

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, November 4, 2019

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, November 4, 2019, 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 - Approving CDBG Grant Agreement with United Way of Northern New York
- Resolution No 2 - Approving CDBG Grant Agreement With CARES of NY, INC for the 2019 Point in Time Education and Outreach Program
- Resolution No. 3 - Approving the Site Plan for the Construction of a 23-space Parking Lot and Associated Site Improvements at 138, 150, 152 and 170 Court Street, Parcel Numbers 7-01-130.100, 7-01-129.000, 7-01-127.000, and 7-01-126.000
- Resolution No. 4 - Approving the Grant Disbursement Agreement with Empire State Development for a Restore NY V Grant - Court Street Commons
- Resolution No. 5 - Approving the Participant Grant Agreement with S&J Properties LLC For the Restore NY V Project Known as Court Street Commons
- Resolution No. 6 - Approving Fire Department Overhire
- Resolution No. 7 - Approving Waiver of Fees for Events at Watertown Municipal Arena

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. New York State Department of Environmental Conservation (NYS DEC)
Urban and Community Forestry Grant Program

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Tuesday, November 12, 2019, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
NOVEMBER 18, 2018.**

Res No. 1

October 29, 2019

To: Richard M. Finn, City Manager
From: Jennifer Voss, Senior Planner
Subject: Approving CDBG Grant Agreement with United Way of Northern New York

The Community Development Block Grant (CDBG) Annual Action Plan that was adopted by the City Council on May 20, 2019 included \$6,000 to pay for food and associated supplies in support of the Food 4 Families program in the Watertown City School District. The food will be made available to low and moderate income families with children attending schools within the district.

An agreement between the City of Watertown and United Way of Northern New York for the grant has been drafted and is attached. United Way will receive the funds and purchase food for the program from the Central New York Food Bank, complying with all CDBG regulations and providing the City with a complete financial report on the use of grant funds.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to read 'R. Finn', is written over the end of the 'ACTION' line.

RESOLUTION

Page 1 of 1

Approving CDBG Grant Agreement with United Way of Northern New York

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for program year 2019 includes the support of the Food 4 Families program in the Watertown City School District, and

WHEREAS the Action Plan identifies the Food 4 Families activity to be \$6,000 in funding for food and associated supplies, and

WHEREAS the recipient of funds for the Food 4 Families program will be United Way of Northern New York, and

WHEREAS a Grant Agreement between the City of Watertown and United Way of Northern New York for the CDBG funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with United Way of Northern New York, and

BE IT FURTHER RESOLVED that the City Manager, Richard M. Finn, is hereby authorized and directed to sign the Grant Agreement and all contracts associated with implementing the award to United Way of Northern New York for the 2019 Food 4 Families Program.

Seconded by:

GRANT AGREEMENT

This Grant Agreement ("**Grant Agreement**") is made this ____ day of _____, 2019, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the "**Grantor**"), and **UNITED WAY OF NORTHERN NEW YORK**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the "**Grantee**").

The Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-19-MC-36-0121 dated July 15, 2019.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG funds in the amount of Six Thousand Dollars and 00/100 (\$6,000.00) Dollars (hereinafter referred to as the "**Grant Funds**") to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies ("**Grant Purposes**") incurred by the Grantee in support of the Watertown City School District Food 4 Families program (the "**Project**").

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes.

Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent. Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of

Community Development Block Grant funds for the Project, including but not limited to number of persons assisted and income verification.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the distribution of the backpacks.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee agrees that Grant Funds will be used to purchase food in support of the Watertown City School District Food 4 Families Program which will be made available to low and moderate income persons, as defined by HUD.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

UNITED WAY OF NORTHERN NEW YORK, a a
501 (c)(3) Not-For-Profit Organization

By: Jamie Cox

Its: President

CITY OF WATERTOWN

By: Richard M. Finn

Its: City Manager

Res No. 2

October 29, 2019

To: Richard M. Finn, City Manager
From: Jennifer Voss, Senior Planner
Subject: Approving CDBG Grant Agreement with CARES of NY, INC for the 2019 Point in Time Education and Outreach program

The Community Development Block Grant (CDBG) Annual Action Plan that was adopted by the City Council on May 20, 2019 included \$9,000 for the support of the 2019 Point in Time Outreach and Education Initiative Project. The project involves the creation of a marketing and outreach program in support of the 2020 HUD Point In Time count of the homeless that is conducted by CARES of NY, INC on behalf of the Points North Housing Coalition. The Points North Housing Coalition is a coalition of local organizations working to combat homelessness in the Northern New York area.

An agreement between the City of Watertown and CARES of NY, INC, for the grant has been drafted and is attached. CARES will use the funds to develop a marketing and outreach program to promote a "Homeless No More" event in the City that they will host. The goal of the event is to reach individuals who may be experiencing homelessness and provide them with information on how to find assistance in the community. As the event will occur on the same day as the Point In Time count of the homeless, it will also aid in obtaining an accurate count of homeless in the area.

The annual Point In Time Count of the homeless is required by the U.S. Department of Housing and Urban Development (HUD) and involves taking a detailed count of homeless individuals and families in emergency housing, transitional housing programs, or on the street on a single night in January. The count captures a snapshot of homelessness in the three-county area and is submitted to HUD annually to maintain over \$1.2 million of Continuum of Care funding for homeless housing programs.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

ACTION: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Approving CDBG Grant Agreement
With CARES of NY, INC for the 2019
Point in Time Education and Outreach
Program

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for program year 2019 includes the support of the Point in Time Outreach and Education Initiative, and

WHEREAS the Action Plan identifies the Point in Time initiative to be \$9,000 in funding for the purchase of marketing and outreach education materials, and

WHEREAS the recipient of funds for the Point in Time Outreach and Education program will be CARES of NY, INC and

WHEREAS a Grant Agreement between the City of Watertown and CARES of NY, INC for the CDBG funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with CARES of NY, INC, and

BE IT FURTHER RESOLVED that the City Manager, Richard M. Finn, is hereby authorized and directed to sign the Grant Agreement and all contracts associated with implementing the award to CARES of NY, INC for the 2019 Point in Time Education and Outreach Program.

Seconded by:

**GRANT AGREEMENT
BETWEEN
THE CITY OF WATERTOWN
AND
CARES OF NY, INC**

The **CITY OF WATERTOWN**, a New York municipal corporation with a mailing address of 245 Washington Street, Watertown, New York 13601(hereinafter referred to as the “**Grantor**”), and **CARES of NY, INC**, a Not-For-Profit Corporation with an address of 200 Henry Johnson Boulevard, Suite 4, Albany, New York 12210 (hereinafter referred to as the “**Grantee**”) have entered into this Grant Agreement effective the _____ day of _____ 2019.

