local Finance Law, as said class shall consist of objects or purposes with a period of probable usefulness of at least fifteen years under one or more of subdivisions 1, 3, 4 or 20 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the City Comptroller shall deem best for the interests of the City, including but not limited to, the power

**ORDINANCE**

Page 3 of 6

An Ordinance Authorizing the Issuance of \$7,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of Newell Street, in and for said City

Council Member GARRABRANT, Shane A.  
 Council Member KIMBALL, Robert O.  
 Council Member OSBORNE Jr, Douglas E.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.

YEA	NAY

to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the City Comptroller shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Comptroller. Such notes shall be of such terms, form and contents as may be prescribed by said City Comptroller consistent with the provisions of the Local Finance Law.

Section 9. The City Comptroller is hereby further authorized, at the sole discretion of the City Comptroller, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this ordinance is to give the City Comptroller sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes without resorting to further action of the City Council.

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for

# ORDINANCE

Page 4 of 6

An Ordinance Authorizing the Issuance of \$7,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of Newell Street, in and for said City

- Council Member GARRABRANT, Shane A.
- Council Member KIMBALL, Robert O.
- Council Member OSBORNE Jr, Douglas E.
- Council Member SHOEN, Benjamin P.
- Mayor PIERCE, Sarah V.C.

YEA	NAY

mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

Section 12. The validity of such bonds and bond anticipation notes may be contested only if:

(1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 13. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 14. This ordinance, which takes effect immediately, shall be published in summary in the Watertown Daily Times, the official newspaper of the City, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Unanimous consent moved by \_\_\_\_\_, seconded by \_\_\_\_\_, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

ORDINANCE

Page 5 of 6

An Ordinance Authorizing the Issuance of \$7,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of Newell Street, in and for said City

- Council Member GARRABRANT, Shane A.
- Council Member KIMBALL, Robert O.
- Council Member OSBORNE Jr, Douglas E.
- Council Member SHOEN, Benjamin P.
- Mayor PIERCE, Sarah V.C.

YEA	NAY

- Council Member Shane A. Garrabrant VOTING \_\_\_\_\_
- Council Member Robert O. Kimball VOTING \_\_\_\_\_
- Council Member Douglas E. Osborne Jr. VOTING \_\_\_\_\_
- Council Member Benjamin P. Shoen VOTING \_\_\_\_\_
- Mayor Sarah V.C. Pierce VOTING \_\_\_\_\_

The ordinance was thereupon declared duly adopted.

\* \* \* \* \*

APPROVED BY THE MAYOR

\_\_\_\_\_, 2026.

Mayor

STATE OF NEW YORK )

) ss.:

COUNTY OF JEFFERSON )

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on January 20, 2026, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

**ORDINANCE**

Page 6 of 6

An Ordinance Authorizing the Issuance of \$7,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of Newell Street, in and for said City

- Council Member GARRABRANT, Shane A.
- Council Member KIMBALL, Robert O.
- Council Member OSBORNE Jr, Douglas E.
- Council Member SHOEN, Benjamin P.
- Mayor PIERCE, Sarah V.C.

YEA	NAY

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media Date given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code  
I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice Date of Posting

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on January \_\_\_\_\_, 2026.

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

**Seconded by** \_\_\_\_\_

**FISCAL YEAR 2025-2026  
CAPITAL BUDGET  
INFRASTRUCTURE  
SIDEWALKS / STORM SEWERS / STREETS**

PROJECT DESCRIPTION	COST												
<p><b>Newell Street Reconstruction Project</b></p> <p>This project will include new pavement, curbs, sidewalks, major utility upgrades including water and sewer along with landscaping and other surface treatments. The project will extend from Arch Street to Engine Street.</p> <div style="text-align: center;"> </div>	<p><b>\$7,500,000</b></p>												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">General Fund – sidewalks</td> <td style="text-align: right; padding: 2px;">\$ 500,000</td> </tr> <tr> <td style="padding: 2px;">General Fund – storm sewer</td> <td style="text-align: right; padding: 2px;">\$ 1,000,000</td> </tr> <tr> <td style="padding: 2px;">General Fund – street</td> <td style="text-align: right; padding: 2px;">\$ 5,000,000</td> </tr> <tr> <td style="padding: 2px;">Water Fund – water main</td> <td style="text-align: right; padding: 2px;">\$ 250,000</td> </tr> <tr> <td style="padding: 2px;">Sewer Fund – sanitary sewer</td> <td style="text-align: right; padding: 2px;"><u>\$ 750,000</u></td> </tr> <tr> <td style="padding: 2px;"><b>Total</b></td> <td style="text-align: right; padding: 2px;"><u><b>\$ 7,500,000</b></u></td> </tr> </table>	General Fund – sidewalks	\$ 500,000	General Fund – storm sewer	\$ 1,000,000	General Fund – street	\$ 5,000,000	Water Fund – water main	\$ 250,000	Sewer Fund – sanitary sewer	<u>\$ 750,000</u>	<b>Total</b>	<u><b>\$ 7,500,000</b></u>	
General Fund – sidewalks	\$ 500,000												
General Fund – storm sewer	\$ 1,000,000												
General Fund – street	\$ 5,000,000												
Water Fund – water main	\$ 250,000												
Sewer Fund – sanitary sewer	<u>\$ 750,000</u>												
<b>Total</b>	<u><b>\$ 7,500,000</b></u>												
<p>Funding to support this project will be from the issuance of a 15-year serial bond with Fiscal Year 2026-27 General Fund debt service of \$677,083.</p>													
<b>TOTAL</b>	<b>\$7,500,000</b>												

Ord No. 2

January 20, 2026

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of 426, 430, 440 and 454 State Street, Respective Parcel Numbers 12-03-220.100, 12-03-220.200, 12-03-220.300, and 12-03-201.000 from Downtown to Urban Mixed Use

Kayla Kibling of Barton & Loguidice, D.P.C. has submitted a request on behalf of 454 State Street NNY, LLC, to change the approved Zoning Classification of 430 State Street, Parcel Number 12-03-220.200, 440 State Street, Parcel Number 12-03-220.300, and 454 State Street, Parcel Number 12-03-201.000 from Downtown to Urban Mixed Use.

The Planning Commission reviewed the request at its January 6, 2026 meeting and adopted a motion to recommend that City Council grant the Zone Change request. As part of their motion, the Planning Commission recommended that the City Council also rezone 426 State Street from Downtown to Urban Mixed Use to maintain unified zoning on the south side of the 400-block.

Attached are the complete Zone Change application and Staff's report to the Planning Commission. A copy of the Planning Commission's meeting minutes will be sent to the City Council with the February 2, 2026 agenda package.

The City Council must hold a public hearing on the ordinance before it may vote. Staff recommends that City Council schedule a public hearing for 7:15 p.m. on Monday, February 2, 2026. A SEQRA resolution will be presented for City Council consideration at that meeting.

# ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of 426, 430, 440 and 454 State Street, Respective Parcel Numbers 12-03-220.100, 12-03-220.200, 12-03-220.300, and 12-03-201.000 from Downtown to Urban Mixed Use

Council Member GARRABRANT, Shane A.  
 Council Member KIMBALL, Robert O.  
 Council Member OSBORNE Jr, Douglas E.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.  
 Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

BE IT ORDAINED where Kayla Kibling of Barton & Loguidice, D.P.C. has made an application on behalf of 454 State Street NNY, LLC, by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of 430 State Street, Parcel Number 12-03-220.200, 440 State Street, Parcel Number 12-03-220.300, and 454 State Street, Parcel Number 12-03-201.000 from Downtown to Urban Mixed Use, and

WHEREAS the Planning Commission of the City of Watertown considered the Zone Change request at its January 6, 2026, meeting and adopted a motion recommending that City Council approve the zone change, and

WHEREAS the Planning Commission also recommended that the City Council rezone 426 State Street, Parcel Number 12-03-220.100, in addition to the above requested parcels, and

WHEREAS a public hearing was held on the proposed zone change on February 2, 2026, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed Zone Change according to the requirements of SEQRA, and

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

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 426 State Street, Parcel Number 12-03-220.100, 430 State Street, Parcel Number 12-03-220.200, 440 State Street, Parcel Number 12-03-220.300, and 454 State Street, Parcel Number 12-03-201.000 shall be changed from Downtown to Urban Mixed Use, and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect the Zone Change, and

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown or otherwise printed as the City Manager directs.

**Seconded by** \_\_\_\_\_



# MEMORANDUM

CITY OF WATERTOWN, NEW YORK  
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT  
245 WASHINGTON STREET, ROOM 305, WATERTOWN, NY 13601  
PHONE: 315-785-7741 – FAX: 315-782-9014

TO: Planning Commission Members

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

PRIMARY REVIEWER: Geoffrey Urda, Senior Planner

SUBJECT: Zone Change – **430 State Street, 440 State Street and 454 State Street**,  
Parcel Numbers 12-03-220.200, 12-03-220.300 and 12-03-201.000

DATE: December 31, 2025

---

**Request:** To Change the Approved Zoning Classification of 430 State Street, Parcel Number 12-03-220.200, 440 State Street, Parcel Number 12-03-220.300 and 454 State Street, Parcel Number 12-03-201.000 from Downtown to Urban Mixed Use

**Applicant:** Kayla Kibling, Barton & Loguidice, D.P.C.

**Owner(s):** 454 State Street NNY, LLC

**SEQRA:** Unlisted

**County Review:** No

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**Comments:** The applicant seeks to rezone the properties at 430, 440 and 454 State Street from Downtown to Urban Mixed Use (UMU) to facilitate development of a drive-through coffee shop on land that currently comprises 440 and part of 430 State Street.

All three properties involved are presently zoned Downtown and the Downtown District does not allow drive-throughs. The applicant is requesting the Zone Change so that the proposed drive-through would be legal.

**Existing Conditions:** The subject parcels currently contain a mix of vacant and active uses.

440 State Street, where the applicant proposes to construct a drive-through coffee shop, is completely vacant, with no existing structures on the parcel, although the site is entirely paved (see satellite image below).

430 State Street contains the America's Rent-to-Own furniture rental business. It is an "L-shaped" parcel that fronts on State Street, wraps around the Little Caesar's parcel (426 State Street – not included in the Zone Change) where it has a second frontage and curb cut on Parker Street. The existing building is on the rear section of the parcel, functionally behind Little Caesar's.

454 State Street contains the State Street Market, with the market building covering the entire parcel. This is the corner parcel with Winthrop Street and the easternmost Downtown-zoned parcel before the existing Zoning changes to Urban Mixed Use.

The entire south side of the 400-block, which contains three buildings across four parcels, is presently entirely hardscape and contains no landscaping or green space. If rezoned to UMU, any future development on the subject parcels would need to meet the 90 percent lot coverage maximum in the UMU District, meaning that at least 10 percent of a redeveloped parcel would need to be pervious surface.

Directly opposite 440 State Street is the T-intersection with Mechanic Street. To the west of Mechanic Street on the north side of State Street are a Wendy's restaurant and a Burger King restaurant, both of which have existing drive-through accessory uses. To the east of the Mechanic Street intersection are the Midtown Towers courtyard on the northeast corner and Ace Hardware to the east of that.

