

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, March 21, 2016

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, March 21, 2016, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Appointment to the Roswell P. Flower Memorial Library Board of Trustees, Thom Peterson
- Resolution No. 2 - Reappointment to Empire Zone Administrative Board, Mark Lavarney
- Resolution No. 3 - Reappointment to Empire Zone Administrative Board, Jo Ann St. Croix
- Resolution No. 4 - Reappointment to Empire Zone Administrative Board, William F. Welbourn
- Resolution No. 5 - Reappointment to Transportation Commission, Susan Beaman
- Resolution No. 6 - Reappointment to the Transportation Commission, Suzanne Morrow
- Resolution No. 7 - Reappointment to the Transportation Commission, Mary Newman

- Resolution No. 8 - Approving Agreement Between the City of Watertown and the Watertown City School District, School Resource Officer
- Resolution No. 9 - Accepting Bid for Municipal Arena Concession Stand, Maggie's on the River
- Resolution No. 10 - Authorizing the City Manager to Enter Into and Execute a State of New York Master Grant Contract with the New York State Department of State for the 9th Ward Playground Project Grant
- Resolution No. 11 - Finding That Changing the Approved Zoning Classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services, and Changing the Approved Zoning Classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services Will Not Have a Significant Impact on the Environment
- Resolution No. 12 - Approving Addition to the Schedule of Fees for Parks and Recreation, Craft and Vendor Fairs

ORDINANCES

LOCAL LAW

PUBLIC HEARING

- 7:30 p.m. Ordinance Changing the Approved Zoning Classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services, and to changing the approved zoning classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services

OLD BUSINESS

- Tabled Ordinance Amending City Municipal Code § 293-52, Schedule IV: One-Way Streets

STAFF REPORTS

1. Abate Request of 607 Bronson Street
2. Abate Request of 800 Burchard Street
3. Community Development Block Grant (CDBG) 2016-2020 Consolidated Plan and 2016 Annual Action Plan Update
4. Tax sale certificates assignment request

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, APRIL 4, 2016.

Res No. 1

March 10, 2016

To: City Council Members

From: Joseph M. Butler, Jr., Mayor

Subject: Appointment to the Roswell P. Flower Memorial Library Board of Trustees,
Thom Peterson

As you know, there has been a vacancy on the Flower Memorial Library Board created by the departure of Katherine Freund.

The Library Board has nominated Thom Peterson to fill the term of Ms. Freund, which expires December 31, 2018. In addition, Yvonne Reff is enthusiastically in support of this nomination. Mr. Peterson has owned several businesses in the area and has been a long time member of the community.

Mr. Peterson is excited about joining the Library Board and would be an excellent addition to this body.

Council consideration on this nomination is greatly appreciated.

RESOLUTION

Page 1 of 1

Appointment to the Roswell P. Flower Memorial Library Board of Trustees, Thom Peterson

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

BE IT RESOLVED that the City Council of the City of Watertown, New York, that Thom Peterson, 358 Franklin Street, Watertown, New York, is hereby appointed to the Roswell P. Flower Memorial Library Board of Trustees, to fill the unexpired term of Katherine Freund, which term expires December 31, 2018.

Seconded by

Yvonne Reff

From: Thom Peterson
Sent: Tuesday, December 22, 2015 5:09 PM
To: Yvonne Reff
Subject: Re: Vacancy on the Board at Flower Memorial Library

Hi!

Thanks for your email. Mayor-elect Butler called me last evening to ascertain my interest in serving on the FML board. I told him I am honored to be considered. Here is the pertinent information you requested:

Born 11/27/1950 son of Fred H and Alma R. Peterson of Watertown NY

Graduated 1968 Watertown HS

BA Secondary Social Studies/
American History SUNY Cortland
1975 magna cum laude

Two time candidate for Watertown City Council

Former member, Watertown City School District Board of Education

Former co-owner, Palace Deli and Carousel Catering

Founder, Third Wave Productions

Former President/member of board, Food Co-op of Watertown

Former Warden/vestryman, St Paul's Episcopal church
Member of Vestry, Trinity Episcopal Church

Married 10/22/2011 to Dennis J Laemmermann

Four children
One grandchild on the way

Thank you for your consideration.

Thom

Sent from my iPhone

On Dec 22, 2015, at 11:25 AM, Yvonne Reff <yreff@ncls.org> wrote:

Dear Mr. Peterson,

I received a copy of the email that you sent to Mayor Graham in August regarding your interest in being named to the board of the Flower Memorial Library.

Res Nos. 2, 3, 4

March 15, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Reappointments to the Empire Zone Administrative Board

The attached resolutions have been prepared at the request of Mayor Joseph M. Butler, Jr., recommending that the following individuals be reappointed to the Empire Zone Administration Board for three-year terms expiring on May 31, 2019. All individuals have expressed interest in being reappointed.

Mark Lavarnway	-	Financial Institution
Jo Ann St. Croix	-	Zone Resident
William F. Welbourn	-	Organized Labor

RESOLUTION

Page 1 of 1

Reappointment to Empire Zone Administrative Board, Mark Lavarnway

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS New York State has designated an Empire Zone pursuant to Article 18-b of the New York State General Municipal Law within the Town of Watertown and the City of Watertown on July 27, 1994, and

WHEREAS Article 18-b of the New York State General Municipal Law requires that an Empire Zone Board be in place to oversee the operation of the Zone,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reappoints to the Empire Zone, as a Financial Institution representative, for a three-year term expiring on May 31, 2019:

Mark Lavarnway
 746 Ball Avenue
 Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to Empire Zone Administrative Board, Jo Ann St. Croix

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALZCYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total

Introduced by

WHEREAS New York State has designated an Empire Zone pursuant to Article 18-b of the New York State General Municipal Law within the Town of Watertown and the City of Watertown on July 27, 1994, and

WHEREAS Article 18-b of the New York State General Municipal Law requires that an Empire Zone Board be in place to oversee the operation of the Zone,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reappoints to the Empire Zone, as a Zone Resident representative, for a three-year term expiring on May 31, 2019:

Jo Ann St. Croix
 626 Davidson Street
 Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to Empire Zone Administrative Board, William F. Welbourn

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS New York State has designated an Empire Zone pursuant to Article 18-b of the New York State General Municipal Law within the Town of Watertown and the City of Watertown on July 27, 1994, and

WHEREAS Article 18-b of the New York State General Municipal Law requires that an Empire Zone Board be in place to oversee the operation of the Zone,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reappoints to the Empire Zone, as an Organized Labor representative, for a three-year term expiring on May 31, 2019:

William F. Welbourn
 907 Washington Street
 Watertown, New York 13601

Seconded by

Res Nos. 5, 6, 7

March 11, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Reappointments to the Transportation Commission

The terms of the following individuals on the Transportation Commission expire on April 1, 2016, and they have expressed an interest in being reappointed:

Susan Beaman
Suzanne Morrow
Mary Newman

Betsy Penrose has decided not to renew her term. This leaves a vacancy on the Transportation Commission and staff is seeking nominees.

Attached for City Council consideration are resolutions reappointing the above to a three-year term, such term expiring on April 1, 2019.

RESOLUTION

Page 1 of 1

Reappointment to Transportation Commission,
Susan Beaman

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2019:

Susan Beaman
 102 Creek Wood Drive, Apt. 1
 Watertown, NY 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to the Transportation Commission,
Suzanne Morrow

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total

Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2019:

Suzanne Morrow
142 Mechanic Street, Apt. 102
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to the Transportation Commission,
Mary Newman

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total

Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2019:

Mary Newman
 114 California Avenue
 Watertown, New York 13601

Seconded by

March 15, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Agreement Between the City of Watertown
and the Watertown City School District, School Resource Officer

For the last six years, the City of Watertown and the Watertown City School District have partnered to provide School Resource Officer (SRO) services in Watertown High School and Case Middle School. This program has been a tremendous success for the Police Department and the School District. Police Officer Scott McIntyre has served as the SRO. His commitment to the program, relationship with the teachers and administration, along with his true desire to make a better tomorrow for the students, have contributed to the program's success.

The three (3) year Agreement between the City and the School District expires on July 31, 2016. Representatives from the City and the School District have met and reviewed the terms of the expiring Agreement and are recommending that a new three (3) year Agreement be entered into between the parties. The Agreement defines the duties and responsibilities of the SRO, the duties of the City, the duties of the School District, the financing of the position, the appointment/selection of the SRO and the dismissal or replacement of the SRO. Under the terms of this three (3) year Agreement, the City will provide a trained officer who will, at all times, remain an employee of the City, but who will work with the School District on instructional activities; attend parent/faculty meetings; be available for conferences with students, parents and faculty; develop strategies to minimize dangerous situations; conduct formal police interviews; and conduct investigations. The School District will continue to provide the SRO with an office and supplies needed to perform the duties of SRO.

Financing of the SRO position will be shared between the City and the School District. Expenses will be prorated based on the number of days the individual actually works as the SRO, to the total days worked. Vacation days and sick days will not be considered days worked for this calculation. When the SRO is not performing SRO duties, the officer will be working in the Police Department. SRO services will be provided during the school year, with time at the beginning and end of the year to put plans together and complete work started. The SRO position and the offsetting revenue from the School District are contained in the adopted Fiscal Year 2015-2016 budget.

Attached for City Council consideration is a Resolution approving this Agreement.

RESOLUTION

Page 1 of 1

Approving Agreement Between the
City of Watertown and the Watertown City
School District, School Resource Officer

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Sephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total

Introduced by

WHEREAS the City of Watertown possesses authority over the Watertown Police Department, which was created as a department and agency of the City government by Charter, and

WHEREAS it is the intent and desire of the City of Watertown and the Watertown City School District to provide for services of a School Resource Officer,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the School Resource Officer Agreement between the City of Watertown and the Watertown City School District, a copy of which is attached and made a part of this resolution, and

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

Seconded by

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2016, by and between the Watertown City School District ("District"), and the City of Watertown ("City").

WITNESSETH:

WHEREAS, the City possesses authority over the Watertown Police Department, which has been created as a department and agency of city government by Charter;

WHEREAS, it is the intent and desire of the City and District to provide for the services of a School Resource Officer ("SRO") as set forth herein,

NOW THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the District and the City as follows:

ARTICLE I

Term

It is the intent and provision of this Agreement to provide for the services of an SRO with such services to be rendered at such District school sites as more fully described herein below for a term commencing on August 1, 2016 and expiring three (3) years thereafter on July 31, 2019. It is expressly agreed and understood that the District and the City shall not be bound hereby beyond the foregoing three (3) year term.

ARTICLE II

Rights And Duties Of The City

The City shall provide an SRO and SRO services as follows:

(A) Training

The SRO shall be a sworn law enforcement officer. Prior to the assignment of a person to serve as SRO, the City shall certify in writing to the Superintendent of the District that such person has

had specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (*e.g.*, D.A.R.E.).

(B) Assignment of SRO

(1) The City shall assign one (1) regularly employed police officer to serve as SRO who shall serve at Watertown High School and Case Middle School, pursuant to a schedule to be determined in conjunction with the principals of such schools, the Superintendent of the District, the City Manager of the City of Watertown, and the Chief of Police of the City. In addition, the SRO shall perform services on an as needed basis in the District's elementary schools, and the schedule to be devised will allow for such.

(2) The SRO shall report directly to the Administrative Sergeant within the Watertown Police Department, who, as the SRO's supervisor, will work with the school administration of the District in providing for the rendition of SRO services as outlined herein.

(C) Regular Duty Hours Of SRO

(1) The SRO shall perform a regular workweek of hours with such hours and pay to be based on duties and pay equivalent to a regular police officer employed by the City. It is agreed and understood that pursuant to clause (D) (2) (d) below, the SRO will from time to time be expected to attend meetings of parents/ faculty and school functions on request of a principal.

(D) Duties of SRO

(1) Instructional responsibilities/duties of SRO.

The SRO shall work in conjunction with principals of the aforementioned schools and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training;

teens, crime and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by respective principals and school staffs.

(2) Additional Duties and Responsibilities of the SRO.

(a) The SRO shall coordinate his or her instructional activities with principals and staff members so as to allow for the orderly educational process within the respective schools served.

(b) The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.

(c) The SRO shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with students.

(d) When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

(e) The SRO shall make himself/herself available for conferences with students, parents, and faculty members to assist with problems of law enforcement or of a crime prevention nature.

(f) The SRO shall become familiar with all community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school. The SRO shall notify the principal in writing if a referral has been made.