Whereas the Grantee is the administrator of a program for the homeless known as a Continuum of Care for the Points North Housing Coalition, a coalition of local organizations working to combat homelessness in the Northern New York area, and

Whereas the Grantee conducts an annual Point in Time Count (“PIT”) of the homeless in Jefferson, Lewis and St. Lawrence Counties New York as required by the U.S. Department of Housing and Urban Development (HUD) on behalf of the Points North Housing Coalition, and

Whereas the PIT Count involves taking a detailed count of homeless individuals and families in emergency housing (including emergency shelters or hotel/motel paid for through the Department of Social Services), transitional housing programs, or on the street on a single night in January, and

Whereas the PIT Count captures a snapshot of homelessness in the three-county area and must be submitted to HUD annually to maintain over 1.2 million dollars of Continuum of Care funding for regional homeless housing programs, and

Whereas the Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), and wishes to utilize the Grantee to perform the PIT count and other services designed to obtain accurate data, and

Whereas the Grantee has agreed to perform the PIT count and to conduct an Outreach and Education Initiative as part of the PIT Count that includes a Homeless No More event(s), and

Whereas CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-19-MC-36-0121 dated July 15, 2019, and

Whereas for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from its CDBG funds in the amount of Nine Thousand Dollars and 00/100 CENTS(\$9,000.00) (hereinafter referred to as the “**Grant Funds**”) to Grantee for the purposes and uses set forth in this Grant Agreement, and

Whereas the Grantee agrees to use the funds exclusively for the support of the 2020 Point in Time Outreach and Education Initiative for the development and purchase of marketing and outreach materials (“**Grant Purposes**”) incurred by the Grantee in support of the 2020 HUD Point in Time count of the homeless (the “**Project**”).

The Parties Agree as Follows:

Grantee agrees to undertake the following:

1. Grantee will host a minimum of one Homeless No More events located in the City of Watertown on the same day as the Point-In-Time Count of the homeless.
2. Grantee will reach out to marketing and advertising vendors for a minimum of two quotes per marketing type to create promotional materials such as television, radio and internet advertising to promote the Homeless No More events.
3. Grantee will pay the marketing and advertising vendors for their work.
4. Grantee will perform the PIT count in January 2020 and provide Grantor with the data and report necessary for the Grantor’s report to HUD’s IDIS system.
5. Grantee will send a copy of paid invoices to the Grantor for its files.
6. Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent and further agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of Community Development Block Grant funds for the Project, including but not limited to number of persons assisted.

Grantor agrees that it will:

1. Participate with the Points North Housing Coalition’s Point-in-Time Committee to review all marketing decisions.
2. Issue a payment to CARES of NY, INC. for the 2020 Point in Time Count Outreach and Education Initiative in the amount of \$9,000 at the conclusion of the project, and in no event, no later than April 15, 2020.
3. The City of Watertown will report directly to HUD on this project.

Other:

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age,

handicap or family status during the Homeless No More events.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

CDBG funds will be used to conduct extensive media outreach. Funding will cover all types of media including production of and air time for a television commercial and radio advertisements, etc. These media outlets will deliver the message of the Point In Time Count and will market the Homeless No More events.

Grantee hereby certifies that it is in complete control to use the Grant Funds for the Grant Purposes. This document contains the entire **Grant Agreement** between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This **grant** will be governed by the laws of the State of New York. This **grant** may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This **grant** may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be executed as of the date first written below.

CARES of NY, INC,

By: Nancy Chiarella
Its: Executive Director

Date

CITY OF WATERTOWN

By: Richard M. Finn
Its: City Manager

Date

Res No. 3

October 29, 2019

To: Richard M. Finn, City Manager

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

Subject: Approving the Site Plan for the Construction of a 23-space Parking Lot and Associated Site Improvements at 138, 150, 152 and 170 Court Street, Parcel Numbers 7-01-130.100, 7-01-129.000, 7-01-127.000, and 7-01-126.000

Steven Bradley of S&J Properties LLC has submitted a request for the above subject Site Plan Approval.

The City Planning Board reviewed the request at its meeting held on October 1, 2019, and voted to recommend that City Council approve the site plan with the condition listed in the resolution. Attached is an excerpt from their meeting minutes, as well as the Staff Report prepared for the Planning Board, the Site Plan application, drawings and other related materials. The complete application package can also be found in the online version of the City Council agenda.

City Planning Staff referred the application to the Jefferson County Planning Board pursuant to General Municipal Law Section 239-m for review at its October 29, 2019 meeting. The County Planning Board determined that the project does not have any significant County-wide or inter-municipal issues and is of local concern only.

The applicant has completed Part 1 of the Short Environmental Assessment Form (EAF), which is attached for Council review. The City Council must respond to the questions contained in Part 2 and Part 3 if necessary of the Short EAF before it may vote on the resolution.

The resolution prepared for City Council consideration states that the project will not have a significant negative impact on the environment and approves the site plan submitted to the City Engineering Department on October 1, 2019 with the condition listed in the resolution.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to read "R. M. Finn", is written over the "ACTION:" line.

RESOLUTION

Page 1 of 2

Approving the Site Plan for the Construction of a 23-space Parking Lot and Associated Site Improvements at 138, 150, 152 and 170 Court Street, Parcel Numbers 7-01-130.100, 7-01-129.000, 7-01-127.000, and 7-01-126.000

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS Steven Bradley of S&J Properties LLC, has submitted an application for Site Plan Approval for the construction of a 23-space parking lot and associated site improvements at 138, 150, 152 and 170 Court Street, Parcel Numbers 7-01-130.100, 7-01-129.000, 7-01-127.000, and 7-01-126.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on October 1, 2019 and voted to recommend that the City Council of the City of Watertown approve the site plan with the following condition:

1. The property owner must obtain the following permits (minimally) prior to construction: Building Permit, General City Permit (to work within margin) if necessary and a Fence Permit.

And,

WHEREAS the Jefferson County Planning Board reviewed the site plan at its meeting held on October 29, 2019, pursuant to General Municipal Law Section 239-m, and adopted a motion that the project does not have any significant County-wide or inter-municipal issues and is of local concern only, and

WHEREAS the City Council has previously determined that the proposed construction and site plan is an Unlisted Action and will not have a significant impact on the environment,

NOW THEREFORE BE IT RESOLVED that it is an express condition of this Site Plan Approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until

RESOLUTION

Page 2 of 2

Approving the Site Plan for the Construction of a 23-space Parking Lot and Associated Site Improvements at 138, 150, 152 and 170 Court Street, Parcel Numbers 7-01-130.100, 7-01-129.000, 7-01-127.000, and 7-01-126.000

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan, which, in the opinion of the City Engineer, would require Amended Site Plan Approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is directed to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that Site Plan Approval is hereby granted to Steven Bradley of S&J Properties, for the construction of a 23-space parking lot and associated site improvements at 138, 150, 152 and 170 Court Street, Parcel Numbers 7-01-130.100, 7-01-129.000, 7-01-127.000, and 7-01-126.000, as depicted on the site plan submitted to the City Engineer on October 1, 2019, contingent upon the applicant meeting the condition listed above.

Seconded by:

Agency Use Only [If applicable]

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"/>

Agency Use Only [If applicable]

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

Ms. Capone then moved to approve the request submitted by Pat A. Storino, P.L.S. on behalf of John Pecori, Jr. and Carol Pecori for a two-lot subdivision of 214 Breen Avenue, Parcel Number 7-14-125.100, contingent upon the following:

1. The applicant must assemble the 0.301 acre subdivided parcel (Parcel B) with Parcel Number 7-14-124.001 (Parcel C) located at 181 Cedar Street, into one single parcel, by way of a new metes and bounds description that is filed with the County Clerk.

Ms. Fields seconded the motion and all voted in favor.