Please see the satellite map at the end of this Staff Report for an overview of the existing land uses on and in the vicinity of this Zone Change request.

**Zoning and the Comprehensive Plan:** The City's adopted Comprehensive Plan recommends the future land use for the 400-block of State Street as Downtown/Central Business District. The block is on the edge of the Downtown future land use character area as Winthrop Street and Mechanic Street are the approximate border between Downtown and the Urban Mixed Use/Downtown Transition future land use character area. The Comprehensive Plan's visions for both of these character areas are below.

***Downtown/Central Business District:*** "This district has the highest density, greatest variety of uses, and includes buildings of regional and historic significance. New infill development should reinforce the urban and historic character. Buildings are taller than in other parts of the City and parking is generally off-site. On-site parking, where it exists, is behind the building to preserve the historic building pattern and reinforce the walkable nature of downtown."

***Urban Mixed Use/Downtown Transition:*** "The Urban Mixed-Use areas are historic areas generally located between the Central Business District (CBD) and residential neighborhoods where land use transitions from intense urban business to lesser intense residential and compatible non-residential uses. These transitional areas begin to have obvious changes in building types, architectural styles, lot sizes, and pedestrian activity. Buildings are generally lower in height and parking may be onsite, preferably behind or at the side of the building to avoid a suburban look. Buildings are designed to be visually appealing with shorter setbacks to address the sidewalk and help reinforce a positive pedestrian experience."

Regarding the boundaries between the land use character areas on the future land use map, the Comprehensive Plan states:

*“The land use areas depicted on the Future Land Use Map have deliberately blurred edges between the districts. This is meant to graphically reinforce the conceptual and visionary nature of future land use planning. While the map is intended to inform a future zoning map, the boundaries do not follow property lines and should not be interpreted as specific edges of new zoning districts.”*

In this instance, the block requested for rezoning falls immediately adjacent to one of the blurred edges discussed above. The existing character is far more suburban than either future land use character area prescribes, so redevelopment in adherence to either the Downtown or UMU Zone would represent a much truer implementation of the plan than the existing conditions. This zone change request is in harmony with the Comprehensive Plan.

**SEQR:** The applicant has submitted a State Environmental Quality Review (SEQR) Short Environmental Assessment Form (EAF) as part of the application for the Zone Change.

The New York State Department of Environmental Conservation’s (DEC) SEQR Handbook states that *“Proposals or parts of proposals that are related to each other closely enough to be, in effect, a single course of action should be evaluated as one whole action.”* In this case, the “whole action” would minimally include the Zone Change and the subsequent Site Plan Approval. Any potential Subdivision to facilitate construction would also be part of the “whole action.”

A zone change is a legislative act, and the City Council is the sole body authorized to rezone land within the City. The Planning Commission is the body authorized by the Zoning Ordinance to grant Site Plan Approval. With different bodies approving separate project phases, that creates the need for a Coordinated Review under SEQR.

When conducting a coordinated review, a Lead Agency must be designated to coordinate the SEQR process. Staff has reviewed the SEQR criteria for selecting a lead agency and assessing impacts of the proposed action, and Staff concludes that the City Council is the most appropriate choice to act as Lead Agency for the project. The Planning Commission would be an Involved Agency. The Planning Commission should decide if it agrees that the City Council be designated as the Lead Agency or if it objects to that recommendation.

As an Involved Agency, Planning Commission members should communicate to Staff any comments or observations related to SEQR so that Staff can communicate that information to the City Council prior to the completion of the SEQR process.

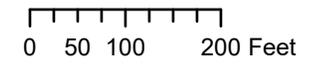
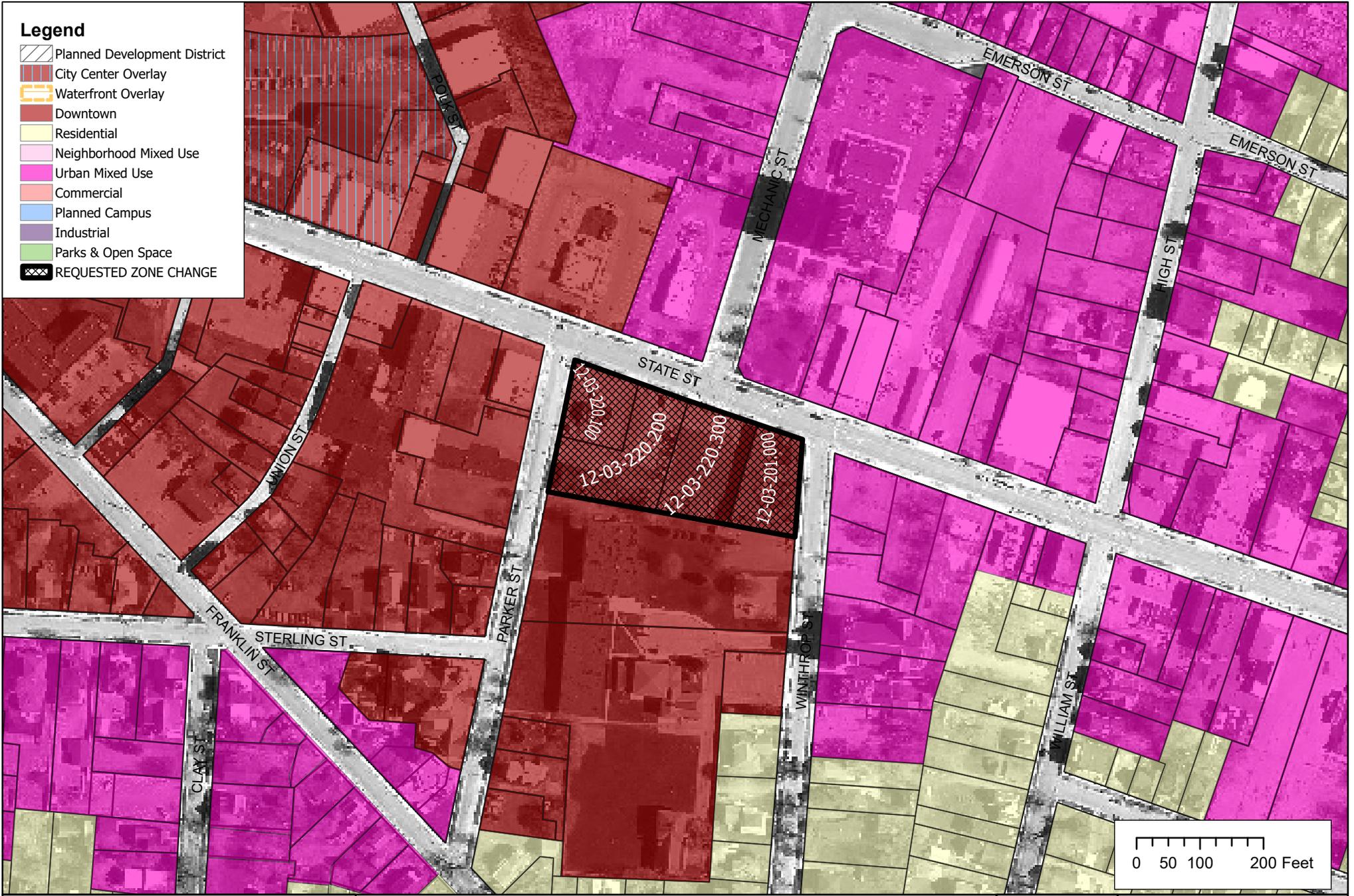
**Planning Commission Action:** The Planning Commission should adopt a motion acknowledging that the City Council is the most appropriate agency to act as Lead Agency for the proposed project at 430, 440 and 454 State St. which includes the proposed zone change, site plan and subdivision.

The Planning Commission is also responsible for making a recommendation to the City Council regarding the proposed zone change from Downtown to Urban Mixed Use for 430, 440 and 454 State Street.

cc: City Council Members  
Thomas Compo, City Engineer

**Legend**

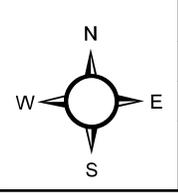
-  Planned Development District
-  City Center Overlay
-  Waterfront Overlay
-  Downtown
-  Residential
-  Neighborhood Mixed Use
-  Urban Mixed Use
-  Commercial
-  Planned Campus
-  Industrial
-  Parks & Open Space
-  REQUESTED ZONE CHANGE



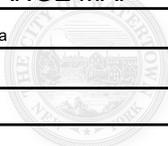
**CITY OF WATERTOWN GIS**  
 245 WASHINGTON STREET  
 2ND FLOOR  
 WATERTOWN, NEW YORK 13601  
 (315) 785-7793  
 gis@watertown-ny.gov

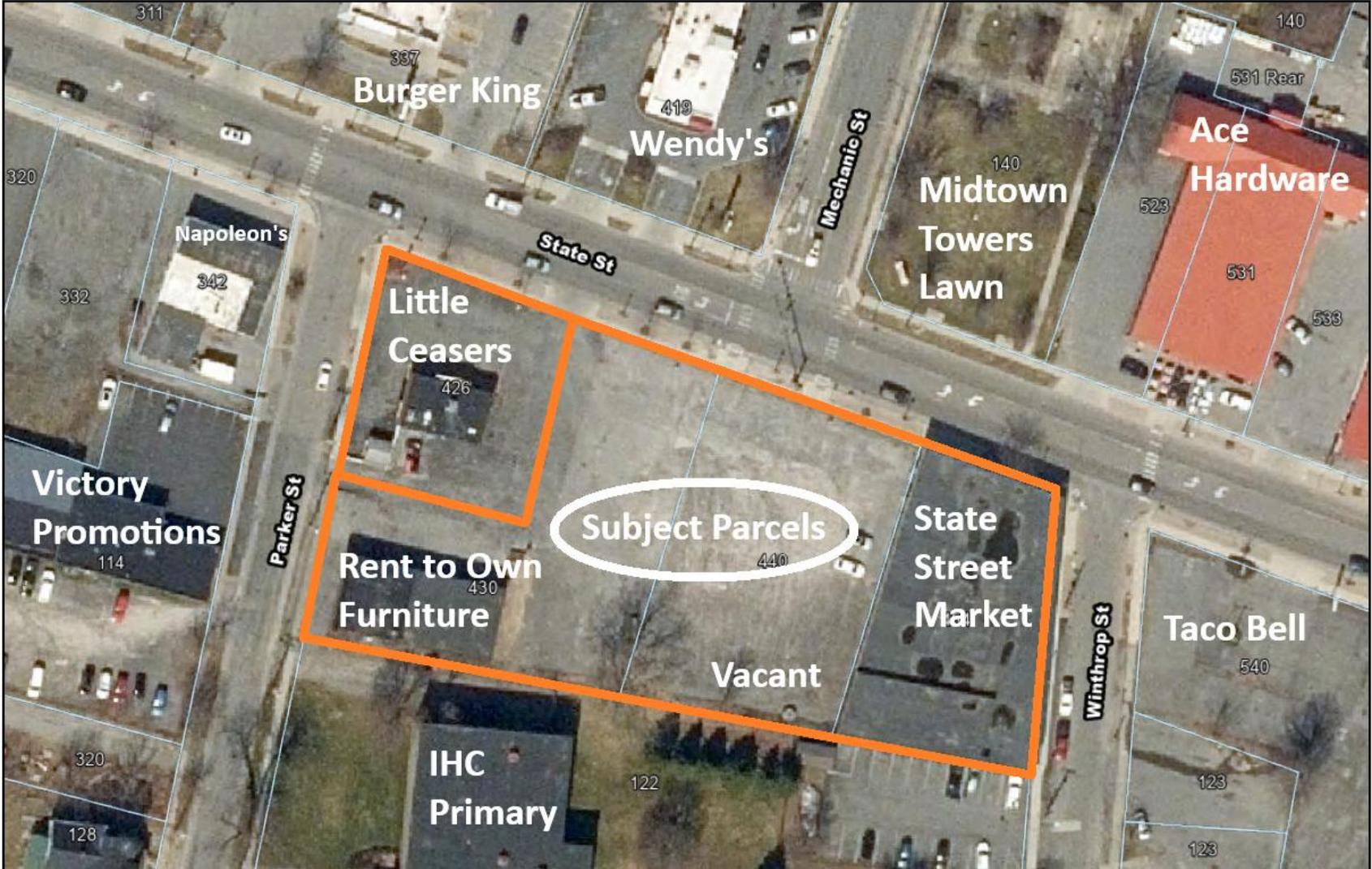
**Downtown to Urban Mixed Use**  
 426, 430, 440, 454 State St  
 (12-03-220.200 12-03-220.100 12-03-220.300 12-03-201.000 )