(g) The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations.

(h) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to District Policy, Watertown Police Department Policy, New York State law, and other legal requirements with regard to such interviews.

(i) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO shall, in writing, make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under authority of law. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus.

(j) The SRO shall give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(k) The SRO shall, whenever possible, participate in and/or attend school functions.

(l) The SRO may conduct investigations relating to runaways, thefts, or any crime, relating to the students attending schools that the SRO serves.

(m) The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall submit reports of an instructional nature as required by the principal or school staff.

(n) The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or District disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies

of District disciplinary policies and codes and the discipline codes of each school. The SRO shall become familiar with district/school disciplinary codes and standards, and will meet at least annually with the Superintendent and each principal for the purpose of reviewing applicable disciplinary standards.

(o) The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO shall then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at school sponsored functions.

(p) The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

ARTICLE III

Rights and Duties of the District

The District shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with the Watertown City School District to be considered the SRO's base school and the office facilities as outlined below to be provided at such school:

- (A) Access to a properly lighted private office which shall contain a telephone which may be used for general business purposes.
- (B) A location for files and records which can be properly locked and secured.
- (C) A desk with drawers, a desk chair, two office chairs, a work table, filing cabinet, and office supplies.
- (D) Access to a computer and a typewriter.
- (E) Cell phone service.
- (F) A complete copy of the District's policy manual concerning students.

ARTICLE IV

Financing of the SRO program

For the term of this Agreement, the financing of the SRO will be shared between the District and the City. Expenses will include SRO's salary, including overtime, benefits, workers' compensation/207c expenses, vehicle expenses, and equipment. Expenses shall be prorated based on the number of days the individual selected to serve as the SRO actually works as the SRO. The City will bill the School District quarterly, in advance, beginning on August 1st of each year the amount of \$17,500. On June 30th of each year, a true-up will be done and the actual expenses associated with providing this service will be prorated based on actual days worked as SRO/total days worked. Vacation days and sick days will not be considered days worked. Any difference between the actual expenses associated with providing the SRO shall be billed or credited to the District.

ARTICLE V

Employment status of the SRO

The SRO shall be an employee of the Watertown Police Department, and shall not be an employee of the District. The District and the City acknowledge that the SRO shall remain responsive to the chain of command of the Watertown Police Department.

ARTICLE VI

Appointment of SRO

(A) The City Manager shall assign an officer who is qualified to be an SRO. An Interview Committee composed of the Superintendent, the Director of Personnel for the District, two (2) principals appointed by the Superintendent, and the Chief of Police will interview any candidate or candidates.

(B) SRO applicants must meet the following requirements:

- (1) The applicant must be a volunteer for the position of SRO.
- (2) The applicant must be a full-time, certified, and sworn police officer with a minimum of three (3) years law enforcement experience.

(3) Applicants must have training as outlined in Article II (A), above.

(C) Among additional criteria for consideration by the SRO Interview Committee are job knowledge, experience, training, education, appearance, attitude, communications skill, and bearing.

(D) The names of any applicants receiving a favorable recommendation from the SRO Interview Committee (which recommendation shall follow only upon a majority vote of the Interview Committee), shall be forwarded to the City Manager, who shall appoint officers from the list of those recommended.

ARTICLE VII

Dismissal of SRO/Replacement

(A) In the event a principal of a school to which the SRO is assigned feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent or designee that the SRO assignment be reviewed in the program at the school and shall state the reasons therefore in writing. Within five (5) working days of receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the City Manager or his/her designee of the principal's request. In the event the Superintendent feels the SRO is not performing his or her duties effectively, the Superintendent shall so advise the City Manager. If the City Manager so desires, the Superintendent and Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within the five (5) working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained following the process set out in Article VI.

(B) The City Manager or Chief of Police may reassign an SRO based upon Police Department Rules, Regulations, and/or General Orders and when it is in the best interest of the people of the City of Watertown.

(C) In the event of the resignation, dismissal, or reassignment of an SRO, the City Manager shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the Interview Committee following the process set out in Article VI shall recommend a permanent replacement for the SRO position. Provided however, that any temporary replacement shall have the required training and qualifications as outlined in Article II(A) and Article VI(B), above.

ARTICLE VIII

Termination of Agreement

This Agreement may be terminated by either party upon ninety (90) days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination of this Agreement may only be accomplished as provided herein.

ARTICLE IX

Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Superintendent of Schools
Watertown City School District
District Offices
1351 Washington Street
Watertown, NY 13601

City Manager
City of Watertown
245 Washington Street, Suite 302
Watertown, NY 13601

ARTICLE X

Good Faith

The School Board, the City Manager, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Manager, or their designees.

ARTICLE XI

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XII

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the District's School Board and City Council is obtained.

ARTICLE XIII

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIV

Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first set forth above.

City of Watertown

By: _____
Sharon Addison, City Manager

Watertown City School District

By: _____

Terry Fralick, Superintendent of Schools

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2016 before me personally came Sharon Addison, who being by me duly sworn, did depose and say that she resides in Watertown, New York; that she is City Manager of the City of Watertown, the City described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said City Council.

Notary Public

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

On this ____ day of _____, 2016, before me personally came Terry Fralick, who being by me duly sworn, did depose and say that he resides in Watertown, New York; that he is Superintendent of Schools, for the Watertown City School District, the District described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said School Board of the Watertown City School District.

Notary Public

Res No. 9

March 10, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Municipal Arena Concession Stand,
Maggie's on the River

The City Purchasing Department has advertised and received sealed bids for Municipal Arena Concession Stand Services, as per City specifications, which will run for 17 months, with the option to renew for up to three additional one-year contracts.

Bid specifications were sent to forty-four (44) area restaurants and food vendors, with two (2) bids submitted to the Purchasing Department where they were publicly opened and read on Thursday, March 10, 2016, at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Parks and Recreation Department, and it is their recommendation that the City Council accept the bid submitted by Maggie's on the River as the highest qualified bidder meeting our specifications in the amount of \$5,950. The other bid submitted is detailed in the attached report of Mrs. Pastuf, as well as a report from Assistant Superintendent Scott Weller. You will note that Kerry Johnson, dba Famous Dick's Hot Dogs, has been determined to be a nonresponsive bid.

RESOLUTION

Page 1 of 1

Accepting Bid for Municipal Arena Concession Stand, Maggie's on the River

- Council Member HORBACZ, Cody J.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Manager has advertised and received sealed bids for the Municipal Arena Concession Stand Services per City specifications, which will run for 17 months, with the option to renew for three additional one-year contracts, and

WHEREAS bid specifications were sent to forty-four (44) area restaurants and food vendors, with two (2) bids submitted to the Purchasing Department, and

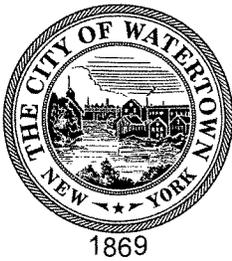
WHEREAS on Thursday, March 10, 2016, at 11:00 a.m., the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Parks and Recreation Department, and it is their recommendation that the City Council accept the bid submitted by Maggie's on the River as the highest qualified bidder meeting our specifications,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid from Maggie's on the River in the bid amount of \$5,950, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign all contracts associated with implementing the award to Maggie's on the River.

Seconded by



CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2016-02 – Municipal Arena Concession Stand - Bid Recommendation
DATE: 3/10/2016

The City's Purchasing Department advertised in the Watertown Daily Times on February 25, 2016 calling for sealed bids for Municipal Arena Concession Stand Services as per City specifications. Bid Specifications were sent to forty-four (44) area restaurants and food vendors. The contract will run for seventeen (17) months, at which time there is an option to renew for up to three (3) one-year contracts. Two (2) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on March 10, 2016 at 11:00 am, local time. The bid tally is provided below:

Firm Name	Monthly Rate	2016-2017 Contract
Kerry Johnson dba Famous Dick's Hot Dogs	\$400.00	\$6,800.00
Maggie's on the River	\$350.00	\$5,950.00

As per the bid specifications, the bidders were required to provide the following information along with the bid submission:

- Explain Business Experience in Concessions or Related Field
- Provide Proposed Menu with Proposed Pricing
- Provide Business References, minimum of three

Kerry Johnson dba Famous Dick's Hot Dogs failed to provide his business experience or provide any business references with his bid submission. He also failed to provide the proposed pricing on his proposed menu stating only "prices will be determined by the market prices". The bid proposal submitted is incomplete, making it a nonresponsive bid.

It is my recommendation that the City Council reject the bid from Kerry Johnson dba Famous Dick's Hot Dogs as nonresponsive and award the bid to the next bidder Maggie's on the River for \$350.00 per month.

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

Date: March 10, 2016
To: The Honorable Mayor and City Council
From: Scott Weller, Assistant Superintendent of Parks and Recreation
Subject: Municipal Arena Concession Stand

Attached for Council consideration and approval is the bid proposal from Maggie's on the River for the Arena Concession Stand, at \$350 per month. The term would commence as soon as the Arena is operational, and terminate August 31, 2017. Upon a successful first year, the contract may be renewed for up to an additional three, one year terms.

A total of two bids were received. The highest bid of \$400 per month was incomplete. In light of this, I recommend that the City move forward with the bid proposed by Maggie's on the River. A representative from the Parks and Recreation Department will be present at the council meeting, should Council have questions.

Res No. 10

March 15, 2016

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Authorizing the City Manager to Enter Into and Execute a State of New York Master Grant Contract with the New York State Department of State for the 9th Ward Playground Project Grant

The City of Watertown was recently notified that it has been awarded a \$20,000 Legislative Initiative Grant through New York State Assemblymember Addie J. Russell. The funds will be used to replace a playground structure at the 9th Ward Playground, located on New York Avenue.

The grant is being administered through the New York State Department of State (NYS DOS). The NYS DOS requires the City to enter into an agreement with the State of New York. A copy of the completed State of New York Master Contract for Grants is attached for Council review.

Parks and Recreation Superintendent Erin Gardner has selected the proposed playground equipment and has developed a proposed budget for the project, which is also attached for Council review. The grant does not require any matching funds from the City.

The attached resolution authorizes the City Manager, Sharon Addison, to enter into and execute the State of New York Master Contract for Grants on behalf of the City and further authorizes the City Manager to act on behalf of the City Council in all matters related to the financial assistance for this project.

RESOLUTION

Page 1 of 1

Authorizing the City Manager to Enter Into and Execute a State of New York Master Grant Contract with the New York State Department of State for the 9th Ward Playground Project Grant

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown was recently notified that it has been awarded a \$20,000 Legislative Initiative Grant through New York State Assemblymember Addie J. Russell to replace a playground structure at the 9th Ward Playground, located on New York Avenue, and

WHEREAS the grant is being administered through the New York State Department of State (NYS DOS), and

WHEREAS the NYS DOS requires the City to enter into a State of New York Master Contract for Grants,

NOW THEREFORE BE IT RESOLVED that the City Manager, Sharon Addison, is hereby directed and authorized to enter into and execute the State of New York Master Contract for Grants for this project on behalf of the City Council of the City of Watertown, a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that the City Manager is authorized to act on behalf of the City Council in all further matters related to the financial assistance for this project.

Seconded by

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Department of State 1 Commerce Plaza 99 Washington Avenue Albany, NY 12231-0001</p>	<p>BUSINESS UNIT/DEPT. ID: DOS01/3800000</p> <p>CONTRACT NUMBER: TM61392</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>City of Watertown, City Comptroller</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>City of Watertown</p>	<p>PROJECT NAME:</p> <p>Legislative Member Item #TM61392</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002584 Federal Tax ID Number: 15-6000419 DUNS Number (if applicable): 10-160-007</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>City Comptroller, City Hall, Room 203 245 Washington Street Watertown, NY 13601</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:220259000000.00 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # TM61392

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 04/01/2006 To: 07/31/2016</p> <p>CURRENT CONTRACT PERIOD: From: 04/01/2006 To: 07/31/2016</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 20,000</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program Specific Terms and Conditions
 - A-2 Federally Funded Grants

- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

Contract Number: # TM61392

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR: City of Watertown Room 304, City Hall 245 Washington Street Watertown NY 13601 By: _____ <u>SHARON ADDISON</u> Printed Name Title: <u>CITY MANAGER</u> Date: _____	STATE AGENCY: NYS Department of State 1 Commerce Plaza 99 Washington Avenue Albany, NY 12231-0001 By: _____ Printed Name Title: _____ Date: _____
--	--

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1

New York State Department of State (7/10/13)

I. Agency Specific Clauses

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

Prior written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications.