SITE PLAN APPROVAL
138, 150, 152 and 170 COURT STREET, PARCEL NUMBERS
7-01-130.100, 7-01-129.000, 7-01-127.000, and 7-01-126.000

The Planning Board then considered a request submitted by Steve Bradley of S&J Properties, LLC for a 23-space parking lot and associated site improvements at 138, 150, 152 and 170 Court Street, Parcel Numbers 7-01-130.100, 7-01-129.000, 7-01-127.000, and 7-01-126.000.

Dan Bernat of St. Lawrence Engineering attended to represent the request.

Mr. Bernat began by saying that the primary plan was to pave an existing gravel parking lot and improve some of the space between the buildings that was formerly gravel by making it green space. He said the plan also included adjusting the topography of the lot to improve drainage so not as much water would run off the back of the lot, but some still would anyway.

Mr. Coburn then asked if there was an updated drawing and which summary items the applicant had satisfied. Mr. Bernat replied that he submitted a revised drawing to Staff and believed that Summary Items 1 through 4 were satisfied. The Planning Board members were provided a copy of the revised site plan submitted to the City on September 30. Mr. Bernat said that they added an ADA accessible parking space to the plans and identified it on the map. He said that the drawing now contained species labels for all trees, that the Planning Data table communicated the Downtown Zoning District and all catch basin inverts were now labeled.

Mr. Coburn then asked about landscaping between two of the buildings that fronted Court Street and the nature of a decorative fence in that location. Mr. Bernat replied that the space between buildings would be a grassed area with a decorative aluminum fence. Mr. Coburn asked if there would be any issues with the recently passed fence visibility guidelines. Ms. Voss replied that the proposed fence met the City's transparency requirements.

Mr. Coburn then asked if any other Planning Board Members had any questions or comments. Ms. Capone said that she wished to abstain from the vote because she was a lender to the applicant.

Mr. Coburn then said that the only remaining condition was to obtain the various necessary permits.

Ms. Fields then moved to recommend that the City Council approve the request for Site Plan Approval submitted by Steve Bradley of S&J Properties, LLC for a 23-space parking lot and associated site improvements at 138, 150, 152 and 170 Court Street, Parcel Numbers 7-01-130.100, 7-01-129.000, 7-01-127.000, and 7-01-126.000, as shown on the revised site plans submitted to the City on September 30, 2019, contingent upon the following:

1. The property owner must obtain the following permits (minimally) prior to construction: Building Permit, General City Permit (to work within margin) if necessary and a Fence Permit.

Mr. Babcock seconded the motion and all voted in favor.

**PRESENTATION AND DISCUSSION – PRELIMINARY CONCEPT PLAN
155 CLINTON STREET, PARCEL NUMBER 10-07-109.000**

The Planning Board then heard a presentation from Michael E. Lundy of Clinton Center Development, LLC for a preliminary concept plan for a 4,480 SF building addition and associated site improvements at 155 Clinton Street, Parcel Number 10-07-109.000.

Mr. Lundy began by saying that he wanted to get some input from the Planning Board before spending a lot of time preparing a formal site plan submission. He also noted that he brought his original plan for the property from 2017 with him. He briefly summarized that plan and noted that it involved combining both existing buildings on the site into one large, 50,000 square-foot structure.

Mr. Lundy then said that as the Planning Board knew, the YMCA had interest in this property. He said that his company really thought the YMCA project would move forward, but it did not happen. Mr. Lundy then said that he had subsequently downsized the proposal from the L-shaped building to a smaller rectangular building.

Mr. Lundy then said that the existing two-story building on the site was structurally immaculate and asbestos abatement was complete. He then said that the existing one-story building had not undergone asbestos abatement and that abating that building would be much more complicated than he originally thought. He said that the drywall and fireproofing both tested positive for asbestos, and it would be cheaper and more efficient to demolish the building and expand the parking area. He said the proposed expansion to the two-story building would bring that structure to a total of approximately 28,000 square feet.

Mr. Lundy then said that the expanded two-story building would have a business and conference center on the second floor. He said he was originally looking at commercial uses for the first floor of this building, but now thought it was more likely that the open space at the south end of the parcel would be a future commercial building, potentially a national or regional eatery. He then noted that it would be green space for now.



MEMORANDUM

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

TO: Planning Board Members

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

SUBJECT: Site Plan Approval – 138, 150, 152 and 170 Court Street

DATE: September 26, 2019

Request: Site Plan Approval for the construction of a **23-space** parking lot and associated site improvements at **138, 150, 152 and 170 Court Street**, Parcel Numbers 7-01-130.100, 7-01-129.000, 7-01-127.000, and 7-01-126.000.

Applicant: Steve Bradley, S&J Properties

Proposed Use: Parking Lot

Property Owner(s): S&J Properties, LLC

Submitted:

Property Survey: Yes	Preliminary Architectural Drawings: N/A
Site Plan: Yes	Preliminary Site Engineering Plans: Yes
Vehicle and Pedestrian Circulation Plan: Yes	Construction Time Schedule: No
Landscaping and Grading Plan: Yes	Description of Uses, Hours & Traffic Volume: No.

SEQRA: Unlisted

County Review: Yes

Zoning Information:

District: Downtown	Maximum Lot Coverage: 100 percent
Setback Requirements: F: 0', S: 0', R: 0'	Buffer Zones Required: No

Project Overview: The applicant proposes to pave an existing gravel parking lot, repair the existing paved areas of the lot, replace a chain link fence with an ornamental fence, convert a gravel parking area to add green space between 170 Court Street and 152 Court Street and plant two trees in an existing green space in the rear of 152 Court Street. The total square footage of the paving is 20,091 square feet, while the total new impermeable surface is 16,049 square feet.

Vehicular and Pedestrian Circulation: Vehicular access would continue to be from Marshall Place, with entrance to the parking area at the rear of 170 Court Street. The parking area will be for tenants of the applicant's buildings only and not for public use. The applicant must provide at least one ADA compliant parking space and access aisle.

Landscaping and Buffer Zones: The Planning Board's adopted Landscape and Buffer Zone Guidelines requires a landscape strip be provided along all public and private right-of-ways and streets. Within the landscaped strip, it recommends one large deciduous tree (2" caliper minimum) provided every 40 feet or one small to medium deciduous tree (1.5" caliper minimum) every 20 feet. Planting beds with shrubs, perennials and/or annuals are recommended in between trees.

The applicant is proposing a grass area in between 152 and 170 Court Street that extends from Court Street approximately 85 feet in depth. In lieu of the tree plantings, the applicant is proposing an ornamental fence and landscape bouldering to buffer the lot from Court Street. The Planning Board should decide whether or not this proposal meets the intent of the guidelines.

Additionally, the applicant needs to provide information on type of trees to be planted at rear of 152 Court Street. Currently the plan just says "typical".

General: The applicant must show Zoning Classification(s) of the properties on sheet S-1.

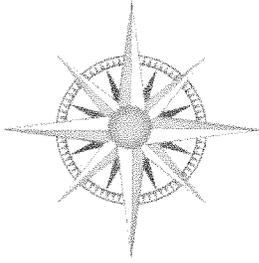
Engineering Comments: The applicant must show elevations on catch basins for inverts in and inverts out, label all proposed contours and provide spot elevations along the building addressed as 259 J.B. Wise Place.

Permits: The property owner must obtain the following permits (minimally) prior to construction: Building Permit, General City Permit (to work within margin) if necessary and a Fence permit.