The City of Watertown does not warrant, guarantee or accept any liability for the accuracy, precision or completeness of any information shown or described hereon or for any inferences made therefrom. Any use made from this information is solely at the risk of the user.



<b>ZONE CHANGE MAP</b>	
Requested By: G. Urda	
Author: mowen	
Date: 1/13/2026	
Scale : 1 in= 200 ft	





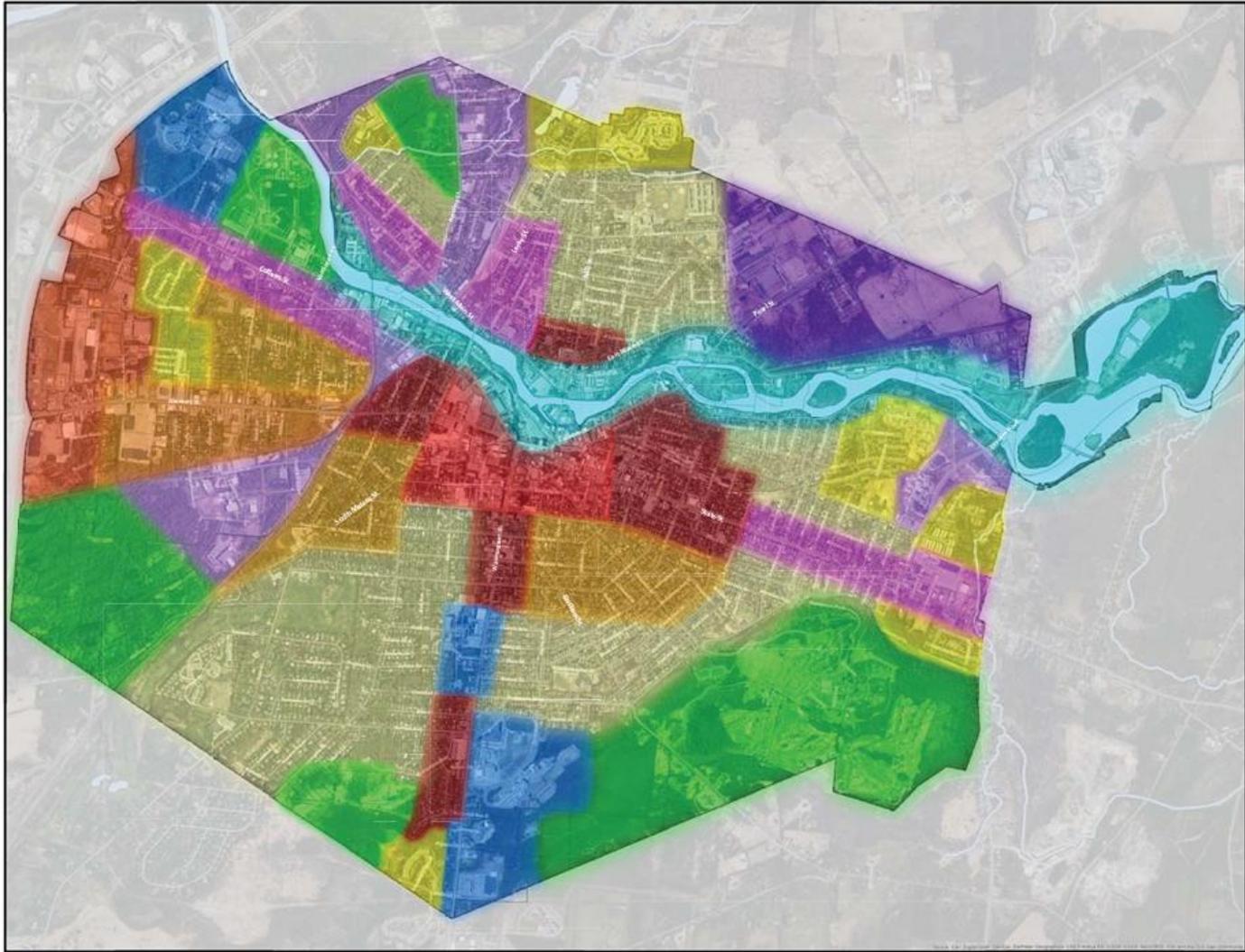
**Legend**

- Black River
- City Boundary
- Parcels
- Subject Parcels for Zone Change

ROADS

N  
  
 0 0 0 mi  
 Author: Web AppBuilder  
 Date: 12/31/2025  
 Title

Above: A map depicting existing land uses on the subject parcels for the Zone Change request and the on the surrounding parcels.



## City of Watertown Future Land Use

Project:  
Comprehensive Plan  
City of Watertown, New York

Elan Project Number:  
18-010

### LEGEND

- Black River Waterfront
- Downtown/Central Business District
- Urban Mixed Use
- Corridor Mixed Use
- Commercial Corridor
- Interstate Commercial
- Residential Apartments
- Residential Medium
- Residential Low Density
- Campus Health & Education
- Light Industry
- Heavy Industry
- Open Space



Date: 07/03/2019  
Data Sources: City of Watertown  
NYS GIS Clearinghouse ([gis.ny.gov](http://gis.ny.gov))



Note: This map was prepared for illustrative purposes only and is not suitable for engineering, surveying or legal purposes.

Above: The Future Land Use Map in the City's adopted Comprehensive Plan.



December 18, 2025

Mr. Michael A. Lumbis, Planning and Community Development Director  
City of Watertown  
245 Washington Street, Room 305  
Watertown, NY 13601

Re: Proposed Zone Change at 430, 440, and 454 State Street Properties  
Subj: Zone Change Application  
File: 5074.001.001

Dear Mr. Lumbis:

On behalf of our client, 454 State Street NNY, LLC (Applicant), we are requesting the addition of the property at 454 State Street (Tax Parcel IDs: 12-03-201.000), to the previously submitted Zoning Change Application PLN-ZONECHANGE2025-00058.

The current zoning designation for the property is Downtown (D). The Applicant is requesting a zoning change to Urban Mixed-Use (UMU).

If you have any questions regarding these initial application documents, please contact me at

[REDACTED]

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Kayla J. Kibling  
Staff Engineer

KJK/jjb

cc: Jake Johnson (454 State Street NNY, LLC)  
Geoff Urda (City of Watertown)



December 12, 2025

Mr. Michael A. Lumbis, Planning and Community Development Director  
City of Watertown  
245 Washington Street, Room 305  
Watertown, NY 13601

Re: Proposed Zone Change at 430 and 440 State Street Properties  
Subj: Zone Change Application  
File: P710.2868

Dear Mr. Lumbis:

454 State Street NNY, LLC (Applicant) is proposing a zone change at the properties of 430 and 440 State Street (Tax Parcel IDs: 12-03-220.200 and 12-03-220.300, respectively), in the City of Watertown, Jefferson County, New York.

The current zoning designation for both properties is Downtown (D). The requested zoning change to Urban Mixed-Use (UMU) would allow the Applicant to pursue potential development of the properties that could include an accessory drive-thru, which is not permitted under the existing zoning. It is understood that within the UMU district, an accessory drive-thru would be subject to a Special Use Permit. Several nearby properties, including those directly across State Street and one block east across Winthrop Street, are currently zoned UMU, demonstrating that the requested zoning change would be consistent with the surrounding land use pattern. Additionally, multiple properties in the vicinity currently operate accessory drive-thru uses. Side-adjacent properties are also owned by the Applicant, and the rear adjacent property is owned by the Church of the Holy Family.

On behalf of the Applicant, enclosed please find the following materials that represent an initial submission for Zoning Change.

List of Attachments
Cover Letter
Property Deeds/Metes and Bounds Descriptions
Tax Map
Part 1 of the Short Environmental Assessment Form

Mr. Michael A. Lumbis, Planning and Community Development Director  
City of Watertown  
December 12, 2025  
Page 2



We request to be placed on the agenda at the next Planning Commission meeting, scheduled for January 6, 2025, to meet with Board members and formally request the zoning change. If you have any questions regarding these initial application documents, please contact me at [REDACTED]

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink that reads 'Kayla Kibling'. The signature is fluid and cursive.

Kayla J. Kibling  
Staff Engineer

KJK/jjb

cc: Jake Johnson (454 State Street NNY, LLC)  
Charles White (Barton & Loguidice, D.P.C.)  
John Condino (Barton & Loguidice, D.P.C.)