C. License to Use and Reproduce Documents and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with the Project, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement. Such warranty shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

D. Property

The ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of OMB Circulars A-110 and A-122 (2 CFR Part 215 and 2 CFR Part 230), as applicable.

E. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.
2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.
3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

F. Subcontracting Requirements

The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Attachment C subject to prior approval of the Department of the terms of any subcontract. Subcontractors shall comply with all applicable requirements of the Agreement between the Contractor and the State.

G. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.
2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

H. Vendor Responsibility Determinations

1. If this contract has a total value of greater than \$50,000 in state provided funds, a Vendor Responsibility Questionnaire and Certification is required. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/systeminit.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.
2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VQR), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VQR submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

I. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this contract with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

J. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

K. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name, Title	LuAnn Hart, Contract Administration Unit
Agency/Division	NYS Department of State
Address	1 Commerce Plaza, 99 Washington Avenue, Suite 1110, Albany, NY 12231
Phone/ Fax/Email	(P): 518-474-2754 (F): 518-474-4777 (E): LuAnn.Hart@dos.ny.gov

2. Notice to the Contractor

Name, Title	Sharon Addison, City Manager
Address	245 Washington Street, Room 302 Watertown, NY 13601
Phone/ Fax/Email	(P): (315) 785-7730 (F): (315) 782-9014 (E): saddison@watertown-ny.gov

L. Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a "covered provider" within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a "covered provider":
 - a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
 - b. Contractor's failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.
2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving "State funds" or "State-authorized payments" originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a "covered provider" within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

M. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a division of Minority and Women's Business Enterprise Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

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

- b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section M(6) of this Attachment or enforcement proceedings as allowed by the Contract.

2. Contract Goals

- a. For purposes of this procurement, the Agency hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section 2(a) hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.
- c. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- d. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Agency for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

- a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- b. Contractor shall comply with the following provisions of Article 15-A:
 - (1) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

- (2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
- (3) If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency may provide the Contractor or Subcontractor a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
- (4) The Contractor's EEO policy statement shall include the following language:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - (b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - (c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - (d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection , which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Form C - Workforce Employment Utilization Report ("Workforce Report")

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

the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form D) either prior to, or at the time of, the execution of the contract.
- b. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section M(2)(a) of this Attachment .
- c. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Agency shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

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

6. Liquidated Damages - MWBE Participation

- a. Where Agency determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - c. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - d. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- e. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, Contractor shall pay such liquidated

damages to the Agency within sixty (60) days after they are assessed by the Agency unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Agency.

7. Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-2507. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.esd.ny.gov/MWBE.html>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

II. Attachment A-1: Program Specific Clauses – Legislative Awards (6/4/13)

A. Funding

1. The Contract Period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed. Costs incurred for project activities conducted prior to or after the Contract Period will not be reimbursed under this Agreement.
2. The Contractor and Project as described in the Legislative Initiative Form provided to the Contractor by the Department and incorporated herein by references and as detailed in the Workplan (Attachment C) have been identified to the Department for receipt of a legislative grant award not to exceed the funding amount as set forth on the Contract Face Page.
3. Funding for this project has been appropriated in the Community Projects Fund as established by Section 99-d of the State Finance Law (Chapter 474 of the Laws of 1996). Pursuant to Paragraph 6(a) of Section 99-d, "The state shall not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund if insufficient monies are available for transfer to such account of this fund, after required transfers pursuant to subdivision three of this section."
4. Notwithstanding the contract period set forth on the Face Page, absent reappropriation in the subsequent State budget, funds for this project will cease to be available for payments on September 15 following the current end date of the contract. In that event, to afford reasonable assurance that payment can be made by the Department, final payment requests must be received by the Department's payment office by no later than August 15.

B. Certification Appendix

1. The NYS Office of the Attorney General requires that a Certification Appendix be completed by non-governmental entities that enter into Legislative Member initiative contracts with state agencies.
2. If the prospective contractor is a nongovernmental entity, a Certification Appendix must be completed and returned.
3. Contractor hereby acknowledges that, where required, the Certification Appendix is made a part of this contract by reference hereto and that any misrepresentation of fact in the Certification Appendix may result in termination of this contract.

**ATTACHMENT B
BUDGET**

Budget Summary Sheet

A. Salaries, Wages and Fringe	\$0
B. Travel	\$0
C. Supplies/Materials	\$20,000
D. Equipment	\$0
E. Contractual Services	\$0
F. Other	\$0
TOTAL	\$20,000

The total of your budget must equal the amount of your allocation as shown on the contract face page.

The budget is intended to show the items of expense which will be funded under this contract. Please do not show the entire cost of the project if it exceeds the amount of funding provided by this contract.

B-3 Budget Detail Sheet

C. SUPPLIES/MATERIALS

Funds will be used to replace a playground structure consisting of:

Swings

Double bay

4 Swings

\$ 2,000.00

Primary play structure

Tot's Choice 718-S142

Ages 2-12

Play area capacity: 40

\$ 14,500.00

Wood chips, lumber for playground edging and misc hardware

\$ 3,500.00

TOTAL SUPPLIES/MATERIALS \$ 20,000
(ATTACH ADDITIONAL SHEETS IF NEEDED)

D. EQUIPMENT

None

TOTAL EQUIPMENT \$ 0

(ATTACH ADDITIONAL SHEETS IF NEEDED)

B-4 Budget Detail Sheet

E. CONTRACTUAL SERVICES

None

TOTAL CONTRACTUAL SERVICES \$ 0
(ATTACH ADDITIONAL SHEETS IF NEEDED)

F. OTHER

None

TOTAL OTHER \$ 0
(ATTACH ADDITIONAL SHEETS IF NEEDED)

ATTACHMENT C
Program Work Plan

Project Name: Agreement #TM61392
Contractor's SFS Name: City of Watertown
Contract Period: 04/01/2006 – 07/31/2016

NARRATIVE:

(Must be completed for all project types and payment options.)

Funds will be used to replace a playground structure at the 9th ward playground, located on New York Avenue in the City of Watertown. Playground replacements will include:

Swings

Double bay

4 Swings

\$ 2,000.00

Primary play structure

Tot's Choice 718-S142

Ages 2-12

Play area capacity: 40

\$ 14,500.00

Wood chips, lumber for playground edging and misc hardware

\$ 3,500.00

(ATTACH SEPARATE SHEETS AS NECESSARY)

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of _____ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

Playground - 9th Ward

<p>Swings</p> <p>Double bay 4 Swings</p>	<p>\$ 2,000.00</p>	
<p>Primary play structure</p> <p>Tot's Choice 718-S142 Ages 2-12 Play area capacity: 40</p>	<p>\$ 14,500.00</p>	
<p>Wood chips</p>	<p>\$ 3,500.00</p>	
	<p>\$ 20,000.00</p>	<p>TOTAL</p>

KING LINCOLN NEWPORT NEWS, VA

TOTS' CHOICE®

718-S142

FOR AGES 2-12

PROTECTIVE AREA: 35' X 30' (10.7m X 9.1m)
SHIPPING WEIGHT: 3,025 lbs (1,372.1 kg)
ELEVATED PLAY ACTIVITIES: 5
GROUND LEVEL PLAY ACTIVITIES: 3
PLAY AREA CAPACITY: 35-45





Tot's Choice® 2 Bay Arch Swing



Res No. 11

March 15, 2016

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Finding That Changing the Approved Zoning Classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services, and Changing the Approved Zoning Classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services Will Not Have a Significant Impact on the Environment

At its March 1, 2016 meeting, the City Planning Board unanimously adopted a motion recommending that the City Council change the approved zoning classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services, and to change the approved zoning classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services. The Council has scheduled a public hearing on the request for Monday, March 21, 2016 at 7:30 PM.

The City Council must complete Part 2, and Part 3 if necessary, of the Short Environmental Assessment Form and adopt the attached resolution before it may vote on the Zone Change Ordinance. The resolution states that the proposed zone change will not have a significant impact on the environment.

RESOLUTION

Page 1 of 2

Finding That Changing the Approved Zoning Classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services, and Changing the Approved Zoning Classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services Will Not Have a Significant Impact on the Environment

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown, New York, has before it an Ordinance changing the approved zoning classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services, and to change the approved zoning classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services, 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 the adoption of the proposed zone change ordinance would constitute such an "Action," and

WHEREAS the City Council has determined that changing the zoning classification of these parcels is an "Unlisted Action" as that term is defined by 6NYCRR Section 617.2 (ak), and

WHEREAS there are no other involved agencies for SEQRA review as that term is defined in 6NYCRR Section 617.2 (s), and

WHEREAS to aid the City Council in its determination as to whether the proposed zone change will have a significant impact on the environment, Part I of a Short Environmental Assessment Form has been prepared by the applicant, a copy of which is attached and made part of this Resolution,

RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services, and Changing the Approved Zoning Classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services Will Not Have a Significant Impact on the Environment

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that:

1. Based upon its examination of the Short Environmental Assessment Form and comparing the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known and the adoption of the zone change will not have a significant impact on the environment.
2. The Mayor of the City of Watertown is authorized to execute Part 3 of the Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.
3. This Resolution shall take effect immediately.

Seconded by

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.

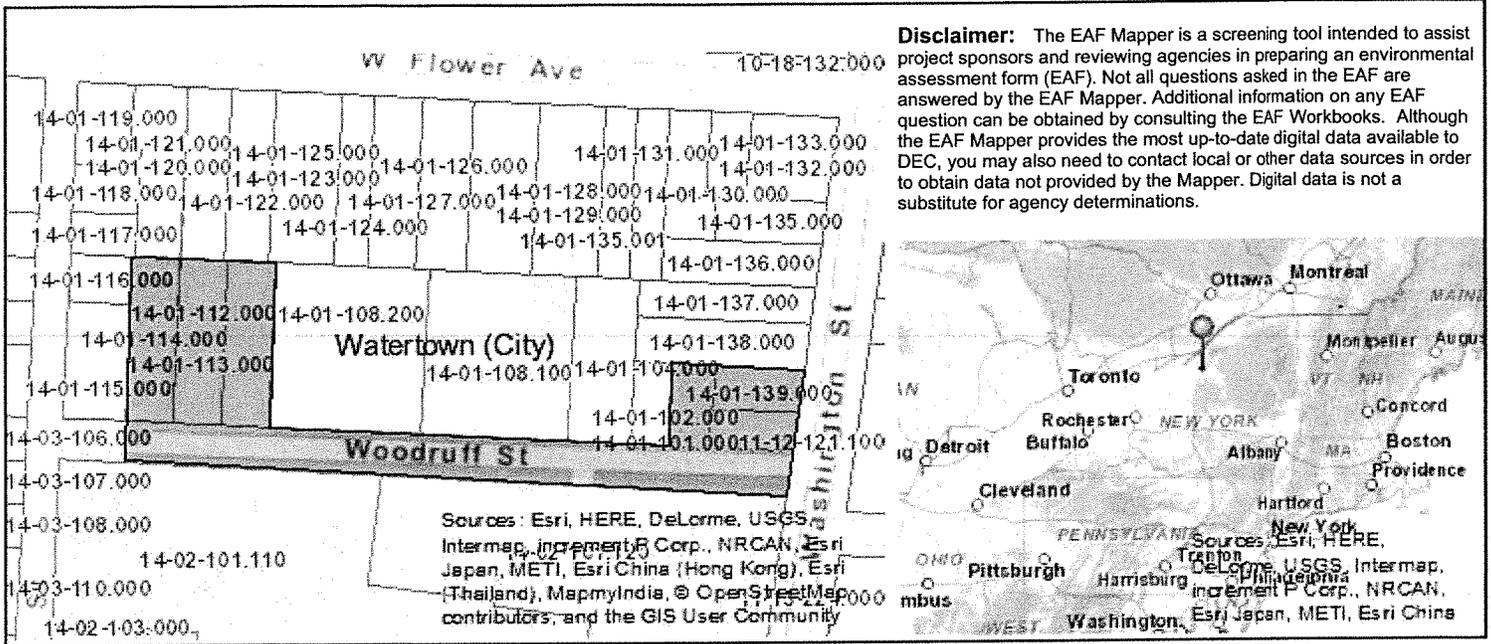
Part 1 - Project and Sponsor Information			
Name of Action or Project: Samaritan Medical Center			
Project Location (describe, and attach a location map): City of Watertown Tax Parcel No.'s 14-01-101, 14-01-102, 14-01-112, 14-01-113, 14-01-114, and 14-01-139			
Brief Description of Proposed Action: Zone Change Request to Health Services for six parcels of existing Samaritan Medical Center properties. Tax Parcel No. 14-01-102, 14-01-112, 14-01-113 and 14-01-114 are currently zoned Residence B and Tax Map Parcel No. 14-01-101 and 14-01-139 are currently zoned Limited Business. The proposed zone change would allow for these parcels to be used additional vehicle parking areas required for the proposed Women;s and Children's Addition and Cancer Center Addition. The Health Services Zoning would be consistent with the adjacent parcels owned by Samaritan Medical Center.			
Name of Applicant or Sponsor: Samaritan Medical Center, attn Chris Bastien		Telephone: 315-782-6866	
		E-Mail: cbastien@shsny.com	
Address: 830 Washington Street			
City/PO: Watertown	State: New york	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 governmental Agency? If Yes, list agency(s) name and permit or approval: Planning Board referral and City Council Approval			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		1.05 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		17.4 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<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): <u>Medical Center/Hospital</u>			
<input type="checkbox"/> Parkland			

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: J/Chris Bastien Date: 2-12-16

Signature: _____



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
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

SHORT EAF SUMMARY REPORT:

The Short EAF was completed utilizing the online NYSDEC EAF Mapper. The Mapper will provide yes or no answers to certain parts of the Short EAF. If the mapper answered yes to any of the questions, supplemental information was provided below.