Summary:

1. The applicant must provide at least one ADA compliant parking space and access aisle.
2. The applicant must identify the type of trees that will be planted in the green space in the rear of 152 Court Street.
3. The applicant must show Zoning Classification(s) detail of the properties on sheet S-1.
4. The applicant must show elevations on catch basins for inverts in and inverts out, label all proposed contours and provide spot elevations along the building addressed as 259 J.B. Wise Place.
5. The property owner must obtain the following permits (minimally) prior to construction: Building Permit, General City Permit (to work within margin) if necessary and a Fence permit.

cc: Steve Bradley, S&J Properties, 138 Court Street, Watertown, NY 13601
Rob Campany, St. Lawrence Engineering, 745 Graves Street, Clayton, NY 13624
Ben Arquitt, Civil Engineer I



ST LAWRENCE ENGINEERING DPC

745 GRAVES STREET, CLAYTON NEW YORK 13624
315/783.6384 • 315/408.7443
www.fourthcoast.com - www.stlawrenceengineering.com

September 17, 2019

Mr. Thomas Maurer, P.E.

City Engineer

Room 305, City Hall

245 Washington Street

Watertown, New York 13601

Re: Steve Bradley
Parking lot Pavng

Dear Mr. Maurer:

Steve Bradley is proposing to complete improvements to the existing site surrounding the buildings located on 138, 150, 152, and 170 Court Street.

The proposed improvements include paving an existing gravel parking lot, repairs to existing paved parking area, replacing chain-link fencing with more aesthetic fencing, adding green space, and adding plantings to existing green space. A project Site Plan showing the project area is attached.

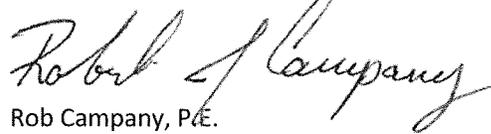
- This project has no effect on the existing sanitary sewer flows.
- The scope of this project includes no changes to the existing potable water system.
- The existing storm water on the site flows to a ditchline on the north end of the property either thru catch basins and piping which daylight into this area or by natural gravity flow across the site. The proposed improvements will not effect where any of the existing storm water runoff discharges.
- This project has no effect on Traffic.
- The existing Lighting on the site will not be effected by this project.
- This project includes increased green space between 154 Court Street and 170 Court Street thru lawn area. This improvement also includes an ornamental fence which replaces an existing chainlink fence and boulders to break up the line of sight to the parking area behind as seen from Court Street. There are also two trees anticipated to be planted within the existing lawn area behind the parking lot.

Mr. Thomas Maurer
City of Watertown Engineering Department
September 17, 2019
Page 2 of 2

We trust this information is satisfactory. However, should you have any questions or require any additional information, please feel free to contact our office.

Very truly yours,

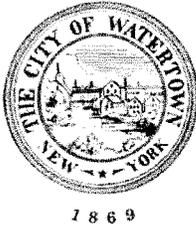
ST. LAWRENCE ENGINEERING, D.P.C.

A handwritten signature in black ink that reads "Rob Company". The signature is written in a cursive, flowing style.

Rob Company, P.E.

Cc: Steve Bradley
Michaie Lumbis – Planning & Community Development Director
Jennifer Voss – Senior Planner

Attachments: Site Plan Application
Project Site Plan



CITY OF WATERTOWN SITE PLAN APPLICATION

** Provide responses for all sections. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. Failure to submit required information by the submittal deadline will result in **not** making the agenda for the upcoming Planning Board meeting.

PROPERTY LOCATION

Proposed Project Name: Site Improvements
Tax Parcel Number: 7-01-126.000, 7-01-127.000, 7-01-129.000, 7-01-130.100
Property Address: 138, 150, 152, 170 Court Street Watertown, NY 13601
Existing Zoning Classification: Downtown

OWNER OF PROPERTY

Name: S&J Properties LLC
Address: 150 Court Street Watertown, NY 13601

Telephone Number: (315) 778-1473
Fax Number:

APPLICANT

Name: Steve Bradley
Address: 138 Court Street Watertown, NY 13601

Telephone Number: (315) 778-1473
Fax Number:
Email Address: abbeycarpetguy@verizon.net

ENGINEER/ARCHITECT/SURVEYOR

Name: Rob Campany / Dan Bernat
Address: 745 Graves Street Clayton, NY

Telephone Number: (315) 783-6384 / (315) 778-9382
Fax Number:
Email Address: rjc@fourthcoast.com / deb@fourthcoast.com

OPTIONAL MATERIALS:

- PROVIDE AN ELECTRONIC (.DWG) COPY OF THE SITE PLAN WITH AS-BUILT REVISIONS. This will assist the City in keeping our GIS mapping up-to-date.**

REQUIRED MATERIALS:

** The following drawings with the listed information **ARE REQUIRED, NOT OPTIONAL**. If the required information is not included and/or addressed, the Site Plan Application will **not** be processed.

- COMPLETED ENVIRONMENTAL ASSESSMENT FORM** (Contact us if you need help choosing between the Short EAF and the Full EAF). The Complete EAF is available online at: <http://www.dec.ny.gov/permits/6191.html>
- ELECTRONIC COPY OF ENTIRE SUBMISSION (PDF)** A single, combined PDF of the entire application, including cover letter, plans, reports, and all submitted material.
- BOUNDARY and TOPOGRAPHIC SURVEY**
(Depict existing features as of the date of the Site Plan Application. This Survey and Map must be performed and created by a Professional Land Surveyor licensed and currently registered to practice in the State of New York. This Survey and Map must be stamped and signed with an original seal and signature on at least one copy, the rest may be copies thereof.
- All elevations are North American Vertical Datum of 1988 (NAVD88).
- 1' contours are shown and labeled with appropriate spot elevations.
- All existing features on and within 50 feet of the subject property are shown and labeled.
- All existing utilities on and within 50 feet of the subject property are shown and labeled.
- All existing easements and/or right-of-ways are shown and labeled.
- Existing property lines (bearings and distances), margins, acreage, zoning, existing land use, reputed owner, adjacent reputed owners and tax parcel numbers are shown and labeled.
- The north arrow and graphic scale are shown.

DEMOLITION PLAN (If Applicable) - Shown on Site Plan

All existing features on and within 50 feet of the subject property are shown and labeled.

All items to be removed are labeled in darker text.

SITE PLAN

Include a reference to the coordinate system used(NYS NAD83-CF preferred).

All proposed above ground features are depicted and clearly labeled.

All proposed features are clearly labeled “proposed”.

All proposed easements and right-of-ways are shown and labeled.

Land use, zoning, and tax parcel number are shown.

The Plan is adequately dimensioned including radii.

The line work and text for all proposed features is shown darker than existing features.

All vehicular and pedestrian traffic circulation is shown including a delivery or refuse vehicle entering and exiting the property.

Proposed parking and loading spaces including ADA accessible spaces are shown and labeled.

Sidewalks within the City Right-of-Way meet Public-Right-of-Way (PROWAG) standards. N/A

Refuse Enclosure Area (Dumpster), if applicable, is shown. Section 161-19.1 of the Zoning Ordinance states, “No refuse vehicle or refuse container shall be parked or placed within 15 feet of a party line without the written consent of the adjoining owner, if the owner occupies any part of the adjoining property”.

Proposed snow storage areas are shown on the plans.