Attachments



JEFFERSON COUNTY - STATE OF NEW YORK  
 GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK  
 175 ARSENAL STREET  
 WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH\*\*\*



INSTRUMENT #: 2022-00003677

Receipt#: 2022005785  
 Clerk: AG  
 Rec Date: 03/04/2022 03:43:31 PM  
 Doc Grp: DEE  
 Descrip: DEED  
 Num Pgs: 7  
 Rec'd Frm: BROWNELL ABSTRACT CORPORATION

Party1: TALL TIMBER HOLDINGS LLC  
 Party2: 454 STATE STREET LLC  
 Town: WATERTOWN-CITY OF

Recording:

Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 All others - State	241.00
RP5217 - County	9.00

Sub Total: 330.00

Transfer Tax	
Transfer Tax - State	1700.00

Sub Total: 1700.00

Total: 2030.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 2906  
 Transfer Tax  
 Consideration: 425000.00

Transfer Tax - State	1700.00
----------------------	---------

Total: 1700.00

**WARNING\*\*\***

\*\*\*Information may change during the verification process and may not be reflected on this page

Gizelle J. Meeks  
 Jefferson County Clerk

Record and Return To:

KENDALL WALTON AND BURROWS  
 OFFICE MAILBOX

Form 1583S N.Y. DEED-WARRANTY with Lien Covenant

*THIS INDENTURE, Made this 28<sup>th</sup> day of February, Two Thousand Twenty Two (2022)*

**Between** *TALL TIMBER HOLDINGS LLC a New York State Limited Liability Company, with an office and place of business at 115 Sand Street, Watertown, New York 13601, party of the first part,*

*and*

*454 STATE STREET NNY LLC, a New York State Limited Liability Company, with and office and place of business at 130 North Meadow Street, Watertown, NY 13601, party of the second part,*

*Witnesseth that the party of the first part, in consideration of Zero Dollars and Zero Cents (\$0.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, its heirs, successors and assigns forever,*

*See Schedule A hereto annexed and incorporated into this Deed for reference containing four (4) pages.*

*Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,*

*To have and to hold the premises herein granted unto the party of the second part, its heirs, successors and assigns forever.*

*And said party of the first part covenant as follows:*

*First, That the party of the second part shall quietly enjoy the said premises;*

*Second, That said party of the first part will forever **Warrant** the title to said premises.*

*Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.*

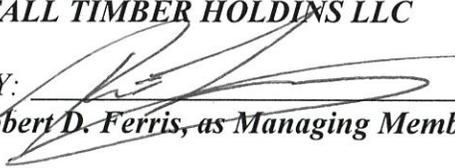
KENDALL WALTON + BURROWS

**This Conveyance** is made and accepted subject to an indebtedness secured by the following mortgage(s) upon said premises held by WATERTOWN SAVINGS BANK: Mortgage made by Tall Timber Holdings LLC dated February 26, 2021 and recorded in the Jefferson County Clerk's Office on February 26, 2021 as Instrument No. 2021-3047, upon which there is an unpaid principal balance of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00), with interest from February 28, 2022 at the rate of FOUR (4.00%) per cent annum, which said mortgage debt the party(ies) of the second part hereby assume and agree to pay, as part of the purchase price of the above described premises, and the party(ies) of the second part hereby execute and acknowledge this Instrument for the purpose of complying with the provisions of General Obligations Law, Section 5-705.

**IN WITNESS WHEREOF**, the party of the first part has hereunto set its hand the day and year first above written.

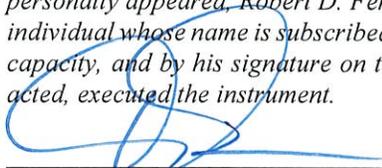
**TALL TIMBER HOLDINGS LLC**

**IN PRESENCE OF**

BY:  (L.S.)  
**Robert D. Ferris, as Managing Member**

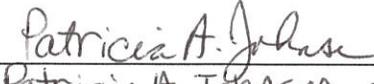
STATE OF NEW YORK )  
COUNTY OF JEFFERSON )SS:

On the 27<sup>th</sup> day of February, in the year 2022, before me the undersigned, a Notary Public In and for the State, personally appeared, Robert D. Ferris, who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
My Commission Expires: \_\_\_\_\_  
ANDREW N. CAPONE  
Notary Public, State of New York  
No. 4999872  
Qualified in Jefferson County  
Commission Expires Aug. 3, 2022

**454 STATE STREET NNY LLC**

**IN PRESENCE OF**

BY:  (L.S.)  
**Patricia A. JOHNSON, as Member**

STATE OF NEW YORK )  
COUNTY OF JEFFERSON )SS:

On the 28<sup>th</sup> day of February, in the year 2022, before me the undersigned, a Notary Public In and for the State, personally appeared, Patricia A. Johnson, who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
My Commission Expires: \_\_\_\_\_

PETER L. WALTON  
Notary Public, State of New York  
Reg. No. 5008024  
Qualified in Jefferson County  
Commission Expires February 8, 2023

# SCHEDULE A

( Page 1 of 4 )

426 State Street  
TMP # 12-03-220.100

PARCEL 1

All that parcel of land located in the City of Watertown, County of Jefferson and State of New York, bounded and described as follows:

Beginning at a point at the intersection of the southwest margin of State Street with the southeast margin of Parker Street; and runs thence from the point of beginning, South 48 degrees 00 minutes 00 seconds East, 106.94 feet along the southwest margin of State Street to a point; thence South 36 degrees 03 minutes 32 seconds West, 110.84 feet to a point; thence North 53 degrees 56 minutes 28 seconds West, 101.38 feet to a point in the southeast margin of Parker Street; thence North 33 degrees 43 minutes 00 seconds East, 122.01 feet along the southeast margin of Parker Street to the point of beginning, containing 0.28 acre of land,

The above described parcel being a part of lands conveyed by Dealmaker Dodge, LLC to Route 57 Development, LLC by deed dated December 12, 2008 and recorded in the Jefferson County Clerk's Office on February 10, 2009 at Instrument 2009-00001930.

Together with the right of ingress and egress over a right of way along the southeast and southwest lines of the above described parcel bounded and described as follows:

Beginning at a point at the intersection of the southwest margin of State Street with the southeast line of the above described 0.28 acre parcel; and runs thence from the point of beginning, South 48 degrees 00 minutes 00 seconds East, 12.57 feet along the southwest margin of State Street to a point; thence South 36 degrees 03 minutes 32 seconds West, 117.54 feet to a point; thence North 53 degrees 56 minutes 28 seconds West, 113.56 feet to a point in the southeast margin of Parker Street; thence North 33 degrees 43 minutes 00 seconds East, 8.01 feet along the southeast margin of Parker Street to a point at its intersection with the southwest line of the above described 0.28 acre parcel; thence South 53 degrees 56 minutes 28 seconds East, 101.38 feet along the southwest line of the above described 0.28 acre parcel to a point; thence North 36 degrees 03 minutes 32 seconds East, 110.84 feet along the southeast line of said 0.28 acre parcel to the point of beginning.

Subject to the right of ingress and egress over a right of way passing through the above described parcel bounded and described as follows:

Beginning at a point at the intersection of the southwest margin of State Street with the southeast line of the above described 0.28 acre parcel; and runs thence from the point of beginning, South 36 degrees 03 minutes 32 seconds West, 110.84 feet along the southeast line of the above described 0.28 acre parcel to a point; thence North 53 degrees 56 minutes 28 seconds West, 101.38 feet along the southwest line of said 0.28 acre parcel to a point in the southeast margin of Parker Street; thence North 33 degrees 43 minutes 00 seconds East, 8.01 feet along the southeast margin of Parker Street to a point; thence South 53 degrees 56 minutes 28 seconds East, 89.21 feet to a point; thence North 36 degrees 03 minutes 32 seconds East, 104.14 feet to a point in the southwest margin of State Street; thence South 48 degrees 00 minutes 00 seconds East, 12.57 feet along the southwest margin of State Street to the point of beginning.

Together with and subject to rights, covenants, easements, restrictions and rights of way of record.

# SCHEDULE A

( Page 2 of 4 )

430 State Street  
TMP # 12-03-220.200

PARCEL 2

All that parcel of land located in the City of Watertown, County of Jefferson and State of New York, bounded and described as follows:

Beginning at a point in the southwest margin of State Street, said point being South 48 degrees 00 minutes 00 seconds East, 106.94 feet measured along said margin from a point at its intersection with the southeast margin of Parker Street; and runs thence from the point of beginning, South 48 degrees 00 minutes 00 seconds East, 84.93 feet along the southwest margin of State Street to a point; thence South 38 degrees 39 minutes 56 seconds West, 179.15 feet to a point in the division line between lands conveyed to Route 57 Development, LLC (Instrument 2009-00001930) on the northeast and lands of The Church of the Holy Family (Liber 377, Page 547) on the southwest; thence North 57 degrees 05 minutes 02 seconds West, 174.43 feet along said division line to an existing PK nail in the southeast margin of Parker Street; thence North 33 degrees 43 minutes 00 seconds East, 86.55 feet along the southeast margin of Parker Street to a point; thence South 53 degrees 56 minutes 28 seconds East, 101.38 feet to a point; thence North 36 degrees 03 minutes 32 seconds East, 110.84 feet to the point of beginning, containing 0.53 acre of land.

The above described parcel being a part of lands conveyed by Dealmaker Dodge, LLC to Rout 57 Development, LLC by deed dated December 12, 2008 and recorded in the Jefferson County Clerk's Office on February 10, 2009 at Instrument 2009-00001930.

Subject to the right of ingress and egress over a right of way passing through the above described parcel bounded and described as follows:

Beginning at a point at the intersection of the southwest margin of State Street with the northwest line of the above described 0.53 acre parcel; and runs thence from the point of beginning, South 48 degrees 00 minutes 00 seconds East, 12.57 feet along the southwest margin of State Street to a point; thence South 36 degrees 03 minutes 32 seconds West, 117.54 feet to a point; thence North 53 degrees 56 minutes 28 seconds West, 113.56 feet to a point in the southeast margin of Parker Street; thence North 33 degrees 43 minutes 00 seconds East, 8.01 feet along the southeast margin of Parker Street to a point at its intersection with a northeast line of the above described 0.53 acre parcel; thence South 53 degrees 56 minutes 28 seconds East, 101.38 feet along said line to a point; thence North 36 degrees 03 minutes 32 seconds East, 110.84 feet along a northwest line of said 0.53 acre parcel to the point of beginning.

Together with the right of ingress and egress over a right of way bounded and described as follows:

Beginning at a point at the intersection of the southwest margin of State Street with a northwest line of the above described 0.53 acre parcel; and runs thence from the point of beginning, South 36 degrees 03 minutes 32 seconds West, 110.84 feet along a northwest line of the above described 0.53 acre parcel to a point; thence North 53 degrees 56 minutes 28 seconds West, 101.38 feet along a northeast line of said 0.53 acre parcel to a point in the southeast margin of Parker Street; thence North 33 degrees 43 minutes 00 seconds East, 8.01 feet along the southeast margin of Parker Street to a point; thence South 53 degrees 56 minutes 28 seconds East, 89.21 feet to a point; thence North 36 degrees 03 minutes 32 seconds East, 104.14 feet to a point in the southwest margin of State Street; thence South 48 degrees 00 minutes 00 seconds East, 12.57 feet along the southwest margin of State Street to the point of beginning.

Together with and subject to rights, covenants, easements, restrictions and rights of way of record.

## SCHEDULE A

( Page 3 of 4 )

440 State Street  
TMP # 12-03-220.300

PARCEL 3

All that parcel of land located in the City of Watertown, County of Jefferson and State of New York, bounded and described as follows:

Beginning at a point in the southwest margin of State Street, said point being South 48 degrees 00 minutes 00 seconds East, 191.87 feet measured along said margin from a point at its intersection with the southeast margin of Parker Street; and runs thence from the point of beginning, South 48 degrees 00 minutes 00 seconds East, 115.00 feet along the southwest margin of State Street to an existing iron pipe at the intersection of said margin with the division line between lands conveyed to Route 57 Development, LLC (Instrument 2009-00001930) on the northwest and lands conveyed to James C. Ives and Sue Anne Ives (Liber 1173, Page 190) on the southeast; thence South 38 degrees 39 minutes 56 seconds West, 160.90 feet along said division line to an existing rebar at the intersection of said line with the northeast line of lands conveyed to The Church of the Holy Family (Liber 377, Page 547); thence North 57 degrees 05 minutes 02 seconds West, 115.39 feet along the division line between Route 57 Development, LLC on the northeast and The Church of the Holy Family on the southwest to a point; thence North 38 degrees 39 minutes 56 seconds East, 179.15 feet to the point of beginning, containing 0.45 acre of land.