Narrative Description for Part 1; Questions 15.

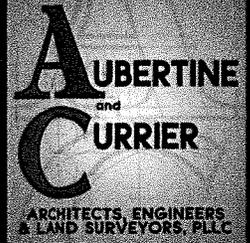
If the question was answered “yes” the proposed action or lands may contain a species of animal, or associated habitats, listed by the State or Federal government and threatened or endangered.

Reviewing several online resources including NYSDEC, NY Natural Heritage and US Fish and Wildlife Services, the project site may be in a general location that may contain threatened and endangered species. However this does not mean that they are located on the specific project site. Local municipality may have further information if the project site contains any threatened or endangered species.

Narrative Description for Part 1; Questions 20.

If the question was answered “yes” the proposed action or lands may be within a 2,000 foot buffer of a (ongoing or completed) remediation project of hazard waste.

Reviewing the online NYSDEC Environmental Navigator, it appears that there was a Voluntary Cleanup Program Site located near the intersection of Washington Street and Chestnut Street. This site is located approximately 1,700 feet away from the proposed action.



NYS WBE/DBE Certified
SBA Woman Owned
Small Business (WOSB)

aubertinecurrier.com

522 Bradley Street
Watertown, New York 13601

Phone: 315.782.2005
Fax: 315.782.1472

Managing Partner
Annette M. Mason, P.E.
Structural Engineer

Partners
Michael L. Aubertine, R.A.
Architect

Patrick J. Currier, R.A.
Architect

Brian A. Jones, AIA.,
LEED AP BD+C
Architect

Matthew R. Morgia, P.E.
Civil Engineer

Jayson J. Jones, P.L.S.
Land Surveyor

Project: Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Res No. 12

March 15, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Addition to the Schedule of Fees for Parks and Recreation,
Craft and Vendor Fairs

At the March 7, 2016 City Council meeting, it was discussed including an addition in the Schedule of Fees for Parks and Recreation to allow for Craft and Vendor Fairs at the Arena. Admission would be charged at \$3/per person per day, with children 12 and under free. In addition, the Parks and Recreation Department will seek to sponsor special events, such as Laser Tag, Touch a Truck, Food Fair, Dances for Kids, Adults and Seniors. Admission at these events would be charged at \$5/per person per day.

The fees have been adjusted to match the original Resolution approved October 5, 2015.

Attached for City Council consideration is a Resolution which approves adding in these City and non-City resident fees.

RESOLUTION

Page 1 of 1

Approving Addition to the Schedule of Fees for Parks and Recreation, Craft and Vendor Fairs

Introduced by

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

WHEREAS on October 5, 2015 City Council approved a Fee Schedule for the Parks and Recreation Department for FY 2015-2016, and

WHEREAS on February 16, 2016 City Council approved additions to the Fee Schedule for Arena concession fees, and

WHEREAS programs and events are continuing to be added to the usage of the Watertown Municipal Arena, the below fees are put into place effective with the proposed opening:

	City Resident	Non-City Resident
Craft and Vendor Fees per Booth Per Day Without Electricity	\$40	\$50
Craft and Vendor Fees per Booth Per Day With Electricity	\$50	\$63
Admission for Craft and Vendor Fairs Per Day	\$3	\$3
Admission for Special Events Sponsored by Parks & Rec Per Day	\$5	\$5

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby adopts the amended fee schedule, attached and made part of this Resolution, as the Fee Schedule for the Parks and Recreation Department.

Seconded by

Parks & Recreation Fee Schedule

ARENA	City Resident	Non City Resident	
Public skating	\$3	\$4	per day
Season public skating pass	\$40	\$50	season
Skate & shoot	\$4	\$5	per day
Season skate & shoot pass	\$50	\$63	season
Ice skate rental	\$3	\$4	per day
Ice skate sharpening	\$5	\$6	per day
Minor hockey & figure skating / student groups	\$70		per hour
Adult and non city groups	\$100		per hour
Rock & skate	\$5	\$6	per day
Slip slide & skate			
Per season - with skates	\$25	\$50	season
Per season - without skates	\$35	\$70	season
Broomball	\$5	\$6	per day
Broomball equipment rental	\$3	\$4	per broom
Events where admission/donation is charged	\$120	\$150	per hour
Arena rental / Performances	\$1,000	\$1,250	per day
Performances - day before/after	\$500	\$625	per day
Parking - concert/performance/show	\$1,500	\$1,875	per event
Multipurpose room	\$100	\$125	per day
Multipurpose room	\$25	\$31	per hour
Vendor space	\$100	\$125	per day
Large stage set up	\$1,000	\$1,250	per event
Small stage set up	\$500	\$625	per event
Large bleacher set up	\$500	\$625	per event
Small bleacher set up	\$250	\$313	per event
PA system rental	\$50	\$63	per event
Hang signage	\$50	\$63	per hour
Hospitality Room	\$250	\$313	per day
Office rental	\$500	\$625	per season
Office rental	\$50	\$63	per day
Jefferson County Agriculture Society - Fair	\$3,000		fair
Birthday party Room	\$50	\$63	per party
Arena Concession - Per Vendor	\$250	\$313	per day
Arena Concession - Unlimited Concession Stands	\$1,000	\$1,250	per day
Craft and Vendor Fairs - Booth w/o Electricity	\$40	\$50	per day
Craft and Vendor Fairs - Booth w/Electricity	\$50	\$63	per day
Admission to Craft and Vendor Fairs	\$3	\$3	per day
Admission to Special Events Spons. By Parks & Rec	\$5	\$5	per day

FAIRGROUNDS	City Resident	Non City Resident	
Main baseball field-Grandstand			
Hourly	\$50	\$63	per hour
Lights	\$50	\$63	per day
Main multipurpose field-Outdoor Stadium			
Hourly	\$50	\$63	per hour
Lights	\$50	\$63	per day
Fairgrounds horse ring	\$60	\$75	per day
Municipal Fairgrounds rental	\$200	\$250	per day
Other athletic fields			
Hourly	\$15	\$19	per hour
Lights	\$25	\$31	per day
Performances	\$1,000	\$1,250	per day
Day before/after	\$500	\$625	per day
Practice - Schools within city limits & JCC	July 1st 2016: 50%	July 1st 2016: 50%	per hr
Chair rental	\$1	\$1.25	per day
Table rental	\$4	\$5	per day
Chair table fee for events on premises	Rental rate applies	Rental rate applies	per day
Rental of City owned fields for Tournamnets			
Main fields-Non-Profit 501C3(Grandstand and Outdoor Stadium)	\$200	\$250	per day
Other fields Non-profit-501C3	\$100	\$125	per day
Regular for profit events	Hourly	Hourly	per day
Additional chalk lining	\$25	\$31	per lining
Parking - Outdoor events	\$3,000	\$3,750	per event
RV sites			
With utility hookup	\$25	\$31	per night
Without utility hookup	\$15	\$19	per night
Jeff Co Agriculture Society - Fair week	\$75		per site
Turface	\$15	\$19	per bag

Miscellaneous Parks & Recreation Fees	City Resident	Non City Resident	
Vendor fee	\$50	\$63	per event
Vendor fee - large event	\$250	\$313	per event
Alcohol permit processing fee	\$10	\$13	per day
Concessions - Jeff Co Ag Society	\$1,000		fair
Mayor Butler pavilion	\$50	\$63	per day
Fairgrounds pavilion	\$50	\$63	per day
Veterans Memorial pavilion	\$50	\$63	per day
Marble Park pavilion	\$50	\$63	per day
Thompson Park			
Large pavilion - one of four quarters	\$50	\$63	per day
Large pavilion - full	\$200	\$250	per day
Picnic areas	\$10	\$13	per day
Rotary pavilion	\$50	\$63	per day
Pinnacle pavillion	\$50	\$63	per day
Band stand	\$25	\$31	per day
Baseball and softball adult leagues			
Men's and coed adult softball	\$250		per team
Athletic tournaments	\$150	\$250	per team
Sunday softball	\$250		per team
Volleyball team	\$200		per team
Kickball team	\$200		per team
Soccer tournament	\$225		per team
Basketball tournament	\$125		per team
Soccer teams	\$225		per team
Tennis clinic	\$20	\$40	per person
Golf lessons	\$25	\$50	per person
Youth baseball & softball leagues	\$10	\$20	per person
Youth swimming lessons	\$10	\$20	per person
Fishing clinic	\$15	\$30	per person
Family Yoga	\$10	\$20	per person
Scuba diving lessons	\$30	\$60	per person
Kid's zumba	\$15	\$30	per person
Youth running club	\$10	\$20	per person
Horseback riding lessons	\$30	\$60	per person
Boot camp exercise program	\$25	\$50	per person
Youth camps	\$25	\$50	per person
Parks and Recreation classes	\$25	\$50	per person

7:30 p.m. – Public Hearing

March 15, 2016

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Changing the Approved Zoning Classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services, and to change the approved zoning classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services

City Council has scheduled a Public Hearing for the above subject request at 7:30 pm on Monday, March 21, 2016.

The Planning Board reviewed the request at its March 1, 2016 meeting and unanimously adopted a motion recommending that City Council approve the request.

Attached is the report on the zone change request prepared for the Planning Board, along with an excerpt from its meeting minutes.

The ordinance prepared for City Council consideration approves the zone change as submitted. The Council must hold the public hearing and pass the SEQRA resolution that is also on today's agenda before voting on the ordinance.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services, and to changing the approved zoning classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Introduced by
Council Member Stephen A. Jennings

BE IT ORDAINED where Timothy F. Titus of Aubertine & Currier, on behalf of Samaritan Medical Center, has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services, and to change the approved zoning classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services, and

WHEREAS the Planning Board of the City of Watertown considered the request at its March 1, 2016 meeting and unanimously adopted a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on March 21, 2016, 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 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 shall be changed from Limited Business to Health Services, and the approved zoning classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 shall be changed from Residence B to Health Services, and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect these changes, 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 Council Member Teresa R. Macaluso



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7740 – FAX: 315-785-7829

TO: Planning Board Members

FROM: Michael A. Lumbis, Planner

SUBJECT: Zone Change – 724 Washington Street 150 Woodruff Street
728 Washington Street 154 Woodruff Street
110 Woodruff Street 158 Woodruff Street

DATE: February 25, 2016

Request: To change the approved zoning classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services, and to change the approved zoning classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services.

Applicant: Timothy F. Titus of Aubertine and Currier, PLLC on behalf of Samaritan Medical Center.

Owner: Samaritan Medical Center

SEQRA: Unlisted

County review: Not required

Comments: The applicant is requesting a zone change for the subject parcels to allow the construction of additional off street parking facilities for the Samaritan Medical Center. Additional off street parking will be required for the proposed Women's and Children's Addition and Cancer Center Addition projects. The applicant intends to apply for site plan approval at a future Planning Board meeting. The applicant's request to change the zoning of these parcels is firmly related to his request to construct a Women's and Children's Addition and Cancer Center Addition at a later time. However, this zone change request should be considered independent of any future site plan approvals.