The north arrow and graphic scale are shown.

GRADING PLAN

All proposed below ground features including elevations and inverts are shown and labeled. No below ground Proposed features.

All proposed above ground features are shown and labeled.

- The line work and text for all proposed features is shown darker than existing features.
- All proposed easements and right-of-ways are shown and labeled.
No new easements proposed in this project.
- 1' existing contours are shown dashed and labeled with appropriate spot elevations.
- 1' proposed contours are shown and labeled with appropriate spot elevations.
- All elevations are North American Vertical Datum of 1988 (NAVD88).
- Sediment and Erosion control are shown and labeled on the grading plan unless separate drawings have been provided as part of a Stormwater Pollution Prevention Plan (SWPPP). Less than 1 Acre; no SWPPP required
- UTILITY PLAN** - Shown on Site Plan
 - All proposed above and below ground features are shown and labeled.
 - All existing above and below ground utilities including sanitary, storm water, water, electric, gas, telephone, cable, fiber optic, etc. are shown and labeled.
 - All proposed easements and right-of-ways are shown and labeled.
No new easements proposed in this project.
 - The Plan is adequately dimensioned including radii.
 - The line work and text for all proposed features is shown darker than existing features.
 - The following note has been added to the drawings stating, "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supersede all other plans and specifications provided." N/A : No water main work associated with this project.
- LANDSCAPING PLAN** - Shown on Site Plan
 - All proposed above ground features are shown and labeled.
 - All proposed trees, shrubs, and other plantings are shown and labeled.
 - All proposed landscaping and text are shown darker than existing features.
 - All proposed landscaping is clearly depicted, labeled and keyed to a plant schedule that includes the scientific name, common name, size, quantity, etc.

For additional landscaping requirements where nonresidential districts and land uses abut land in any residential district, please refer to Section 310-59, Landscaping of the City's Zoning Ordinance. N/A

Site Plan complies with and meets acceptable guidelines set forth in Appendix A - Landscaping and Buffer Zone Guidelines (August 7, 2007).

PHOTOMETRIC PLAN (If Applicable) All site lighting is Existing to Remain

All proposed above ground features are shown.
No proposed lighting

Photometric spot elevations or labeled photometric contours of the property are clearly depicted. Light spillage across all property lines shall not exceed 0.5 foot-candles. All site lighting is existing.

CONSTRUCTION DETAILS and NOTES

All details and notes necessary to adequately complete the project including, but not limited to, landscaping, curbing, catch basins, manholes, water line, pavement, sidewalks, trench, lighting, trash enclosure, etc. are provided.

Maintenance and protection and traffic plans and notes for all required work within City streets including driveways, water laterals, sanitary laterals, storm connections, etc. are provided. N/A

The following note must be added to the drawings stating:
"All work to be performed within the City of Watertown margin will require sign-off from a Professional Engineer, licensed and currently registered to practice in the State of New York, that the work was built according to the approved site plan and applicable City of Watertown standards. Compaction testing will be required for all work to be performed within the City of Watertown margin and must be submitted to the City of Watertown Codes Department."

PRELIMINARY ARCHITECTURAL PLANS (If Applicable) N/A

Floor plan drawings, including finished floor elevations, for all buildings to be constructed are provided. N/A

Exterior elevations including exterior materials and colors for all buildings to be constructed are provided. N/A

Roof outline depicting shape, slope and direction is provided. N/A

ENGINEERING REPORT See Cover Letter

**** The engineering report at a minimum includes the following:**

- Project location
- Project description
- Existing and proposed sanitary sewer flows and summary
- Water flows and pressure
- Storm Water Pre and Post Construction calculations and summary
- Traffic impacts
- Lighting summary
- Landscaping summary

GENERAL INFORMATION

ALL ITEMS ARE STAMPED AND SIGNED WITH AN ORIGINAL SIGNATURE BY A PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR SURVEYOR LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK.

If required, submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the City of Watertown Engineering Department for review to obtain an MS4 SWPPP Acceptance Form. N/A : Site is less than 1 Acre.

Post Construction SWPPP Requirements to Complete:

In accordance with City Code Section 260, provide the following:

- *Submit a detailed as-built topographic and boundary survey of the site with all stormwater practices.*
- *Perform and submit results of insitu infiltration testing, updated drainage area maps and hydraulic calculations in a comprehensive Engineering Report based on As-Built Conditions.*
- *Submit a detailed post construction Maintenance Plan for all Stormwater Management Practices (SMP's) and provide a Maintenance Agreement with irrevocable letter of credit for approval. Maintenance Agreement shall be filed at the County Clerk's Office as a deed restriction on the property.*

**** If required, a copy of all submittals sent to the New York State Department of Environmental Conservation (NYSDEC) for the sanitary sewer extension permit will also be sent to the City of Watertown Engineering Department. N/A**

** If required, a copy of all submittals sent to the New York State Department of Health (NYSDOH) will also be sent to the City of Watertown Engineering Department. N/A

** When NYSDEC or NYSDOH permitting is required, the property owner/applicant shall retain a licensed Professional Engineer to perform inspections of the proposed utility work and to certify the completed works were constructed in substantial conformance with the approved plans and specifications.

Signage will not be approved as part of this submission. It requires a sign permit from the City Code Enforcement Bureau. See Section 310-52.2 of the Zoning Ordinance. N/A

Plans have been collated and properly folded.

If an applicant proposes a site plan with multiple buildings and any of those buildings front on a private drive, the City Council will name the private drive by resolution and the building(s) will be given an address number on that private drive by City staff. The applicant may propose a name for the private drive for the City Council's consideration.

Proposed Street Name: _____

For non-residential uses, the proposed Hours of Operation shall be indicated.
N/A : No change in usage.

Signature Authorization form or letter signed by the owner is submitted allowing the applicant to apply on behalf of the owner if the applicant is not the property owner.
N/A : Applicant is Owner.

Explanation for any item not checked in the Site Plan Checklist.

Short Environmental Assessment Form

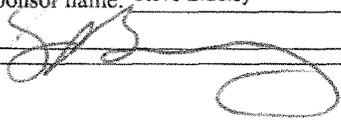
Part 1 - Project Information

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: Site Improvements			
Project Location (describe, and attach a location map): 138, 150, 152, and 170 Court St. Watertown, NY 13601			
Brief Description of Proposed Action: Site Improvements including repair to existing paved area, paving existing gravel parking area, and converting gravel parking area into green space.			
Name of Applicant or Sponsor: Steve Bradley		Telephone: E-Mail: abbeycarpetguy@verizon.net	
Address: 138 Court 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"/>
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: City of Watertown approval			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ 1.4 acres			
b. Total acreage to be physically disturbed? _____ 0.47 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 1.4 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 type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

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)? If Yes, explain purpose and size: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ <u>NM - Anthony Street - Watertown MGP (Site Code V00473) is located adjacent to the property but will not be affected.</u> _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> Applicant/sponsor name: <u>Steve Bradley</u> Date: <u>9/17/2019</u> Signature: 		



Department of Planning
175 Arsenal Street
Watertown, NY 13601

Michael J. Bourcy
Director of Planning

(315) 785-3144
(315) 785-5092 (Fax)

October 30, 2019

Jennifer Voss, Senior Planner
City of Watertown
245 Washington Street
Watertown, NY 13601

Re: S & J Properties, Site Plan Review, Parking Lot Improvements, JCDP File # C 4 - 19

Dear Jen,

On October 29, 2019, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

The Board adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only.