The above described parcel being a part of lands conveyed by Dealmaker Dodge, LLC to Route 57 Development, LLC by deed dated December 12, 2008 and recorded in the Jefferson County Clerk's Office on February 10, 2009 at Instrument 2009-00001930.

Together with and subject to rights, covenants, easements, restrictions and rights of way of record.

SUBJECT TO THE FOLLOWING EASEMENTS AND RESTRICTIONS OF RECORD:

Subject to easement between Charles Marsala and Wilna Motor Sales Corporation with right of the grantee to use in common for ingress and egress the driveway, recorded on 05/29/963 at Liber 736, Page 33.

Subject to easement between Wilna Motor Sales Corporation and Charles Marsala for driveway rights, recorded on 07/16/1965 at Liber 770, Page 354.

Subject to easement for common driveway recorded on 06/22/1948 at Liber 502, Page 523.

Subject to the restrictions contained in deed recorded on 04/03/1941 at Liber 433, page 469.

Subject to the rights of others in and to the right of way granted in deed recorded on 12/26/1968 at Liber 811, Page 932.

Subject to the rights of others in and to the right of way granted in deeds at Liber 770, Page 354 and at Liber 545, Page 49; and also described in deed at Liber 811, Page 932.

## SCHEDULE A

( Page 4 of 4 )

Subject to the rights of ways granted to Michael J. O'Neil and Anna Romang contained in deed recorded on 10/14/1976 at Liber 876, Page 1138.

Subject to the rights of others in and to the right of way granted in deeds recorded on 11/7/1962 at Lier 729, Page 412, and recorded on 09/29/1989 at Liber 1193, Page 6.

BEING THE SAME premises conveyed by Route 57 Development LLC to Tall Timber Holdings LLC by Deed dated February 23, 2021 and recorded in the Jefferson County Clerk's Office on February 26, 2021 in Instrument #2021-3046.

This does not constitute or convey all assets owned by the Grantor herein.



# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

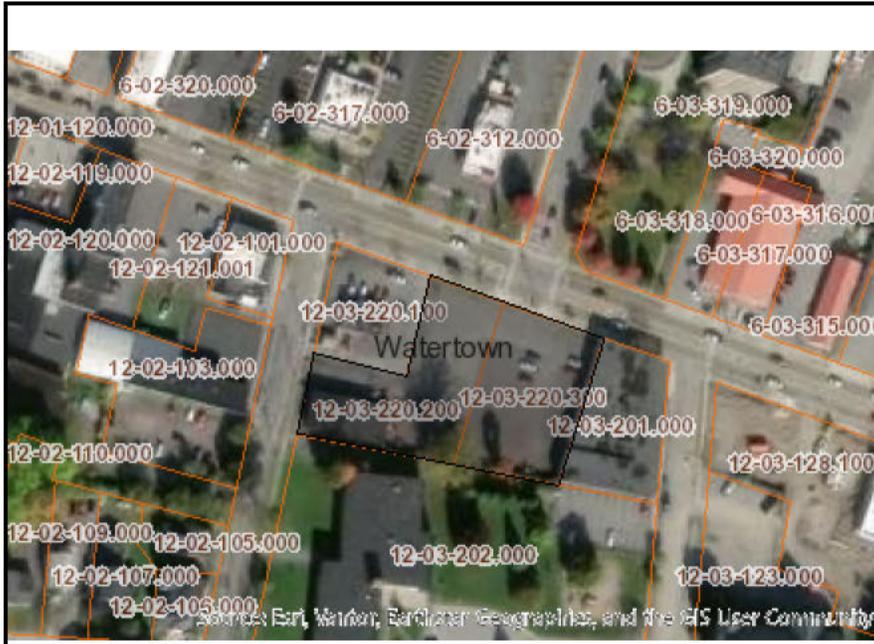
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Proposed Zoning Change at 430, 440, and 454 State Street Properties			
Project Location (describe, and attach a location map): 430, 440, & 454 State Street, Watertown, NY 13601			
Brief Description of Proposed Action: The proposed action includes a zoning change of the properties at 430, 440, and 454 State Street from Downtown (D) to Urban Mixed-use (UMU). The zoning change would allow for the Applicant to potentially develop the site with a drive-thru accessory use.			
Name of Applicant or Sponsor: 454 State Street NNY, LLC	Telephone: [REDACTED]	E-Mail: [REDACTED]	
Address: 142 Arcade Street			
City/PO: Watertown	State: NY	Zip Code: 13601	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 0.98 acres			
b. Total acreage to be physically disturbed? _____ 0.98 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 1.53 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Institutional <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	





**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	Yes

January 14, 2026

To: The Honorable Mayor and City Council  
 From: James E. Mills, City Comptroller  
 Subject: Sale of Surplus Hydro-electricity – December 2025

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last December, the sale of surplus hydro-electric power on an actual-to-actual basis down up \$210,077 or 38.72%. In comparison to the budget projection for the month, revenue down \$216,281 or 39.41%. The year-to-date actual revenue is down \$1,200,276 or 48.82%, while the year-to-date revenue on a budget basis is down \$939,433 or 42.75%.

	<u>Actual</u> <u>2022-23</u>	<u>Actual</u> <u>2023-24</u>	<u>Actual</u> <u>2024-25</u>	<u>Actual</u> <u>2025-26</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 165,435	\$ 380,883	\$ 793,352	\$ 152,826	\$ (640,526)	(80.74%)
August	\$ 157,460	\$ 26,670	\$ 688,115	\$ 3,512	\$ (684,603)	(99.49%)
September	\$ 442,559	\$ 181	\$ 145,453	\$ 1,909	\$ (143,543)	(98.69%)
October	\$ 216,702	\$ 184,779	\$ 79,259	\$ 38,607	\$ (40,652)	(51.29%)
November	\$ 373,674	\$ 682,240	\$ 209,619	\$ 728,745	\$ 519,126	247.65%
December	\$ 533,542	\$ 826,789	\$ 542,585	\$ 332,508	\$ (210,077)	(38.72%)
January	\$ 522,759	\$ 533,340	\$ 359,155			
February	\$ 477,279	\$ 626,162	\$ 195,739			
March	\$ 612,321	\$ 923,928	\$ 747,418			
April	\$ 872,321	\$ 785,870	\$ 905,006			
May	\$ 471,237	\$ 446,726	\$ 1,022,190			
June	<u>\$ 234,979</u>	<u>\$ 377,657</u>	<u>\$ 451,656</u>			
YTD	<u>\$5,080,268</u>	<u>\$5,795,225</u>	<u>\$6,139,548</u>	<u>\$1,258,106</u>	<u>\$(1,200,276)</u>	<u>(48.82%)</u>

	<u>Original</u> <u>Budget</u> <u>2025-26</u>	<u>Actual</u> <u>2025-26</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 352,202	\$ 152,826	\$ (199,376)	(56.61%)	\$ 21,157
August	\$ 159,603	\$ 3,512	\$ (156,091)	(97.80%)	\$ 45,825
September	\$ 151,765	\$ 1,909	\$ (149,856)	(98.74%)	\$ 41,838
October	\$ 344,078	\$ 38,607	\$ (305,471)	(88.74%)	\$ 40,642
November	\$ 641,102	\$ 728,745	\$ 87,643	13.67%	\$ -
December	\$ 548,789	\$ 332,508	\$ (216,281)	(39.41%)	\$ -
January	\$ 409,739				
February	\$ 324,176				
March	\$ 607,067				
April	\$ 893,601				
May	\$ 663,278				
June	<u>\$ 429,600</u>				
YTD	<u>\$5,525,000</u>	<u>\$1,258,106</u>	<u>\$ (939,433)</u>	<u>(42.75%)</u>	<u>\$ 149,462</u>

January 9, 2026

To: The Honorable Mayor and City Council  
 From: James E. Mills, City Comptroller  
 Subject: Sales Tax Revenue – December 2025

Sales tax revenue was up \$327,065 or 13.42% compared to last December. In comparison to the budget projection for the month, sales tax was up \$357,530 or 14.86%. For the quarter, which is the true measurement period for how sales tax is performing, sales tax was up \$516,021 or 8.33% compared to the same quarter last year. On a budget basis the quarterly sales tax was up \$593,494 or 9.70%. The year-to-date actual receipts are up \$944,034 or 7.20%, while the year-to-date receipts on a budget basis are up \$1,107,983 or 8.55%.

	<u>Actual 2022-23</u>	<u>Actual 2023-24</u>	<u>Actual 2024-25</u>	<u>Actual 2025-26</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 2,035,333	\$ 2,353,567	\$ 2,143,817	\$ 2,284,149	\$ 140,332	6.55%	
August	\$ 2,008,482	\$ 2,186,214	\$ 2,158,407	\$ 2,332,892	\$ 174,485	8.08%	
September	\$ 2,757,376	\$ 2,490,458	\$ 2,615,865	\$ 2,729,060	\$ 113,195	4.33%	6.19%
October	\$ 1,847,562	\$ 1,907,106	\$ 1,867,195	\$ 1,961,987	\$ 94,792	5.08%	
November	\$ 1,818,188	\$ 1,904,366	\$ 1,893,395	\$ 1,987,560	\$ 94,165	4.97%	
December	\$ 2,232,223	\$ 2,223,964	\$ 2,437,266	\$ 2,764,330	\$ 327,065	13.42%	8.33%
January	\$ 1,849,036	\$ 1,851,962	\$ 1,888,207				
February	\$ 1,643,774	\$ 1,645,921	\$ 1,638,527				
March	\$ 2,041,305	\$ 1,899,459	\$ 2,114,743				N/A
April	\$ 1,888,370	\$ 1,908,041	\$ 1,970,112				
May	\$ 1,835,982	\$ 1,970,375	\$ 1,987,411				
June	<u>\$ 2,566,086</u>	<u>\$ 2,542,299</u>	<u>\$ 2,423,378</u>				N/A
YTD	<u>\$ 24,614,716</u>	<u>\$ 24,883,732</u>	<u>\$ 25,138,323</u>	<u>\$ 14,059,978</u>	<u>\$ 944,034</u>	<u>7.20%</u>	

	<u>Original Budget 2025-26</u>	<u>Actual 2025-26</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 2,117,019	\$ 2,284,149	\$ 167,130	7.89%	
August	\$ 2,131,427	\$ 2,332,892	\$ 201,465	9.45%	
September	\$ 2,583,166	\$ 2,729,060	\$ 145,894	5.65%	7.53%
October	\$ 1,843,855	\$ 1,961,987	\$ 118,132	6.41%	
November	\$ 1,869,728	\$ 1,987,560	\$ 117,832	6.30%	
December	\$ 2,406,800	\$ 2,764,330	\$ 357,530	14.86%	9.70%
January	\$ 1,864,605				
February	\$ 1,618,045				
March	\$ 2,088,308				N/A
April	\$ 1,789,981				
May	\$ 1,848,458				
June	<u>\$ 2,393,608</u>				N/A
YTD	<u>\$ 24,555,000</u>	<u>\$ 14,059,978</u>	<u>\$ 1,107,983</u>	<u>8.55%</u>	

New York State sales tax distribution methodology: Monthly sales tax payments are prorated to all the jurisdictions using a percentage based on the collections from the prior year. It is important to note that most of the sales tax collections are received as monthly payments. It is not until when sales tax returns are filed in the months of March, June, September, and December that the monthly payment for each business is un-prorated and distributed per the return to the proper jurisdiction. This un-proration and re-distribution is the quarterly reconciliation process that results in how sales tax truly performed for the quarter.