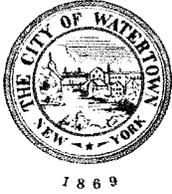
The attached map, prepared by City Staff, identifies two groups of parcels. The Parcel Grouping 'A' is bounded on the north and west by Residence B zoning and the existing land use is single family detached housing. To the south and east, the zoning is Health Services and the land use is parking for the Samaritan Medical Center. The Parcel Grouping 'B' is bounded on the north by Limited Business zoning and Residence B to the west and the land use consists of single family detached housing. To the south and east, the zoning is Health Services. The Samaritan parking garage is located to the south of group B.

Land Use Plan: The Land Use Plan calls for Low and Medium Density Residential along the north side of Woodruff Street.

SEQR: In the applicant's response to Question 2, which asks if the proposed action requires a permit, approval or funding from any other government agency, the applicant answered "yes" but did not list the City Code Enforcement Bureau as the agency that is to issue the required building permit.

In the applicant's response to Question 17, which asks if the proposed action will create stormwater discharge, the applicant answered "yes." Although the future construction of a proposed parking lot would create additional stormwater discharge, the preliminary zone change will not. When the applicant applies for the construction of a parking lot, a new SEQR must be submitted that would recognize the creation of additional stormwater runoff.

cc: City Council Members
Brian Drake, Civil Engineer II
Timothy Titus, Aubertine and Currier
Chris Bastien, Samaritan Medical Center
Thomas Carman, Samaritan Medical Center



CITY OF WATERTOWN, NEW YORK

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

MEETING: March 1, 2016

PRESENT:

Larry Coburn, Chairperson
Linda Fields
Neil Katzman
Anthony Neddo
Steve Rowell

ALSO:

Michael A. Lumbis, Planner
Jeffrey Polkowski, Planner
Geoffrey Urda, Planner

ABSENT:

Michelle Capone

The March 1, 2016 Planning Board Meeting was called to order at 3:02 PM by Planning Board Chair Larry Coburn. Mr. Coburn called for a reading of the Minutes from the February 2, 2016 Planning Board Meeting. Mr. Katzman made a motion to accept the minutes as written. The motion was seconded by Ms. Fields and all voted in favor.

ZONE CHANGE

**724 AND 728 WASHINGTON STREET – PARCELS 14-01-139.000 AND 14-01-101.000
LIMITED BUSINESS TO HEALTH SERVICES**

AND

**110, 150, 154 and 158 WOODRUFF STREET – PARCELS 14-01-102.000, 14-01-112.000,
14-01-113.000 AND 14-01-114.000
RESIDENCE B TO HEALTH SERVICES**

The Planning Board then considered a request submitted by Timothy F. Titus of Aubertine and Currier, PLLC on behalf of Samaritan Medical Center to change the approved zoning classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services and to change the approved zoning classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services.

Matt Morgia of Aubertine and Currier, PLLC, as well as Thomas Carman and Chris Bastien of Samaritan Medical Center were in attendance to represent the request. At this time, Mr. Coburn stated for the record that he is on the Patient Family Council for Samaritan Medical Center, but that he had no financial or personal interest in this matter.

Mr. Morgia began by saying that the request was fairly straightforward. Mr. Morgia drew the Planning Board's attention to a map of the hospital and the surrounding blocks. He identified Samaritan Medical Center on the map and then identified all six parcels for which the applicant was requesting a zone change.

He noted that some of the parcels were at the western end of Woodruff Street and some were at the eastern end of the street. He then identified a pair of parcels in the middle of Woodruff Street, where there is an existing parking lot. Mr. Morgia said that these parcels were re-zoned to Health Services in 2004 when the existing parking lot was constructed.

He added that all of the parcels in question were owned by Samaritan Medical Center and said that the intent was for them to become part of a new parking lot that would support a future construction project to be submitted within a month. He then asked if the Planning Board had any questions.

Ms. Fields asked if the house on the corner of Woodruff Street and Washington Street would be coming down. Mr. Morgia replied in the affirmative. Mr. Neddo asked if any owners of neighboring properties had expressed any concerns. Mr. Bastien replied that Samaritan Medical Center had reached out to all of the neighboring landowners and none of them had any objections to the project.

Mr. Polkowski added that letters went out to the owners of every property within 100 feet of any of the parcels proposed to be re-zoned. Mr. Lumbis added that City Council would schedule a public hearing before acting on the request and that these property owners would be also notified of this hearing in advance.

Mr. Katzman then asked if there would be any potential negative impacts on the neighborhood. Mr. Lumbis replied that if the hospital did not expand its parking, then you could have a situation where parking is overflowing onto the streets. He said that because the hospital is planning two major expansions, that parking has to be increased.

Mr. Katzman followed up by asking if there was any specific negative impact to the neighborhood that could result from this action. Mr. Lumbis replied that there would likely be a visual impact, but that buffers and aesthetics would be considered as a part of the site plan review process.

Mr. Katzman then said that the corner of Pratt Street and Sherman Street is a pretty ugly corner. He added that Washington Street is a beautiful street and he would like to see it remain aesthetically pleasing there, or at least as pleasing as possible. Mr. Coburn commented that this was a part of the next phase of review. Mr. Lumbis echoed this comment, and reiterated that aesthetics will be a part of the site plan review once that was submitted.

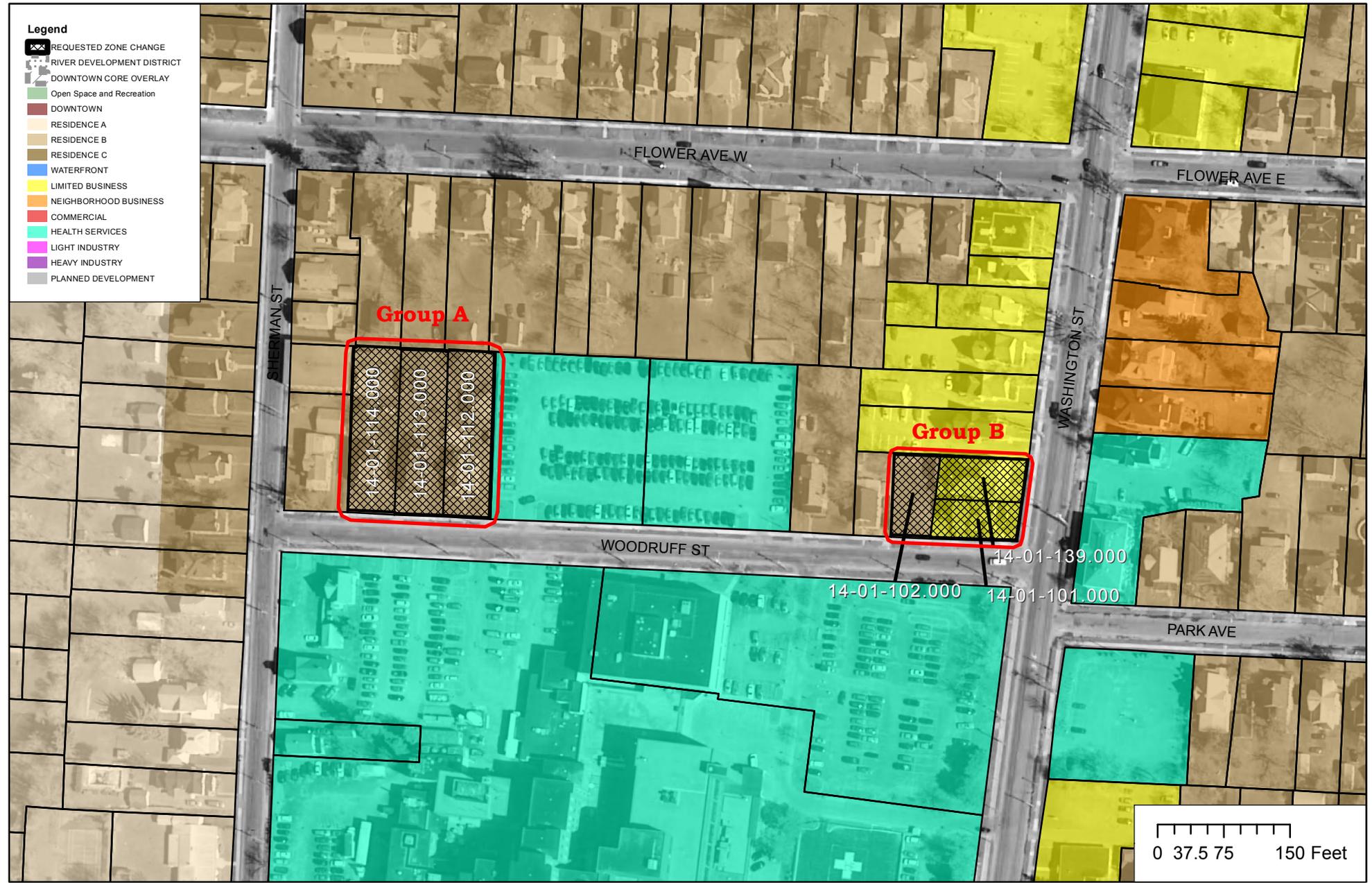
Mr. Lumbis added that what the Planning Board needed to consider today was all of the uses permitted in the new zoning district, such as additional medical buildings, and whether those would be good for the neighborhood. Ms. Fields noted that all of these parcels were owned by the hospital, and there was no reason to believe that anything would occur that was out of conformance with the hospital's long-term plans.

Mr. Katzman then asked if Samaritan Medical Center would take over Woodruff Street like the hospital had taken over Pratt Street. Mr. Bastien replied in the negative, and said he did not foresee that ever happening as Woodruff Street is a secondary entrance to the emergency department.

Mr. Katzman then moved to recommend that City Council approve the zone change request submitted by Timothy F. Titus of Aubertine and Currier, PLLC on behalf of Samaritan Medical Center to change the approved zoning classification of 724 and 728 Washington Street, Parcel Numbers 14-01-139.000 and 14-01-101.000 from Limited Business to Health Services and to change the approved zoning classification of 110, 150, 154 and 158 Woodruff Street, Parcel Numbers 14-01-102.000, 14-01-112.000, 14-01-113.000 and 14-01-114.000 from Residence B to Health Services. The motion was seconded by Ms. Fields and all voted in favor.

Legend

-  REQUESTED ZONE CHANGE
-  RIVER DEVELOPMENT DISTRICT
-  DOWNTOWN CORE OVERLAY
-  Open Space and Recreation
-  DOWNTOWN
-  RESIDENCE A
-  RESIDENCE B
-  RESIDENCE C
-  WATERFRONT
-  LIMITED BUSINESS
-  NEIGHBORHOOD BUSINESS
-  COMMERCIAL
-  HEALTH SERVICES
-  LIGHT INDUSTRY
-  HEAVY INDUSTRY
-  PLANNED DEVELOPMENT



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT



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

Drawn By: J.Carlsson

Date: 2/24/2016

Requested By: J.Polkowski

Date:

Scale: As Noted

Map Number: 16-18

Revision:	Description of Revision:	Date:	By:



Project: **ZONE CHANGE MAP**
(Residence B & Limited Business to Health Services)

Title: **Woodruff Street**
(14-01-101.000, 14-01-102.000, 14-01-112.000,
14-01-113.000, 14-01-114.000 & 14-01-139.000)

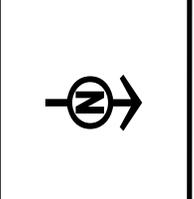
Legend

- REQUESTED ZONE CHANGE
- Annexed
- City Center
- Commercial
- Drainage
- Health Services
- High Density Residential
- Industry
- Limited Office
- Low Density Residential
- Medium Density Residential
- Neighborhood Business
- Office/Business
- Public and Institutional Services
- Riverfront Development



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT
 ROOM 306B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793

Drawn By: J. Carlsson	
Date: 2/24/2016	
Requested By: J. Polkowski	
Date:	
Scale: As Noted	
Map Number: 16-19	
Revision:	Description of Revision:
Date:	By:



Project: LAND USE MAP
Title: Woodruff Street
 (14-01-101.000, 14-01-102.000, 14-01-112.000,
 14-01-113.000, 14-01-114.000 & 14-01-139.000)

February 16, 2016

City of Watertown
Justin Wood, P.E., City Engineer
Room 305, City Hall
245 Washington Street
Watertown, NY 13601

Re: **Zone Change Request
Samaritan Medical Center
Woodruff Street Parking Project (A&C Project #2015-174)
830 Washington Street, Watertown, NY**

Dear Mr. Wood:

Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC on behalf of Samaritan Medical Center is requesting to be included on the agenda for the March City of Watertown Planning Board meeting for a Zone Change Request to Health Services for six parcels owned by Samaritan Medical Center. The Samaritan Medical Center parcels include Tax Parcel No. 14-01-102, 14-01-112, 14-01-113 and 14-01-114, which are currently zoned Residence B and Tax Map Parcel No. 14-01-101 and 14-01-139, which are currently zoned Limited Business. The proposed zone change would be required for these parcels to be used for additional "off-street" parking facilities as an accessory use to the principal parcel of the Samaritan Medical Center. Additional parking spaces will be required for the proposed Women's and Children's Addition and Cancer Center Addition projects. The Health Services Zoning would be consistent with the adjacent parcels owned by Samaritan Medical Center.