The local board is free to make its final decision.

General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action.

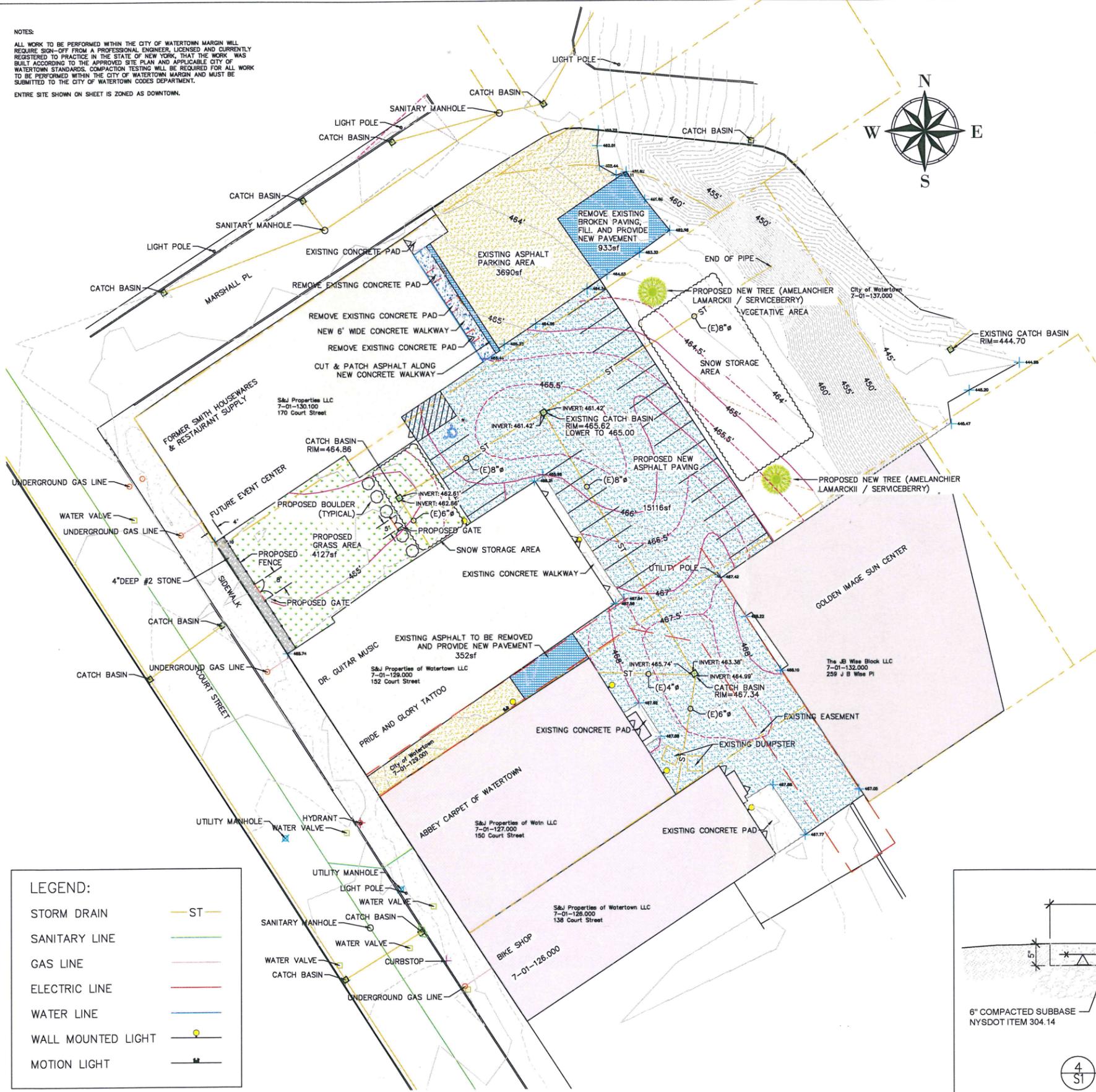
Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Sara Freda".

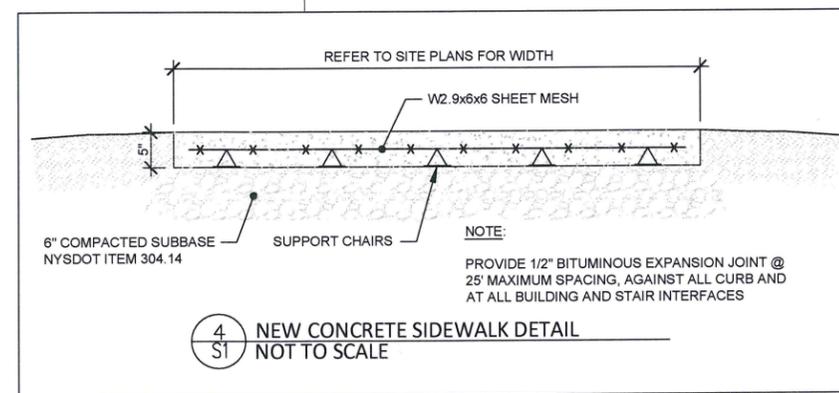
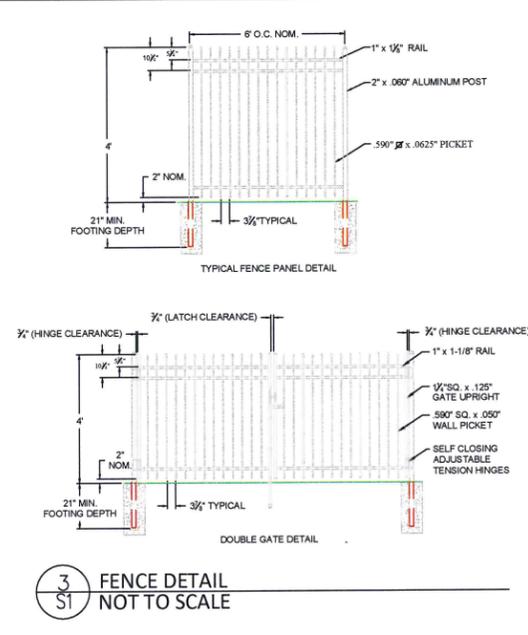
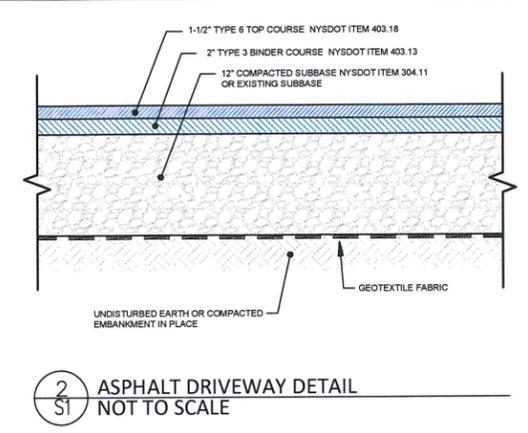
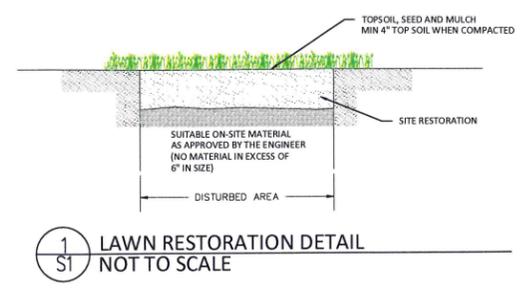
Sara Freda
Community Development Coordinator

NOTES:
 ALL WORK TO BE PERFORMED WITHIN THE CITY OF WATERTOWN MARGIN WILL REQUIRE SIGN-OFF FROM A PROFESSIONAL ENGINEER, LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK, THAT THE WORK WAS BUILT ACCORDING TO THE APPROVED SITE PLAN AND APPLICABLE CITY OF WATERTOWN STANDARDS. COMPACTION TESTING WILL BE REQUIRED FOR ALL WORK TO BE PERFORMED WITHIN THE CITY OF WATERTOWN MARGIN AND MUST BE SUBMITTED TO THE CITY OF WATERTOWN, CODES DEPARTMENT.
 ENTIRE SITE SHOWN ON SHEET IS ZONED AS DOWNTOWN.