Staff Report

January 20, 2026

To: The Honorable Mayor and City Council

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

Subject: Tree Watertown 2025 Annual Report and the City's 2025 Tree City USA Application Community Forestry Program Narrative

Attached for the City Council's review is a copy of Tree Watertown's Annual Report for 2025. Tree Watertown serves as the City's official Street Tree Advisory Board and each year their members compile a report of their annual activities for the City Council.

Also attached for the City Council's review is a copy of the City's 2025 Tree City USA Application community forestry program narrative. If our application is approved by the Arbor Day Foundation, 2025 will mark the 26<sup>th</sup> straight year in which the City will have received this prestigious designation.



# Tree Watertown 2025 Annual Report



## **Tree Watertown Activities - December 2024 through November 2025**

2025 has been a year of change and new outreach initiatives for our Tree Watertown Committee. This year we welcomed our new City Urban Forester Daniel VanKouwenberg and pursued new initiatives of public outreach to increase awareness of the importance of maintaining a healthy urban tree canopy for Watertown. We are pleased to report on the following activities which helped us achieve our goals for 2025:

At its first meeting of 2025 on January 9, Tree Watertown re-elected its current slate of officers for 2025: Emily Fell - Recording Secretary, Michael Lumbis - Treasurer, Mitzi DeGennaro - Vice-Chair, and William Christopherson, Chair.

At our March 13 monthly meeting, Tree Watertown member Cierra Williams, gave a presentation on Cornell Cooperative Extension's activities to help combat climate change.



Cierra Williams presents on March 13

On March 20, head of city planning Michael Lumbis, on behalf of Tree Watertown, attended the Tree City USA Recognition Ceremony where the City of Watertown was recognized as a Tree City USA for the 25<sup>th</sup> consecutive year!

On April 19<sup>th</sup>, Tree Watertown members staffed an outreach table at the Earth Day celebration at Zoo New York, Thompson Park. We passed out Arbor Day posters, invasive species information, and offered free Walnut, Black Cherry, and White Spruce seedlings to visitors.

On Friday, April 25, Tree Watertown held its 28th Annual Arbor Day Observance in Thompson Park, planting our annual Arbor Day tree in honor of longtime Noon Rotary member Phil Sprague for his many years of advocating and organizing tree plantings in Watertown. City Council member Lisa Ruggiero read the proclamation designating April 25, 2025, as Arbor Day in the City of Watertown.



## Tree Watertown 2025 Annual Report

On Saturday, April 26, 2025, over 50 volunteers consisting of students, faculty and parents from Watertown High School, Immaculate Heart Central (IHC), and students and staff of Jefferson Community College, joined the Watertown Noon Rotary Club in partnership with Tree Watertown, and the city, to assist in Noon Rotary's annual spring tree planting project. This year's project took place in historic Thompson Park, provided new shade and screening areas, and helped replace Ash trees lost due to impacts of the emerald ash borer infestation.

From April 28 to May 2, the City's Department of Public Works completed their Annual Spring Tree Planting Project with the planting of 78 new shade trees within Thompson Park and selected locations throughout the city.

At the Tree Watertown June 12<sup>th</sup> monthly meeting, National Grid Forester Greg Skellington gave a presentation on tree and forest management activities undertaken by National Grid to support power transmission, efficient utility operations, and to protect public safety in Watertown.

On June 19<sup>th</sup>, Tree Watertown staffed an outreach table at the annual Juneteenth celebration in Thompson Park, passing out educational outreach information on road salt damage to Maple trees, Arbor Day posters, materials on invasive forest species, and free water bottles.

On July 24<sup>th</sup>-26<sup>th</sup>, Mike Lumbis and Dan VanKouwenberg attended the NYS and Community Forestry/ReLeaf conference in Oswego. Dan attended sessions on cemeteries as green spaces, designing plant communities to increase soil health, and brownfield remediation. The conference touched on many aspects of urban/community forestry and the importance of healthy soil biology. Dan was introduced to the "Tree Diaper" system, an irrigation system which keeps the soil around new plants moist without weekly watering. This technology was used for some of our new trees planted this fall at Bicentennial Park. It is hoped that this system will help our future tree plantings maintain healthy root systems even in periods of hot dry summer weather.



Mike DeMarco, Dan VanKouwenberg, and Mike Lumbis at 2025 ReLeaf conference

At the August 14 monthly meeting, the city's new Urban Forester Dan VanKouwenberg was introduced to and welcomed by attending Tree Watertown members.

On September 27, Tree Watertown members partnered at the Race Against Poverty event in downtown Watertown and staffed a table in front of City Hall. When arriving at the Tree Watertown table, entered teams were given the task of venturing out and identifying various tree species in the Downtown Arboretum to earn their stamp at the Tree Watertown station for the race.

On Saturday November 1, 36 volunteers consisting of students, faculty and parents from local schools, students and faculty of Jefferson Community College, Noon Rotary, and city residents joined our Tree Watertown members to plant 45 new shade and screening trees at Bicentennial Park, and the Jefferson County Fairgrounds. Planted species included Viburnum, Crabapple, Cherry, Hickory, Catalpa, American Linden, Sugar Maple, and "Crimson Sunset" Maple. As always, we appreciate the assistance of the Watertown DPW crews in locating and preparing planting pits. Tree Watertown thanks Hannaford Groceries, Ace Noble Hardware, and Burrville Cider Mill for their gracious donations of doughnuts, bark tree mulch, and apple cider for the event!

On November 7, Greg Skellington, National Grid Regional Forester invited Tree Watertown members to attend a special presentation on electrical power line safety. Several members attended and participated in discussions. The presentation was very informative and appreciated.

In 2024, the City of Watertown received a grant award totaling \$550,000 through the NYSDEC's Inflation Reduction Act Fund Tree Management Plan Implementation grant. City Urban Forester Dan VanKouwenberg scheduled a series of public meetings beginning Nov. 20 at the city's Meadowood Apartment complex in partnership with the Watertown Housing Authority to get feedback from the public on requests, ideas, and concerns on how best to utilize these funds. Tree Watertown, and Friends of Thompson Park attended. and participated in discussions.

Each year Tree Watertown members participate in Noon Rotary Club's annual spring tree planting, plan the annual Arbor Day celebration, help maintain the Downtown Arboretum, plan and sponsor the annual fall tree planting and partner with experts to provide area residents with educational opportunities concerning tree identification, planting site and species related requirements, invasive species management, and other urban forestry information throughout the year.

Tree Watertown was formed in 1995 and was officially designated as Watertown's street tree advisory board in 2000. Tree Watertown's members have been meeting monthly since 1995 and advises the city on street tree plantings and maintaining a healthy vibrant urban tree canopy.



# Tree Watertown 2025 Annual Report

## Tree Watertown Meeting Dates 2025

- January 09, 2025
- February 13, 2025
- March 13, 2025
- April 10, 2025
- May 8, 2025
- June 13, 2025
- August 14, 2025
- September 11, 2025
- October 09, 2025
- November 13, 2025
- December 11, 2025 (Annual Meeting)



November 1 Volunteers at Bicentennial Park with City Urban Forester Dan VanKouwenberg (center left)

## Tree Watertown Members 2025

- William Christopherson, Chair
- Mitzi DeGennaro, Vice Chair
- Michael Lumbis, Treasurer, City Planning, Founding Member
- Emily Fell, Secretary, NYSDEC
- Daniel VanKouwenberg, City Urban Forester
- Warren Allen, Citizen Volunteer, Friends of Thompson Park
- Eleanor Allen, Citizen Volunteer
- Ken Mix, City Planning, (Retired), Friends of Thompson Park
- Sylvia Buduson, Citizen Volunteer
- Greg Skellington, National Grid Distribution Forestry
- Robert Smith, SLELO-PRISM
- Geoff Urda, City Planning
- Michael Giocondo, NYS Department of Environmental Conservation
- Cierra Williams, Cornell Cooperative Extension of Jefferson County
- Christina Lawrence, Watertown City School District
- Alice Waite, Watertown Lions Club
- Sam Thomas, Citizen Volunteer, Founding Member
- Dr. Jason White, Citizen Volunteer
- Leo LeMay, Citizen Volunteer
- Maureen O'Donnell, Citizen Volunteer
- Shawn VanBrocklin, Citizen Volunteer
- Jennifer Voss, Citizen Volunteer and Watertown Senior Planner
- Paige Slezak, Citizen Volunteer
- Piper Warren, Citizen Volunteer
- Anthony Augliano, Citizen Volunteer
- Herb Frost, Arborcare Tree Service
- Jackie Gagnon, Citizen Volunteer

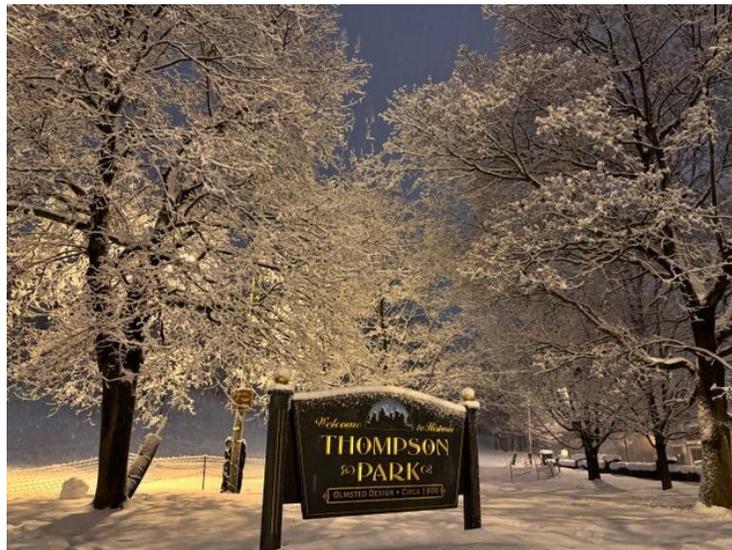


Photo credit Eleanor Allen

# **CITY OF WATERTOWN, NEW YORK TREE CITY USA APPLICATION FOR RECERTIFICATION - 2025 COMMUNITY FORESTRY PROGRAM NARRATIVE**



PREPARED BY:  
THE CITY OF WATERTOWN  
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT,  
THE DEPARTMENT OF PUBLIC WORKS  
AND TREE WATERTOWN



# **City of Watertown, New York**

## **Tree City USA Application for Recertification - 2025**

### **Urban and Community Forestry Program Narrative**

**Program Overview.** The City of Watertown's Urban and Community Forestry Program (UCF) involves the annual planting, pruning and other proactive maintenance, and when necessary, removal of City-owned trees located in parks, playgrounds and along streets. This program has been administered from the City's Planning and Community Development Department for the last 30 years but in 2025, transitioned to the Department of Public Works. Daniel VanKouwenberg an ISA Certified Arborist, was hired in June as Watertown's City Forester and has taken over administration of the program with support from Planning and Community Development Director, Michael A. Lumbis, who formerly served as Watertown's Urban Forestry Coordinator. Together, the two departments develop the annual tree planting program, apply for, and administer grants, oversee tree maintenance and removal efforts, and work closely with various City Departments to integrate tree planting and other landscaping into City projects. Both Mr. VanKouwenberg and Mr. Lumbis serve on the City's Street Tree Advisory Board, Tree Watertown.