Included with this submission are fifteen (15) copies of this cover letter, Short SEQR Environmental Assessment Form, 11"x17" copy of the Site Plan, the property deeds, GIS Zoning map and a Tax Map with the parcel highlighted. A check for \$100.00 is included for the review fee.

Additional information on these building additions and parking lot expansions will follow in March. If there are any questions, please feel free to contact our office at your earliest convenience.

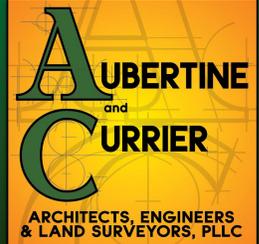
Sincerely,
Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC



Timothy F. Titus
Civil Designer

Attachments

Cc: Mr. Chris Bastien, Samaritan Medical Center



NYS WBE/DBE Certified
SBA Woman Owned
Small Business (WOSB)

aubertinecurrier.com

522 Bradley Street
Watertown, New York 13601

Phone: 315.782.2005

Fax: 315.782.1472

Managing Partner

Annette M. Mason, P.E.
Structural Engineer

Partners

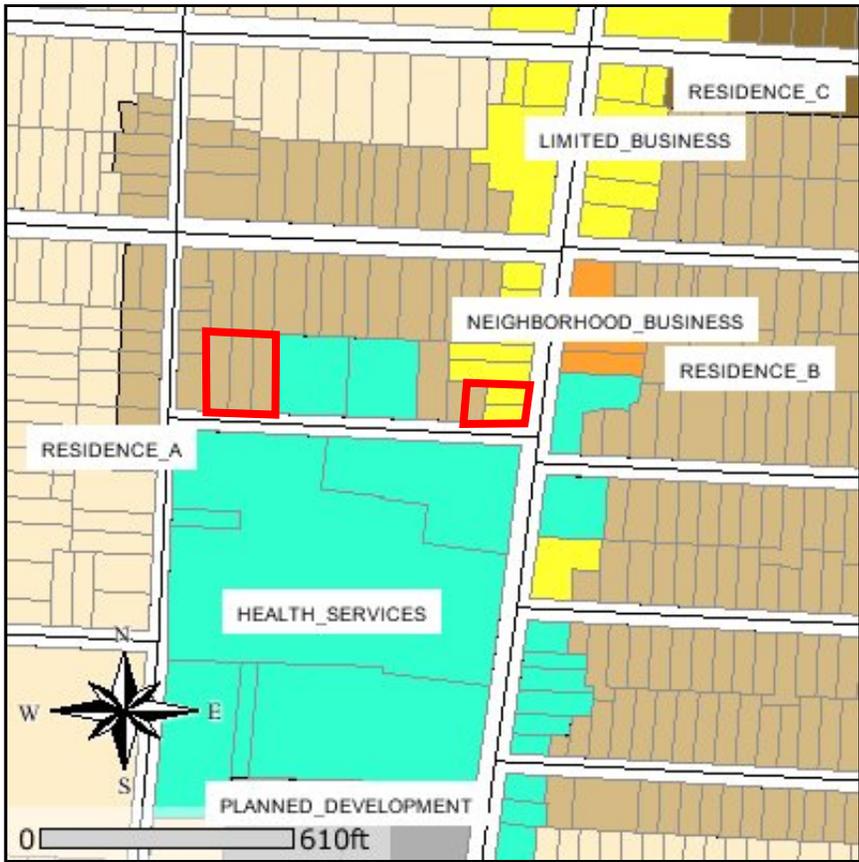
Michael L. Aubertine, R.A.
Architect

Patrick J. Currier, R.A.
Architect

Brian A. Jones, AIA.,
LEED AP BD+C
Architect

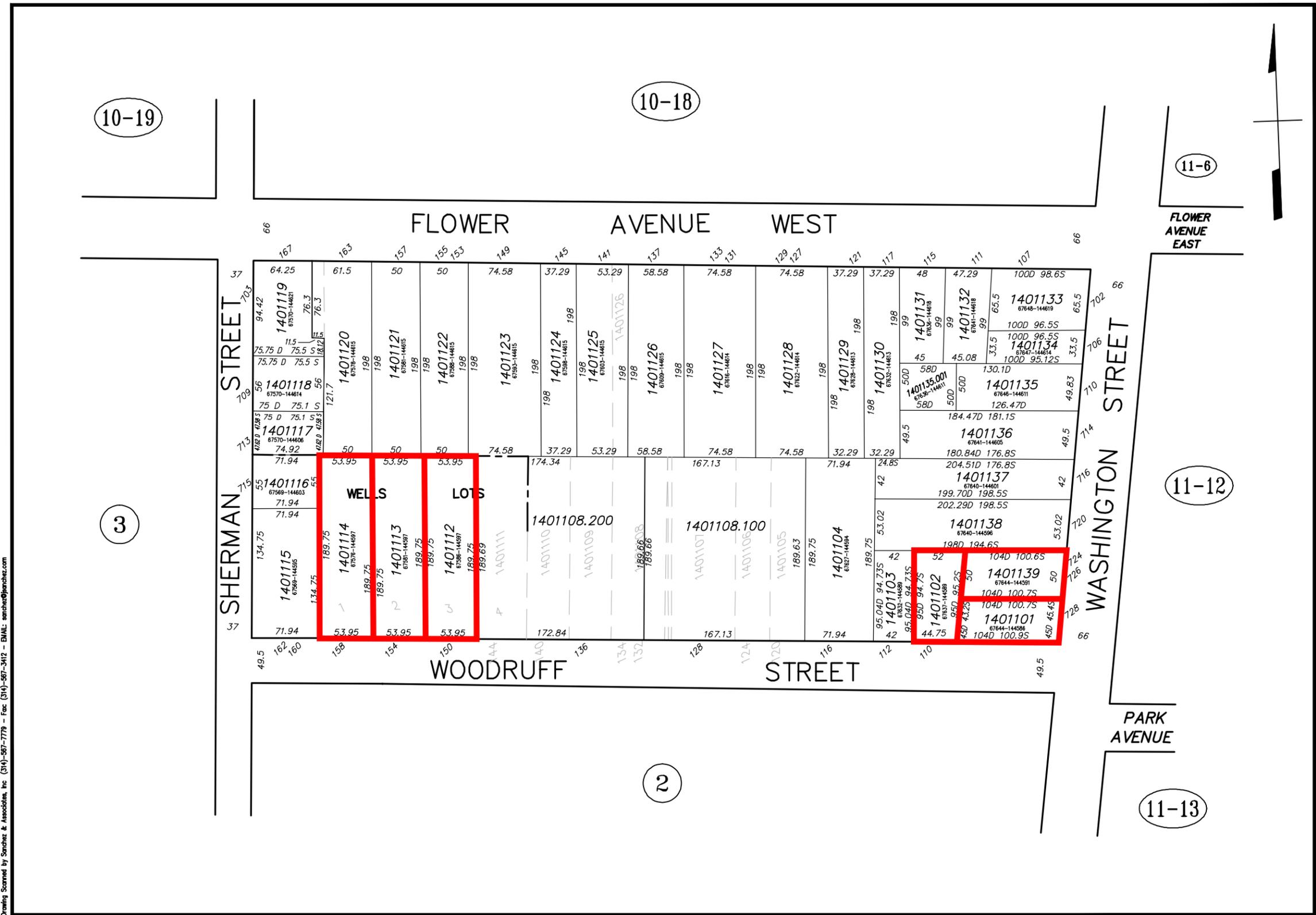
Matthew R. Morgia, P.E.
Civil Engineer

Jayson J. Jones, P.L.S.
Land Surveyor



January 28, 2016

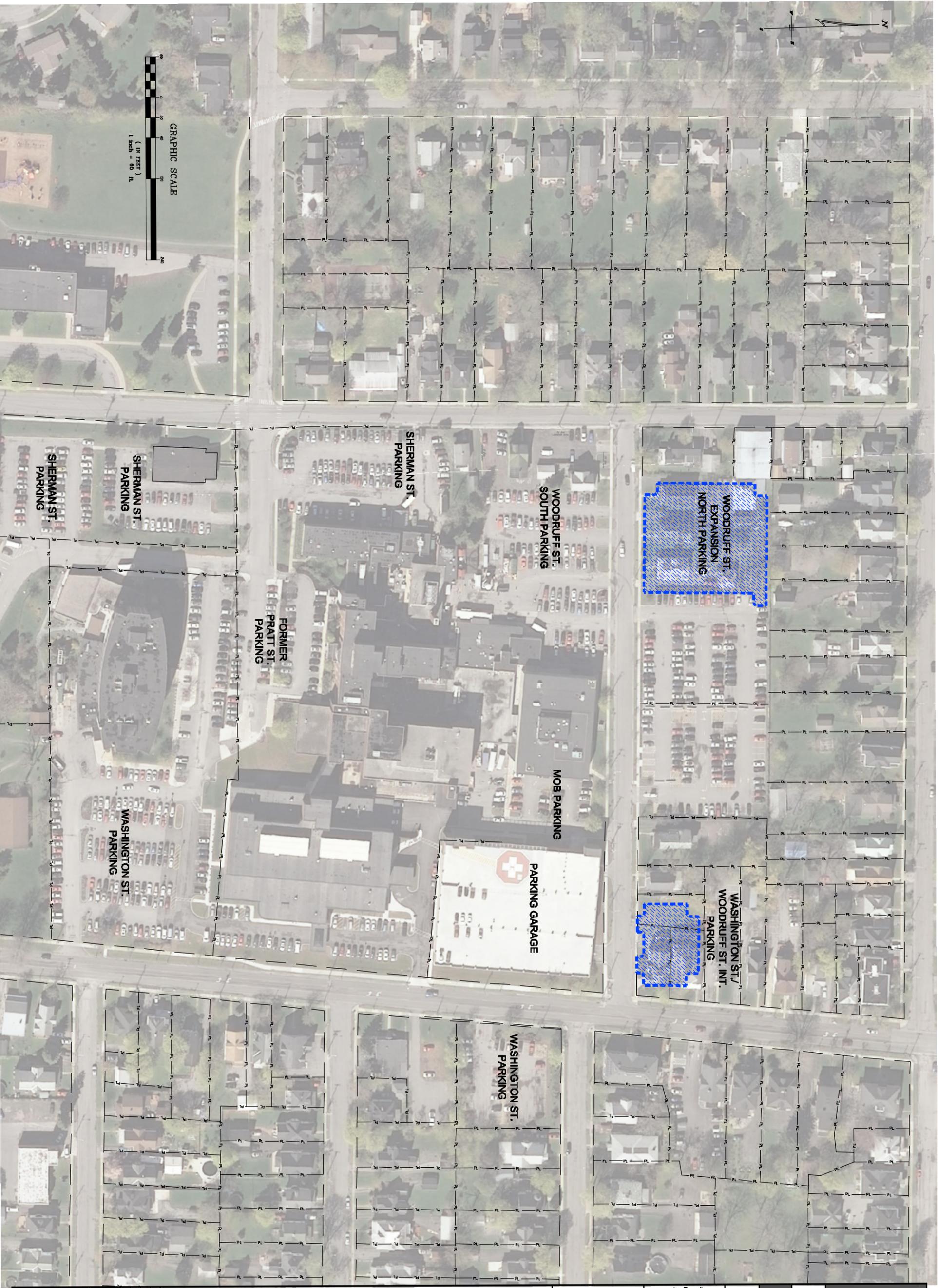
Disclaimer: This map was prepared by the City of Watertown Internet Mapping Application. The information was compiled using the most current data available. It is deemed accurate, but is not guaranteed.