LEGEND:

STORM DRAIN	— ST —
SANITARY LINE	— —
GAS LINE	— —
ELECTRIC LINE	— —
WATER LINE	— —
WALL MOUNTED LIGHT	— ● —
MOTION LIGHT	— ■ —



FOURTH COAST INC. - ST LAWRENCE ENGINEERING DPC
 745 GRAVES, CLAYTON NEW YORK, 13824
 315/785-6384, 315/408-7443
 www.fourthcoast.com • www.stlawrenceengineering.com

CLIENT: STEVE BRADLEY
PROJECT: SITE IMPROVEMENTS
138 COURT STREET
WATERTOWN, NY 13601

SCALE: 1/2"=20'
 CHECKED BY: RIC
 DRAWN BY: AVJ/DEB

DATE: SEPTEMBER 17, 2019
 REVISED: SEPTEMBER 27, 2019

SITE PLAN

CITY ENGINEERING DEPT.
 RECEIVED

SEP 30 2019

WATERTOWN, NY

S-1

Res No. 4

October 29, 2019

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Approving the Grant Disbursement Agreement with Empire State Development for a Restore NY V Grant - Court Street Commons

On December 4, 2017, the City Council authorized submitting an application to the fifth round of the Restore NY Program on behalf of S&J Properties LLC for funds to renovate the buildings located at 138 Court Street, 152-154 Court Street and 170 Court Street. Work on the buildings includes completing façade restoration, adding up to 18 market-rate apartments, renovating 7,540 square feet of commercial space, as well as surrounding site improvements.

Empire State Development has prepared a Grant Disbursement Agreement, which is attached for City Council review and consideration.

The resolution prepared for City Council consideration approves the Grant Disbursement Agreement and authorizes the City Manager to sign it on behalf of the City Council.

ACTION: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Approving the Grant Disbursement Agreement with Empire State Development for a Restore NY V Grant - Court Street Commons

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council adopted a resolution on December 4, 2017 authorizing an application to the Restore NY Program on behalf of S&J Properties LLC to secure funding for the rehabilitation of the properties located at 138, 152-154 and 170 Court Street, and

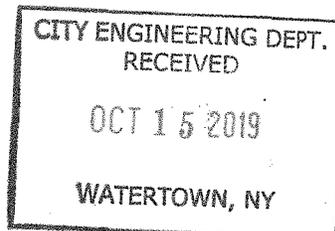
WHEREAS New York State Urban Development Corporation, dba Empire State Development, awarded the City \$990,000 for the project, and

WHEREAS it is necessary to enter into a formal Grant Disbursement Agreement with Empire State Development for the project, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Grant Disbursement Agreement between the City of Watertown and New York State Urban Development Corporation, dba Empire State Development, for the Restore New York V Grant in the amount of \$990,000, and

BE IT FURTHER RESOLVED that the City Manager, Richard M. Finn, is hereby authorized and directed to execute the Grant Disbursement Agreement and any other certifications or documents required to accept the grant and administer the program.

Seconded by:



CAPITAL GRANT

This **GRANT DISBURSEMENT AGREEMENT ("Agreement")** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

**NEW YORK STATE
URBAN DEVELOPMENT
CORPORATION d/b/a
EMPIRE STATE DEVELOPMENT
("ESD"):**

Hedley Park Place
433 River Street – Suite #1003
Troy, NY 12180
Contact: Meghan Ferrelli
Phone: (518) 270-1130
Fax: (518) 270-1141
E-mail: Meghan.Ferrelli@esd.ny.gov

THE GRANTEE:

City of Watertown
245 Washington Street, Room 304
Watertown, NY 13601
Contact: Michael A. Lumbis, Planning & Community
Development Director
Phone: (315) 785-7740
E-mail: MLumbis@watertown-ny.gov
Federal Taxpayer ID#: 15-6000419

BENEFICIARY:

Stephen J. Bradley, Owner
S&J Properties of Watertown, LLC
150 Court Street
Watertown, NY 13601
Phone: (315) 782-4261
E-mail: abbeycarpetguy@verizon.net

PROJECT NAME:

City of Watertown - Court St. Commons
Redevelopment RESTORE NY V

PROJECT LOCATIONS:

138 Court Street, Watertown
152-154 Court Street, Watertown
170 Court Street, Watertown

PROJECT NUMBER:

131,744

GRANT AMOUNT:

\$990,000

FUNDING SOURCE:

Restore NY Communities 17-18

ESD APPROVAL DATE:

August 15, 2019

PACB APPROVAL DATE:

September 11, 2019

EXPIRATION DATE:

December 31, 2022

TERMS AND CONDITIONS

1. The Project

The Grantee shall:

- (a) complete the project as set forth in the ESD General Project Plan attached hereto as Exhibit A (the "Project").
- (b) comply with the design and construction requirements attached hereto as Exhibit B.

2. Employment Goals & Reporting

- (a) The Grantee represents and warrants that it currently employs not less than the Baseline Employment (as hereinafter defined) set forth in Exhibit C to this Agreement and that it shall (i) achieve the employment goals as set forth in Exhibit C by retaining existing or hiring new Full-time Permanent Employees or (ii) repay a portion of the Grant as set forth in Exhibit C.
- (b) For purposes of this Agreement, a Full-time Permanent Employee shall mean (i) a full-time, permanent, private-sector employee on the Grantee's payroll, who has worked at the Project Location for a minimum of thirty-five hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Grantee to other employees with comparable rank and duties; or (ii) two part-time, permanent, private-sector employees on Grantee's payroll, who have worked at the Project Location for a combined minimum of thirty-five hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Grantee to other employees with comparable rank and duties. Baseline Employment shall mean the number of Full-time Permanent Employees set forth in Exhibit C.
- (c) Grantee shall submit, by February 1 of each year during the term of this Agreement, the Employment Reporting Form attached hereto as Exhibit H, indicating the average number of Grantee's Full-time Permanent Employees for the 12 month period ending as of December 31 of the prior year. Full-time Permanent Employee Count, for each calendar year during the term of this Agreement, shall mean the greater of (i) the average number of Full-time Permanent Employees for the prior calendar year, computed by adding the number of Full-time Permanent Employees as of the Grantee's last payroll date in the months of March, June, September and December and dividing that sum by 4, or (ii) the number of Full-time Permanent Employees as of the Grantee's last payroll date in December of such year.