The City of Watertown's Department of Public Works (DPW) Buildings and Grounds staff are responsible for priority tree planting and maintenance efforts. DPW Staff members efficiently prepare for and execute the planting of bare-root trees, provide annual summer watering for trees planted over the previous three to five seasons, provide rotational pruning for small-maturing and younger large-maturing trees, and work to eliminate or minimize risk associated with larger potentially hazardous trees. The attached work reports provide information for the various tree-related projects including costs for planting, pruning and removals that occurred during the last year.

A program budget is included with the application and details the costs associated with each of the items described in this report. For calendar year 2025, the City of Watertown's Community Forestry Program had a budget of \$276,117. The program is funded from several sources within the City budget, offset by various grants, volunteer hours, and other sources as detailed in the budget narrative.

#### **2025 Community Forestry Projects.**

From January to mid-April, DPW performed its *Young and Small Maturing Tree Pruning Program*. This rotational pruning effort allows DPW's Tree Trimmer and other Buildings and Grounds crew members to inspect and prune recently planted trees every three (3) years, or until the Diameter at Breast Height (DBH) reaches approximately 9" DBH. With each pruning cycle, the Staff inspects, addresses, or minimizes defects and weaknesses found in target trees. This level of consistency helps to ensure that most, if not all, significant defects have been eliminated or minimized from their canopy. These efforts result in longer lived tree assets with improved structure that require less avoidable future maintenance or costly emergency work as they mature. During the winter of 2025, DPW Buildings and Grounds Forestry staff pruned approximately 490

young and smaller maturing trees throughout the City's neighborhoods, playgrounds, and parks.

Aside from pruning younger or smaller maturing trees, DPW Buildings and Grounds maintains line of site clearance for several hundred public and privately owned trees growing in proximity to stop signs and other traffic signs, street signs, corners, road clearance, and other conflicts as they arise.

In March of 2025, DPW Forestry staff submitted recertification materials to Appraisal, Consulting, Research, and Training (ACRT), Inc. for Basic Arborist Principals and Line Clearance Arborist Certification. This annual recertification test ensures that staff is equipped with the knowledge and skill sets needed to work adjacent to potentially energized lines. In Spring 2022, DPW brought in a certified trainer from ACRT to provide hands on arborist training in which staff participated in classroom learning and field training. Every few years, certified DPW staff must attend mandatory in-person training with ARCT to retain certified status. This year, two DPW staff were recertified.

With the skills gained during the immersive training workshop and annual recertification study and test materials, staff are better equipped to perform complex, and at times, dangerous tree maintenance. Staff that participated in the training workshop in 2022, passed the written recertification test in 2025, retaining their status as Certified Line Clearance Arborist, certified to conduct tree work within 10 feet of all potentially energized lines, including primary powerlines.

On October 8, 2019, officials from the New York State Department of Environmental Conservation (NYS DEC) and the City of Watertown discovered the Emerald Ash Borer (EAB) along Massey Street South in Watertown. The City's 2018 city-wide tree inventory and tree management plan identifies issues such as invasive species management and provides a framework for proactive EAB management, which has allowed for a methodical approach to managing EAB. The nationally recommended strategy for managing ash trees in urban spaces calls for removal and replacement of ash trees not anticipated to receive chemical injection treatment to protect them against EAB. Watertown's EAB strategy is centered around the proactive removal and replacement of ash trees identified as "Not Treatable" due to condition, injury, non-priority locations, or poor structure. This year, the City did not treat any ash trees but will resume our treatment efforts in 2026 with grant funding through the NYS DEC's Urban Forestry Program.

The population of ash trees that is selected for treatment is based on condition, location within disadvantaged census tracts and location along main streets or entrances to the city, stormwater susceptible areas, or culturally significant spaces.

The strategic and proactive removal of ash trees is a key component of a strong ash tree management strategy. In 2025, DPW staff utilized the City's asset management software, *Cartegraph*, to prioritize the removal of **13** ash trees along

streets and in parks. The locations of previous ash trees will be assessed for the ability to support replanting as part of the City's annual tree replacement program.

Additionally, the City contracted a tree removal project out to B&R Tree Experts to remove a total of **26** trees, twenty-one (21) being Ash Trees and five (5) being Pine Trees. The project consisted of the removal, stump grinding, and filling the holes with topsoil and seed.

Since the discovery of EAB in Watertown in October 2019, the City has removed 292 of 435 ash trees inventoried in 2018, reducing Watertown's ash tree population to 143. Proactive removal and replacement of ash trees is important not only to help minimize potential EAB related hazards by slowing the spread of EAB throughout the city, but to ensure a diverse and resilient future tree canopy is replanted in the affected areas.

In late April, National Grid conducted its 6th consecutive *Arbor Day of Service* in the City of Watertown. In coordination with City Planning, DPW and the Parks and Recreation Department, National Grid dispatched multiple contracted crews to Waterworks Park, located along the Black River on Huntington Street. The crews provided hazard mitigation and structural pruning, for trees within a heavily used area of the City owned park. National Grid donated approximately 88 volunteer hours and 48 vehicles hours for this project.

The City appreciates National Grid for providing such valuable work, at no cost. The risk mitigation project has helped to maximize the safety of all who visit and explore Waterworks Park.

In addition, National Grid Distribution Forestry and the City work together throughout the year to plan the strategic removal and pruning of trees that display a moderate to high risk to both the public right-of-way and Grid's facilities. Typically, National Grid's contracted crews will remove and dispose of the branches, limbs, and smaller leaders, leaving the large wood and/or stumps for City staff to efficiently clean up. This partnership ensures that National Grid protects their facilities while City staff spends less time in proximity to hazardous electrical situations.



**Photo 1. In honor of Arbor Day, National Grid dispatched several crews to volunteer a full day of work to prune dozens of trees in Waterworks Park.**

On Friday, April 25, 2025, Tree Watertown held its 28<sup>th</sup> Annual *Arbor Day Observance* near the Pinnacle Pavilion in Thompson Park in Watertown. One (1) Black Maple (*Acer nigrum*) tree was planted at the site in honor of Phil Sprague, who has been involved with the Rotary Tree Committee since 1984 and a founding member of Tree Watertown. During this time as the Chairman of the Rotary Tree Committee, he has organized numerous tree plantings and rallied other Rotarians and community volunteers to help with the plantings. His efforts with the Rotary Club have resulted in the planting of over 1,600 trees and his involvement with Tree Watertown's annual tree planting projects has resulted in the planting of close to 1,000 trees over the last 20 years.

City Councilmember, Lisa Ruggiero, led the tree planting with the reading of the 2025 Arbor Day proclamation and proclaimed April 25, 2025, as Arbor Day in the City of Watertown.



**Photo 2: City Councilmember Lisa Ruggiero, Arbor Day honoree Phil Sprague and Tree Watertown Chairman, Bill Christopherson at the City's 2025 Arbor Day Ceremony.**



**Photo 3. Volunteers plant trees in Thompson Park as part of the Watertown Noon Rotary Club's Annual Spring Tree Planting Project.**

On Saturday, April 26, 2025, 62 volunteers consisting of students, faculty and parents from Watertown High School and Immaculate Heart Central (IHC), joined the Watertown Noon Rotary Club, in partnership with Tree Watertown, and the City, to conduct the *Watertown Noon Rotary Annual Spring Tree Planting Project*. This year's

project took place in two locations within Thompson Park, near the golf course and along the North Entrance Drive. **46** new trees were planted as part of this volunteer service project. With the help from all the volunteers, a total of 153.5 hours of volunteer work was put into making this event happen.

From April 28 – May 2, 2025, the City's Department of Public Works Buildings and Grounds Crew completed their *Annual Spring Tree Planting Project* with the planting of **78** trees. The plantings occurred in Thompson Park on the golf course and throughout various neighborhoods in the City. Plantings occurred at locations requested by citizens and the remainder were planted to replace tree canopy lost due to the impacts of the Emerald Ash Borer (EAB) or other tree related issues.



**Photo 4. DPW Buildings and Grounds staff plant new trees on the Thompson Park Golf Course as part of the City's Spring Tree Planting Project.**

On June 6, 2025, SLELO-PRISM (St. Lawrence Eastern Lake Ontario Partnership For Invasive Species Management) and Tree Watertown, partnered to promote Invasive Species Awareness Week. Interested citizens were encouraged to join a guided tour of the Watertown's Downtown Arboretum to learn about the benefits that trees provide and how to recognize and report signs and symptoms of invasive threats.

On July 23, 2025, Michael Lumbis and Daniel VanKouwenberg attended the *New York State Urban Forestry Council's Annual NY ReLeaf Conference* in Oswego, NY. The New York ReLeaf state program promotes sound management and care of community trees across the state. The goal of the annual conference is to create partnerships among tree professionals, citizen volunteers, educators, government, and the private sector to share experiences, ideas, and new information.

It is unfortunate, but occasionally trees in the City are damaged or killed due to vehicular crashes, vandalism or other unauthorized instances of tree removal. Whenever possible, the City seeks restitution through insurance companies, or the adjacent property owner or guilty party to pay for the costs of replacing damaged trees. The City of Watertown replaced a few trees that were either damaged or dead. The City purchased a total of **4** trees from All Seasons Landscaping and Garden Center to replace one (1) tree that was damaged from a motor vehicle accident in Clinton Park at the Massey Street Island and three (3) trees that were dead in the median on Arsenal Street near I-81.

Each year, the City submits a grant application to local utility company National Grid, through their *10,000 Trees and Growing Grant Program*. The program



reimburses the City \$50 for every tree planted in accordance with National Grid’s approved species list for planting under primary power lines. In 2025, the City planted several trees under primary power lines from a list of approved species. The City will be submitting a reimbursement in 2026 for the trees planted in 2025. This reimbursement grant offsets the overall cost of our tree program in the City.