Drawing Scanned by Sanchez & Associates, Inc. (514)-567-7779 - Fax (514)-567-3412 - EMAIL: sanchez@sanchez.com

SCALE: 1 INCH = 50 FEET
FOR TAX PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCE

REVISÉ 3/23/2010
DISTRICT 14 MAP 1



522 Bradley Street
Watertown, New York 13601

aubertinecurrier.com

Phone: (315)782-2005
Fax: (315)782-1472

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SAMARITAN MEDICAL CENTER
830 WASHINGTON STREET
CITY OF WATERTOWN
JEFFERSON COUNTY, STATE OF NEW YORK

PROJECT NO:	2014-14
SCALE:	AS SHOWN
DRAWN BY:	BT
CHECKED BY:	HW
DATE:	08/20/14

PROPOSED
OVERALL CAMPUS
PARKING PLAN

CP1

Tabled

March 15, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Amending City Municipal Code § 293-52, Schedule IV:
One Way Streets

On February 16, 2016, City Council reviewed City Engineer Justin Wood's Staff Report on options for Armstrong Place. At that meeting, it was agreed that for the safety of both pedestrian and vehicle traffic to turn Armstrong Place into a one way street southbound for the portion from the municipal parking lot on State Street to Franklin Street.

On March 7, 2016, City Council tabled this Ordinance after discussion on the direction of the one-way street. I have been advised that Council Member Horbacz has reached out to the Watertown School District, and he has reported that changing the direction of the one way street to northbound would have no impact on their bus route.

In addition to the City Engineer's previous report on Armstrong Place Traffic Study, dated February 8, 2016, I asked the Planning Director to evaluate the traffic flow direction and resulting impact from the perspective of Downtown economic impact and redevelopment. Mr. Mix's findings reiterate the need to make parking access as convenient as possible for the highest number of people. As reported previously, the traffic study results indicate that the majority of vehicles move in the direction from State Street to Franklin Street, easing the exit from the parking lot so as vehicles are not subjected to prolonged wait times caused by someone wanting to make a left onto State Street.

Attached for City Council consideration is the Ordinance amending City Municipal Code § 293-52, Schedule IV: One Way Streets. A motion to remove it from the table is in order prior to Council's consideration.

ORDINANCE

Amending City Municipal Code § 293-52,
Schedule IV: One-Way Streets

Page 1 of 1

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark. C.
 Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total

Introduced by

Council Member Stephen A. Jennings

BE IT ORDAINED that Chapter 293 of the City Code of the City of Watertown is amended to add the following:

§ 293-52 Schedule IV: One Way Streets

<u>Name of Street</u>	<u>Direction of Travel</u>	<u>Limits</u>
Armstrong Place	South	Commencing at a point 160 feet South from State Street Curb Line to Franklin Street

and,

BE IT FURTHER ORDAINED that this amendment shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or printed as the City Manager directs.

Seconded by Council Member Teresa R. Macaluso



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 8 February 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Armstrong Place – Traffic Study

At the January 19, 2016 City Council meeting, Mr. Lon Murchison made a request to the City to make upper Armstrong Place a one-way street due to safety concerns. Council directed staff to look into the issue, which is the subject of this memo.

Armstrong Place is approximately 425' long, and runs between Franklin Street and State Street. The northern portion of the street serves as an entrance and drive lane for the Municipal Parking lot, and is an acceptable width of at least 24' to support two-way traffic. The southern portion of the street is only about 15' wide, and does not meet minimum width standards to support two-way traffic.

Furthermore, Armstrong Place is NOT a City owned street, any public works projects to substantially widen, or reconstruct the street would likely necessitate acquisition of not only the current 20 foot wide street boundary, but also an additional property taking from 231 Franklin Street (Olympic Apartments) to widen the street.

Staff from the Engineering Department and Police Department made 15 observations between Jan. 29 and Feb. 5, 2016 in two hour intervals to cover the peak traffic times. These peak hour observations were generally performed between 7-9 am, 11-1 pm, and 4-6 pm. to record traffic counts, patterns, as well as pedestrian, bicycle, and power handicap scooter usage. These observations revealed the following:

Total Estimated Average (Avg.) Daily Traffic (ADT) \geq 340 vehicles per day

The following data is expressed as average traffic over a 2 hr peak traffic interval:

Total Avg. Traffic during two hour peak traffic interval = 85 vehicles

Avg. Traffic entering Armstrong Pl. from Franklin St. = 30 vehicles or 29%

Avg. Traffic entering Armstrong Pl. from State St. = 73 vehicles or 71%

Avg. Traffic parking in Municipal Parking lot = 52 vehicles or 51%

Avg. Traffic using Armstrong Pl. as a cut thru = 51 vehicles or 49%

Avg. Traffic - cut thru from Franklin St. to State St. = 19 vehicles or 38%

Avg. Traffic - cut thru from State St. to Franklin St. = 32 vehicles or 62%

During 30 hours of observations, only 18 instances of vehicles passing each other on the narrow section of Armstrong were recorded. One of the vehicles yielded in all cases and no near misses or accidents were noted.

Low Volume usage by pedestrians (max 10), motorized handicap scooters (max 2), and bicycles (max 2) were also recorded during these two hour intervals.

The Watertown School District (WSD) uses Armstrong Place twice a day, traveling south from State St. to a bus stop at the intersection with Franklin St.

The results of this study show a majority of traffic on Armstrong Place is entering from State St. (71%). Furthermore, a majority of the cut through traffic on Armstrong Place, which results in safety issues at the narrow section near Franklin St., is traveling from State St. to Franklin Street.

One of the biggest safety concerns in the current layout and function of Armstrong Place, is the semi-blind right turn movement from Franklin Street onto Armstrong Place. The Pine Cleaners building restricts visibility of all roadway users (vehicles, pedestrians, and bicycles) heading south toward Franklin Street, therefore limiting the reaction time for both drivers when some is attempting to turn right onto Armstrong Place from Franklin St.

Three options the City could take to address the safety concerns along Armstrong Place are as follows:

1. Make Armstrong Place a One-Way street from State St. to Franklin St.

- This pattern is in line with current traffic patterns where a majority of traffic enters from State St. (71%) and the direction of travel for those using it as a cut through street (62%).

- Eliminates the semi-blind turn movement from Franklin St. onto Armstrong Place, which is the primary safety concern of this corridor and the origin of this reason for this request.

- Would limit access to the State St. Municipal Parking Lot and force all traffic to enter from State St. The users who accessed the lot from Franklin St., would be forced to travel to Public Square, or use Parker St. or William St. and make a left onto State St.

- Conversely, it would maintain a second point of egress from the parking lot, which is important at peak times because opportunities to make a left onto State St. are very limited.

- WSD bus travels daily on Armstrong Place from State St. to Franklin St., and picks up school children at intersection with Franklin St.

2. Make Armstrong Place a One-Way street from Franklin St. to State St.

- This pattern would adversely affect a higher percentage of users than Option 1 as most cut through traffic travels to Franklin St.

- Provides a second point of ingress to the State St. Municipal Parking Lot.

- Does not resolve the safety concern and blind spot for vehicles turning onto Armstrong Place from Franklin St. and not being able to see pedestrians and bicyclists traveling south toward Franklin.

3. Acquire Property, Widen the southern portion of Armstrong Place, and keep as a Two-Way street

- Since Armstrong is not a City-owned street, this option would require research similar to the Palmer Street Acquisition, to determine the last known property owner or descendents thereof. In order to widen the street to an acceptable width of at least 24' for two way traffic, the City would also have to acquire property from 231 Franklin St. A decision would have to be made whether to include adequate width for and to construct a sidewalk as part of the project. The sidewalk could connect to an existing sidewalk installed from State St. to the end of the municipal parking lot. An estimated Rough Order of Magnitude (ROM) Cost for widening and rebuilding the southern end of Armstrong Place with sidewalk is \$200,000, excluding right of way acquisition costs.

Option 1 is a simple, cost effective solution to minimize the risk of accidents at the southern end of Armstrong Place, near Franklin St. A one way direction of traffic to Franklin St. will accommodate on average, 2/3 of users, and maintain a secondary exit from the municipal parking lot. Option 2 is less preferred and would have a greater impact to current traffic patterns, with one-way flow to State Street. Regardless of what option is chosen, however, consideration should be given to installing a concrete sidewalk to accommodate the non vehicular users of this corridor. This could be done as a permanent easement or through property acquisition, and would require cooperation from the property owners of 231 Franklin St.

Cc: Charles Donoghue, Police Chief
Eugene Hayes, Superintendent of Public Works
File, Traffic/2016

March 15, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Request for Abate – 607 Bronson Street

I received a request to abate the surcharge from the City of Watertown on the cost of trash removal at the above address.

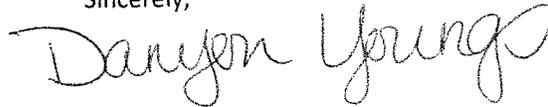
I have reviewed the facts of this request and have decided to abate the \$150.00 fee in accordance with §310-10 approved by City Council November 4, 2013.

RE: Cust ID# DPW00007204
Invoice #: 2016/40/0059193
2/26/2016

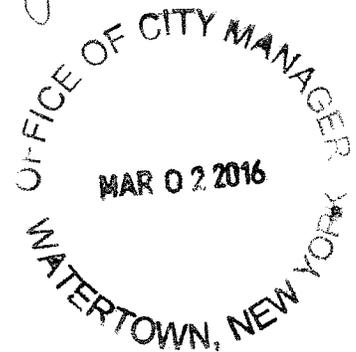
Dear Mrs Addison,

On February 2, 2016 I was sent a photo of the front of the house I am purchasing via a land contract showing a recliner that needed to be removed. I was able to remove the recliner within said amount of time and was unaware that the debris in the alley between 607 Bronson and 609 Bronson was also included in this pick up. I received a clean up notice for the debris that was removed. I went to the city code office and spoke with Christine Shipley in regards to this. Some of the debris was mine, however, some of it was thrown there by the other neighbors. Christine advised me to write to you and let you know I wasn't a repeat offender, I am usually very good at keeping my property clean along with cleaning up after my neighbors. I was hoping you could grant me a one time courtesy removal of the surcharge. I promise you that my property is normally extremely clean, and the numerous people I contacted about removing the recliner promised they would and then never helped out. Thank you for your time.

Sincerely,



Danyon Youngs,
607 Bronson St
Watertown NY, 13601



CITY OF WATERTOWN
INVOICE

Customer Id DPW00007204

Invoice Number 2016/40/0059193
 Invoice Date 2/12/2016
 Invoice Due Date 3/14/2016

Mail Remittance To:

YOUNGS JR CLIFFORD
 Attn: RE: 607 BRONSON ST
 34085 EDDY RD
 # 113
 THERESA NY 13691

CITY COMPTROLLER'S OFFICE
 ROOM 203, CITY HALL
 245 WASHINGTON STREET
 WATERTOWN NY 13601
 (315) 785-7754

Desc: TRASH/DEBRIS 607 BRONSON ST



Muni/Sbl:

Service	Quantity	Unit	Unit Price	Amount
TRASH PICK UP LABOR	1.00		41.49	41.49 tx
DPW EQUIPMENT FEE	1.00		53.00	53.00 tx
TRASH DISPOSAL FEE	0.26		120.00	31.20 tx
CODE ENFORCEMENT SURCHARGE	1.00		150.00	150.00 tx
SALES TAX: DPW				22.06

125.69
10.06 tax

135.75

Total Amount Due 297.75

Please Make Check Payable To: CITY COMPTROLLER

Please Reference Invoice Numbers On All Remittance

March 16, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Request for Abate – 800 Burchard Street

I received a request to abate the surcharge from the City of Watertown on the cost of trash removal at the above address.

I have reviewed the facts of this request and have decided to abate the \$150.00 fee in accordance with §310-10 approved by City Council November 4, 2013.



HANCOCK
ESTABROOK, LLP
COUNSELORS AT LAW

KENNETH P. HOLDEN
kholden@hancocklaw.com
Direct Dial: (315) 565-4528

March 1, 2016



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

Re: 800 Burchard Street, Watertown, New York
Invoices: 2016/40/0059183 & 2016/40/0059184

Dear Sir/Madam:

Our office represents BOFI Properties, LLC the current owner of 800 Burchard Street, Watertown, New York. The property was foreclosed on and our client was the successful bidder at the foreclosure sale. The Deed into our client was recorded with the Jefferson County Clerk's Office on January 8, 2016.

As you will note, the two invoices are for work done on December 4 and December 9, 2015 for invoice no. 2016/40/0059183 and on December 21, 2015 for invoice no. 2016-40/0059184. It is our understanding from a conversation with Rosa in the Comptroller's Office today that the notices of code violations and the subsequent invoices were sent to the previous owners, Burchard Street Properties, LLC.

Our client was unaware of the violations, notices of the violations, and invoices until they received the two invoices dated February 3, 2016. Rosa said that the original invoices were zeroed out and reissued to our client after the records reflected our client was the new owner of the property. This had to have been done subsequent to the January 8, 2016 recording of the Deed.

We respectfully request that the \$150.00 Code Enforcement Surcharge be waived on both invoices due to the fact that our client had no knowledge of the violations and no opportunity to have them corrected before the City performed the actual work. Upon your response, our client will promptly remit payment.

Thank you.

Very truly yours,

HANCOCK ESTABROOK, LLP

Kenneth P. Holden

KPH:vlh
Enclosures
cc: David Bavli, w/enclosures, via email

CITY OF WATERTOWN
INVOICE

Customer Id DPW00007195

Invoice Number 2016/40/0059183
 Invoice Date 2/03/2016
 Invoice Due Date 3/04/2016

LLC BOFI PROPERTIES
 Attn: RE: 800 BURCHARD ST
 4350 LA JOLLA VILLAGE DR
 SAN DIEGO CA 92122

Mail Remittance To:
 CITY COMPTROLLER'S OFFICE
 ROOM 203, CITY HALL
 245 WASHINGTON STREET
 WATERTOWN NY 13601
 (315) 785-7754

Desc: BRUSH/TRASH 800 BURCHARD ST



Muni/Sbl:

Service	Quantity	Unit	Unit Price	Amount
12/9/15 BRUSH COLLECTION LABOR	1.00		53.07	53.07 tx
DPW EQUIPMENT FEE	1.00		26.00	26.00 tx
12/4/15 TRASH PICK UP LABOR	1.00		66.37	66.37 tx
DPW EQUIPMENT FEE	1.00		79.50	79.50 tx
TRASH DISPOSAL FEE	0.87		120.00	104.40 tx
TIRE DISPOAL W/O RIMS FEE	2.00		4.00	8.00 tx
CODE ENFORCEMENT SURCHARGE	1.00		150.00	150.00 tx
SALES TAX: DPW				38.99

337.34
 26.99 tax
364.33

Total Amount Due 526.33

Please Make Check Payable To: CITY COMPTROLLER

Please Reference Invoice Numbers On All Remittance

CITY OF WATERTOWN
INVOICE

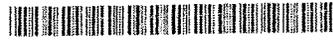
Customer Id DPW00007195

Invoice Number 2016/40/0059184
Invoice Date 2/03/2016
Invoice Due Date 3/04/2016

LLC BOFI PROPERTIES
Attn: RE: 800 BURCHARD ST
4350 LA JOLLA VILLAGE DR
SAN DIEGO CA 92122

Mail Remittance To:
CITY COMPTROLLER'S OFFICE
ROOM 203, CITY HALL
245 WASHINGTON STREET
WATERTOWN NY 13601
(315) 785-7754

Desc: TRASH/DEBRIS 800 BURCHARD ST



Muni/Sbl:

Service	Quantity	Unit	Unit Price	Amount
12/21/15 TRASH PICK UP LABOR	1.00		75.00	75.00 tx
CODE ENFORCEMENT SURCHARGE	1.00		150.00	150.00 tx
SALES TAX: DPW				18.00

75.00
6.00
81.00 tx

Total Amount Due 243.00

Please Make Check Payable To: CITY COMPTROLLER
Please Reference Invoice Numbers On All Remittance

March 17, 2016

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Community Development Block Grant (CDBG) 2016-2020 Consolidated Plan and 2016 Annual Action Plan Update

As the City Council is aware, Staff has been soliciting public input and comments for the City's CDBG 2016-2020 Consolidated Plan and 2016 Annual Action Plan. A public hearing was held on March 7, 2016 and staff has conducted two public meetings, sent email correspondence and met with many of the partner agencies identified in our CDBG Citizen Participation Plan to discuss priorities and project ideas.

As a result of the outreach, Staff has received a lot of community input regarding the CDBG program. This has included several funding requests and ideas for a variety of projects. During the last few weeks, we have been evaluating these various proposals and ideas to determine whether or not they would be eligible for CDBG funding and if so, how they might fit into our budget priorities for this year. The following is a description of the various project ideas we have received and a determination of their eligibility.

Homeless Assistance – Point-In-Time Outreach and Education Initiative.
The City received a \$12,500 funding request from the Points North Housing Coalition to fund this project. The Point-In-Time Outreach and Education Initiative would be very similar to a recent project that was funded by the City using our 2014 grant. The project would involve a small marketing campaign consisting of television and newspaper advertising to be run through the month of January 2017, in the weeks preceding the annual Point-In-Time Count of homeless. The advertising would raise awareness of the homeless problem in the area, promote the PIT Count and encourage people to attend one of several "Home of Your Own" events being sponsored by the PNHC. The events would be staffed by volunteers and partner agencies from the PNHC and would offer those attending a chance to find out about homeless services in addition to being included in the PIT Count. The activity would be an eligible use of CDBG funds and would meet the Low to Moderate Income (LMI) benefit. Staff is recommending assisting this program with a \$12,500 allocation of CDBG funds.

Homeless Assistance – Household Goods. This was a request from the North Country Family Health Center. The project idea is to support the homeless by providing household goods (beds, couches, etc) to those homeless individuals that find safe and affordable housing, but need assistance with basic furnishings in order to live and succeed in their new home. Unfortunately, this project would not be eligible for funding as the purchase of furnishings & personal property is ineligible under CDBG.

Bed Bug Assistance. This was a request from the City Council to assist LMI Individuals and Families with the purchase of mattress enclosures and traps to aid in bed bug prevention and elimination. As a standalone project, this would not be eligible for funding as the purchase of furnishings & personal property is ineligible under CDBG. If the purchase of these items was part of a larger program or strategy to address the problem and was part of a public service then it could be allowed. There would have to be a grantee or sub recipient to organize and administer the project including documenting the LMI benefit. The strategy would have to include a public education component, and most importantly, buy in from property owners and landlords who would have to be willing to commit to implementing other measures to address the problem in concert with the mattress enclosures and traps. Staff has been working to identify a local agency that could develop this program. If an agency and overall strategy can be developed, it could be included in the annual plan.

Watertown City School District Backpack Program. This was a request to provide funding for the backpack program to assist families of students within the district that are food insecure. The program provides food for children and their families each Friday so they have food to eat over the weekend. This enables them to be better prepared and ready to learn on Monday with the long term goal of improving scores, attendance, graduation rates, etc. The program is being carried out at Starbuck Elementary school where the poverty rate for the building is 77%. There is a need and desire to expand it to Ohio Elementary where there is a poverty rate of 73%. The program is currently run entirely on donations and with volunteers who raise funds for the purchase of food. The program provides 45 back packs each week and the district would like to expand the program into 1 or 2 other elementary schools to meet the need. CDBG funds would provide a much needed supplement to the program. The activity would be an eligible use of CDBG funds and the LMI benefit could be met by documenting family income. Staff is recommending assisting this program with a \$5,000 grant in CDBG funds to the Watertown City School District.

Watertown Housing Authority Sidewalk Reconstruction. The City received a \$50,000 funding request from the Watertown Housing Authority (WHA) for sidewalk accessibility improvements that the WHA is proposing at their Meadowbrook Apartment Complex. The WHA wants to reconstruct sidewalk ramps and sidewalks at Meadowbrook to create accessible routes of travel along the streets and from the parking areas to the various buildings and apartment units. The goal would be to make the routes ADA accessible and the project would be the first part of a multi-phase project aimed at making the entire complex ADA accessible or ADA adaptable. Future phases, would be funded by the WHA's capital improvement budget, and would include the construction of building entrance upgrades and individual unit upgrades to make the units ADA

compliant. The City's involvement would only be with the site work for the sidewalk reconstruction that would occur within the City owned street right-of-way and the entrance walks on the WHA property. This project would be an eligible activity under the CDBG program and the LMI benefit could be met on an area basis as greater than 51% of the persons residing in this area are LMI persons.

Demolition of 715-717 State Street. The City received a \$100,000 request from the Salvation Army to assist with the demolition of three buildings located at 715-717 State Street. The property is located adjacent to the Salvation Army facility and would be purchased by the Salvation Army. After demolition, the property would be used for outdoor activities and parking and would support a number of programs that the Salvation Army provides every day throughout the year. Staff has evaluated this project and while the project would be eligible, there are a number of factors that make the project unfeasible at this time. There are at least 5 units within the existing structures, some of which are occupied. The City would have to provide relocation assistance to anyone who is displaced as a result of the demolition. This assistance would be in the form of moving expenses, security deposits, interim living costs and rental housing assistance for a period of 5 years. In addition, the City would have to replace the 5 demolished units elsewhere in the City with comparable affordable units and would have to ensure that the replacement units remain lower income units for at least 10 years. The City would also be required to develop a residential anti-displacement and relocation assistance plan. Developing the plan, providing relocation assistance and creating five additional affordable units would be extremely costly and would require a tremendous amount of Staff time. In all likelihood, the City would end up spending as much if not more than the requested grant amount. Staff is therefore recommending that the City not pursue this project.

Police Department Impact Team. This was a request from the City Manager to investigate whether or not CDBG funds could be utilized to help fund the proposed Impact Team in our Police Department. The Impact Team proposal is to hire two new police officers who would patrol the streets in unmarked cars looking for street level drug dealers, car thieves, etc. to address a growing drug and crime problem in the City. According to CDBG regulations, police protection is considered to be a "general conduct of government" activity, so eligibility for increased police protection in a high-crime area is very hard to document as an eligible public service. It is possible that CDBG funds may be used to pay police salaries to supplement normal police protection but it can be very hard to document and the City's HUD representative does not recommend using CDBG funds for this project.

Program Income. At its March 17, 2016 meeting, the Watertown Local Development Corporation (WLDC) discussed a CDBG revolving loan fund that they have available within their portfolio. The WLDC received a \$100,000 CDBG grant from the City several years ago to provide a loan to Current Applications for the purchase of equipment. The loan has been paid off and the original intent was to use the funds as a revolving loan fund for future projects. The WLDC has been reluctant to loan it out again because of all of the CDBG reporting, documentation and monitoring that would be

required. Since the WLDC has plenty of other sources of funding for loans, the WLDC Board adopted a motion to return the funds to the City per the subrecipient agreement. The City will be able to recapture these funds and bring them into our CDBG program as Program Income. This would be approximately \$117,194 in additional funds that would be available for projects for this year.

With this additional funding, Staff is proposing to add the Watertown City School District Backpack Program Project, the Watertown Housing Authority Sidewalk Reconstruction Project and possibly the Bed Bug Education and Prevention Program to the Annual Action Plan and to increase the Owner Occupied Housing Rehabilitation line item. The current proposed budget would be as follows:

CDBG Annual Action Plan Budget 2016-2017

Sources

Total Program Year 2016 Allocation	\$801,322.00
Program Income (WLDC Revolving Loan Fund)	\$117,194.00
Total	\$918,516.00

Proposed Uses

Owner Occupied Rehab Program	\$325,000.00
Black River Apartments Project	\$150,000.00
Homebuyer Program	\$125,000.00
Near East (Huntington St.) Sidewalk Project Phase 2	\$120,000.00
WHA Meadowbrook Apartments Sidewalk Reconstruction	\$50,000.00
ADA Accessible Sidewalk Ramp Construction Project Phase 2	\$52,000.00
Bus Shelters	\$10,000.00
Point-In-Time Outreach & Education Initiative	\$12,500.00
Fair Housing Education	\$5,000.00
WCSD Backpack Program	\$5,000.00
Bed Bug Education and Prevention Program	\$13,000.00
Planning and Administration	\$51,016.00
Total	\$918,516.00

If the Council concurs with these additions and changes, Staff will finalize the Consolidated Plan and Annual Action Plan accordingly.

March 16, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Tax sale certificates assignment request

The City has been approached by Thomas Germain, 519 Franklin Street, requesting to be assigned the City's tax sale certificate for 521 Franklin Street. The tax sale certificate was acquired by the City as the default bidder from the tax sale certificate auction held on June 25, 2015. The current redemption price of the certificate is \$2,760.94. If City Council is agreeable to the request a resolution will be prepared for the April 4, 2016 City Council meeting.

The owner of 521 Franklin Street is Myron C. Kehoe, III, 823 Franklin Street.