The City of Watertown received a grant award totaling \$550,000 through the NYS DEC’s Inflation Reduction Act fund, Tree Management Plan Implementation grant. Beginning in the winter of 2025 and into the Spring of 2026, this funding will be used throughout the Watertown’s Disadvantaged Community areas; as defined by the federal government, and used for tree planting, tree maintenance, and efforts to minimize invasive species threats such as the Emerald Ash Borer and the Dutch Elm Disease.

*Tree Watertown* serves as the City of Watertown’s Street Tree Advisory Board. Tree Watertown was formed in 1995 and was officially designated as Watertown’s street tree board in 2000. Tree Watertown’s members have been meeting monthly since 1995 and advise the City on urban forestry related matters including tree planting priorities, potential tree threats, educational programs and other initiatives. In addition to numerous citizen advocates, Tree Watertown’s monthly meetings are attended by many partner groups and agencies including National Grid, the NYS DEC, Cornell Cooperative Extension of Jefferson County and City Staff.

In addition to meeting monthly, Tree Watertown members participate in the Rotary Club’s annual spring tree planting, plan the annual Arbor Day celebration, help maintain the Downtown Arboretum, plan and sponsor the annual fall tree planting and partner with experts to provide area residents with educational opportunities concerning tree identification, planting site and species related requirements, invasive species management, and other urban forestry information throughout the year.

On September 27, 2025, three Tree Watertown members participated in the NNY United Way Race Against Poverty. The members set up their station underneath the overhang at City Hall where race participants stopped to answer trivia questions about the Downtown Arboretum. Approximately 29 teams participated in the event.



Additionally, Tree Watertown members participated in Zoo New York’s Boo at the Zoo event by manning a table at the two-weekend event. Members distributed information and spoke to attendees about Tree Watertown and their various initiatives.



**Photo 5 (top)** Tree Watertown members check in racers to the Downtown Arboretum pit stop as part of the United Way’s Race Against Poverty.

**Photo 6 (bottom)** Tree Watertown table at Zoo New York’s Boo at the Zoo event in October.

On Saturday, November 1, 2025, Tree Watertown hosted the 24<sup>th</sup> Annual Fall Volunteer Tree Planting Project. This year's project took place within Bicentennial Park and Alex T. Duffy Fairgrounds. Thirty-four volunteers consisting of members of Tree Watertown; students, parents, and faculty of Watertown City School District (WCSD) and Immaculate Heart Central Schools (IHC), City staff, Department of Environmental Conservation staff, and other area partners, joined together to plant **45** trees. Trees and other supplies for the project were funded through the City's successful grant application through the Northern New York Community Foundation's (NNYCF) Carolyn Whitney Tree Fund. Logistics and project set up was a joint effort between Tree Watertown and the Department of Public Works. DPW staff prepared the planting locations for volunteers by pre-digging the planting holes and back filling with topsoil. DPW also stored mulch nearby and organized tools and other supplies.



**Photo 7. Volunteers plant a tree during 2025 Tree Watertown Fall Tree Planting Project.**

On November 10, 2025, All Seasons Landscaping and Garden Center planted a total of **33** two-inch caliper trees, at various locations within the City's Community development Block Grant (CDBG) Northwest target area. The addition of the trees helps to beautify the neighborhoods and provide a better shade canopy during the warm summer months.

The City's 2025 tree planting projects, which included the spring and fall contracted tree planting efforts, the annual Arbor Day ceremony, DPW's spring tree planting project, street improvement projects, necessary removal and replacement requirements and the annual spring and fall volunteer tree planting projects, resulted in a total of **207** new trees planted in the City.

During the summer of 2025, the City continued its Tree Watering and Maintenance Program. The City hired two Urban Forestry Assistants to spend the summer watering and caring for recently planted and younger trees growing throughout the City. The recently planted trees are placed on a schedule for summer watering and receive 20 gallons of water each week during the first summer after planting to



**Photo 8. Summer Urban Forestry Assistants watering recently planted trees to help with their survival through the summer.**

assist in their establishment. This summer, the City experienced extreme drought conditions and with the help of the Urban Foresters Assistants, the success of keeping almost every tree alive was an impressive accomplishment. All trees are monitored to verify health and establishment. Typically, this valuable 12-week position lasts from mid-May through late August. Due to the drought conditions, the City assigned a seasonal employee as a third urban forestry assistant to take over watering duties after the initial two had completed their summer employment. The extra watering continued through the end of September until conditions returned to normal.

Annually, the City conducts risk assessments on potentially hazardous trees. Inspections are conducted for both City-owned street and park trees, and privately-owned trees that have the potential to impact the City's right-of-way. Inspections of privately-owned trees occur after the City receives complaints regarding the condition of trees either from the public or from City staff. The City also conducts inspections for recently planted trees that show signs of decline, disease or insect problems.

As a result of routine tree inspections and insights provided by tree inventory data and tree management plan recommendations, the City performs necessary *Tree Removals and Pruning* throughout the year. Costs associated with labor, equipment and other various maintenance operations are detailed in the budget narrative section of the application. In 2025, the City removed a total of **71** trees. The trees removed consist of **34** ash trees that were removed to minimize risks associated with EAB infestation, and **37** trees of various species and sizes that were removed based on risk and priority. It is the City's intention to replace all street trees and maintained park area trees removed in 2025, with site appropriate species over the next few planting seasons.

In the analysis phase of the recent tree inventory project, the consultant used the i-Tree software suite to calculate the annual benefits associated with the collected inventory data. i-Tree is a peer-reviewed software suite designed by the USDA Forest Service that calculates monetarily, the economic, environmental, and social benefits associated with urban trees. Based on the data collected in Phases I & II of the inventory project, the consultant found the City's urban tree population to have an approximate annual benefit of **\$715,343** and an estimated replacement value of **\$20,928,335**.

In summary, 2025 was a successful year for the urban forestry program in Watertown as **207 trees** were planted in Watertown. These plantings resulted from the combined efforts of Tree Watertown, Watertown Noon Rotary Club, Northern New York Community Foundation, SLELO-PRISM, NYS Department of Environmental Conservation, National Grid Distribution Forestry, student volunteers from Watertown City School District and Immaculate Heart Central Schools, citizen volunteers, contracted entities, and the City of Watertown. We look for 2026 to be even better as we continue our efforts to reforest the City.

Staff Report

January, 20, 2026

To: The Honorable Mayor and City Council  
From: Brandi Smith, Transit Director  
Subject: CitiBus Route B (Arsenal Street) Schedule Change

To improve schedule reliability and safety, Route B will run on a 60-minute turnaround between 11:00 a.m. and 3:00 p.m., Monday–Saturday, for a six-month pilot, giving passengers consistent service and allowing drivers to operate more safely in traffic. This change will be effective February 16, 2026.

- Between 11:00 a.m. and 3:00 p.m., Monday–Saturday, Route B turnaround will change from 40 minutes to 60 minutes.
- This adjustment will help buses stay on schedule during busier travel times, provide consistent service for passengers, and give drivers more time to operate safely, reducing stress and allowing them to navigate heavy traffic.
- At the end of the six-month pilot, staff will review ridership, operational performance, and safety outcomes to determine whether to continue, adjust, or return to the current schedule.

Attachment:

- Updated Route B schedule

Please feel free to contact me if you have any questions or require additional information.

# Route B Arsenal - Mall

Current Schedule until February 14, 2026

Leave Transfer Station/Hub 127-138 Arcade Street	Salmon Run Mall 21182 Salmon Run Mall Loop W	Walmart Outer - Arsenal Street Parking Lot	Target Town Center Plaza	The Plaza at Salmon Run 21110 US Route 3	Arsenal Plaza Price Chopper 1283 Arsenal Street	Raymour & Flanigan Plaza Big Lots 1125 Arsenal St	Arsenal and Bellow Walgreen's Corner of 929 Arsenal St	Arrive Transfer Station/Hub 127-138 Arcade Street
7:00	7:15	7:17	7:20	7:22	7:25	7:30	7:33	7:35
7:40	7:55	7:57	8:00	8:02	8:05	8:10	8:13	8:15
8:20	8:35	8:37	8:40	8:42	8:45	8:50	8:53	8:55
9:00	9:15	9:17	9:20	9:22	9:25	9:30	9:33	9:35
*9:40	9:55	9:57	10:00	10:02	10:05	10:10	10:13	10:15
10:20	10:35	10:37	10:40	10:42	10:45	10:50	10:53	10:55
11:00	11:15	11:17	11:20	11:22	11:25	11:30	11:33	11:35
11:40	11:55	11:57	12:00	12:02	12:05	12:10	12:13	12:15
12:20	12:35	12:37	12:40	12:42	12:45	12:50	12:53	12:55
1:00	1:15	1:17	1:20	1:22	1:25	1:30	1:33	1:35
1:40	1:55	1:57	2:00	2:02	2:05	2:10	2:13	2:15
2:20	2:35	2:37	2:40	2:42	2:45	2:50	2:53	2:55
3:00	3:15	3:17	3:20	3:22	3:25	3:30	3:33	3:35
3:40	3:55	3:57	4:00	4:02	4:05	4:10	4:13	4:15
4:20	4:35	4:37	4:40	4:42	4:45	4:50	4:53	4:55
**5:00	5:15	5:17	5:20	5:22	5:25	5:30	5:33	5:35
5:40	5:55	5:57	6:00	6:02	6:05	6:10	6:13	6:15

\* First Bus on Saturday \*\* Last Bus on Saturday

# Route B Arsenal - Mall

Update effective February 16, 2026

Leave Transfer Station	Western Blvd.	Salmon Run Mall	Walmart Outer - Arsenal Street	Target Town Center Plaza	The Plaza at Salmon Run	Arsenal Plaza - Price Chopper	Raymour & Flanigan Plaza	Arsenal and Below	Arrive Transfer Station
7:00		7:15	7:17	7:20	7:22	7:25	7:30	7:33	7:35
7:40		7:55	7:57	8:00	8:02	8:05	8:10	8:13	8:15
8:20		8:35	8:37	8:40	8:42	8:45	8:50	8:53	8:55
9:00		9:15	9:17	9:20	9:22	9:25	9:30	9:33	9:35
*9:40		9:55	9:57	10:00	10:02	10:05	10:10	10:13	10:15
10:20		10:35	10:37	10:40	10:42	10:45	10:50	10:53	10:55
11:00	11:10	11:15	11:17	11:20	11:25	11:30	11:35	11:40	11:50
12:00	12:10	12:15	12:17	12:20	12:25	12:30	12:35	12:40	12:50
1:00	1:10	1:15	1:17	1:20	1:25	1:30	1:35	1:40	1:50
2:00	2:10-	2:15	2:17	2:20	2:25	2:30	2:35	2:40	2:50
3:00	-	3:15	3:17	3:20	3:22	3:25	3:30	3:33	3:35
3:40	-	3:55	3:57	4:00	4:02	4:05	4:10	4:13	4:15
4:20	-	4:35	4:37	4:40	4:42	4:45	4:50	4:53	4:55
**5:00	-	5:15	5:17	5:20	5:22	5:25	5:30	5:33	5:35
5:40	-	5:55	5:57	6:00	6:02	6:05	6:10	6:13	6:15

\* First Bus on Saturday \*\* Last Bus on Saturday