3. Conditions Precedent to Disbursement of the Grant

No grant funds shall be disbursed unless the Grantee is in compliance with the Terms and Conditions of this Agreement, including, but not limited to, Exhibit E (Disbursement Terms), and the following conditions have been satisfied (and as to 3(d) and 3(e) below continue to be satisfied prior to each disbursement):

- (a) If the Grant Amount exceeds \$100,000, or if, as described in Exhibit A, it is expected that there will be additional grants that in the aggregate exceed \$100,000, ESD has received an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit D.
- (b) Any necessary approval has been issued by the Director of the Budget of the State of New York, and the Grant funds have been received by ESD.
- (c) ESD has received a commitment fee, plus out-of-pocket expenses incurred by ESD in the making of the Grant, if any, as set forth in Exhibit E.
- (d) There have been no materially adverse changes in the financial condition of the Grantee since the date of submission of its application to ESD.
- (e) The Grantee employs at least the Baseline Employment as evidenced by the Employment Reporting Form attached hereto as Exhibit H.

4. Disbursement and Recapture Terms

Subject to the terms and conditions contained in this Agreement, ESD shall disburse the Grant to the Grantee as follows:

- (a) ESD shall reimburse the Grantee for Project expenditures incurred by the Grantee as set forth in Exhibit E to this Agreement. Disbursements will be made upon submittal to ESD of a Payment Requisition Form, together with such supporting documentation as ESD may require, in the form attached to this Agreement as Exhibit F and its attachments, and Exhibit H.
- (b) In no event will ESD make any payment which would cause ESD's aggregate disbursements to exceed the Grant Amount.
- (c) The Grant, or a portion thereof, may be subject to recapture by ESD as provided in Exhibit C.

5. Non Discrimination and Contractor & Supplier Diversity

The Grantee will comply with ESD's Non-Discrimination and Contractor & Supplier Diversity policies set forth in Exhibit G to this Agreement.

6. No Liability of ESD

ESD shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless ESD, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

7. Responsibility Provisions

- (a) The Grantee shall at all times during the Agreement term remain responsible. The Grantee agrees, if requested by the President and Chief Executive Officer of ESD or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- (b) The President and Chief Executive Officer of ESD or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Grantee. In the event of such suspension, the Grantee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Grantee must comply with the terms of the suspension order. Activities under this Agreement may resume at such time as the President and Chief Executive Officer of ESD or his or her designee issues a written notice authorizing a resumption of performance under this Agreement.
- (c) Upon written notice to the Grantee, and a reasonable opportunity to be heard with appropriate ESD officials or staff, this Agreement may be terminated by the President and Chief Executive Officer of ESD or his or her designee at the Grantee's expense where the Grantee is determined by the President and Chief Executive Officer of ESD or his or her designee to be non-responsible. In such event, the President and Chief Executive Officer of ESD or his or her designee may complete the requirements of this Agreement in any manner he or she deem advisable and pursue available legal or equitable remedies for breach.

8. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

- (a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.

- (c) It is a duly organized corporation, validly existing and in good standing under the laws of the State of its incorporation, has the corporate power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged and is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its corporate existence in good standing in each such jurisdiction.
- (d) There are no actions, suits or proceedings or, to the knowledge of Grantee, threatened against, or affecting Grantee before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties or business of the Grantee, except as may have been disclosed in writing to ESD.
- (e) Grantee is in compliance and shall continue to comply in all material respects with all material applicable laws, rules, regulations and orders.
- (f) The information contained in the application submitted by the Grantee in connection with the project and the Grant, as such application may have been amended or supplemented (the "Application"), is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Application, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that ESD has relied on the statements and representations made by the Grantee in the Application in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in connection with the Grant and, except as otherwise disclosed in writing to ESD, there has been no adverse material change in the financial condition of Grantee from the date of submission of the Application to the date hereof and that all other the information contained in the Application continues on the date hereof to be materially correct and complete.
- (g) The Grantee covenants that it will neither hold itself out as, nor claim to be an officer, employee, agent or representative of ESD or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of ESD or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (h) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to influence any official act or the judgment of any person in the award of the Grant or the performance of any of the terms of this Agreement.
- (i) It shall maintain business operations at the Project Location for the term of this Agreement.

- (j) The Grant shall be used solely for Project expenses in accordance with the terms and conditions of this Agreement.
- (k) The Grantee is solely responsible and has sufficient funding for all Project costs in excess of the Grant.
- (l) Grantee will use ESD grant funds, and submit payment requisitions, exclusively for eligible expenses related to capital works or purposes in accordance with IRS rules and regulations relating to ESD's bonds and in accordance with the New York Debt Reform Act. Grantee acknowledges that grant funds must be used solely for authorized capital purposes and not for operating expenses or other working capital items or non-capital purposes, irrespective of whether the funds are still used for the benefit of the Project. Grantee acknowledges that the consequences of breaching this covenant could result in violations of state law and/or large bond issuances being treated as taxable instead of tax exempt for federal and state tax purposes, loss of certain federal subsidies to the state, adverse ratings changes for such bonds, and disproportionate negative financial consequences to the state and bondholders. Grantee recognizes its financial obligations, risks and liabilities for breach of this covenant. ESD may, from time to time, request information from Grantee to confirm its compliance with this covenant and Grantee acknowledges its obligation under Section 9 (a) (ii) of the GDA to provide information upon request to ESD.
- (m) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five (5) percent of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

(iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

(n) Grantee is in compliance and shall continue to comply with Section 7 of this Agreement.

9. Default and Remedies

(a) Each of the following shall constitute a default by the Grantee under this Agreement:

- (i) Failure to perform or observe any obligation or covenant of the Grantee contained herein, other than an employment default as set forth in (iv) below, to the reasonable satisfaction of ESD and within the time frames established under this Agreement.
- (ii) Failure to comply with any request for information reasonably made by ESD to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by ESD in connection with the Grant.
- (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant.
- (iv) Failure of the Grantee, for any time period, to meet the minimum employment goals required by Exhibit C.
- (v) A default beyond any applicable grace period by the Grantee, or any entity which Grantee directly or indirectly controls, is controlled by, or is under common control with, under any other agreement with ESD.
- (vi) Any manifestation, on the part of the Grantee, of an intention either: (x) to terminate and/or (y) to restructure, under the terms of any bankruptcy or insolvency statute or law, its business at the Project Location. This includes, without limitation, the announced or actual cessation of business activities at the Project Location, the initiation of proceedings under any dissolution statute, or the execution of an assignment for the benefit of creditors, or the solicitation of any composition and/or arrangement with creditors, or the issuance of "closing" or "termination" notices to employees under any state or federal statute, or the filing of any voluntary petition under any chapter of the United States Bankruptcy Code, or the failure by the Grantee to obtain the dismissal, within sixty (60) days of filing, of any involuntary proceeding brought under any chapter of the United States Bankruptcy Code.

- (vii) If the number of the Grantee's Full-Time Permanent Employees, as that term is defined in this Agreement, that are situated at the Project Location as of the Grantee's last payroll date on or prior to the end of any quarter (with the quarters being those the quarterly dates of March 31, June 30, September 30 and December 31, as set forth in the Report of Employment that is annexed as Exhibit H to this Agreement) is less than fifty percent (50%) of the number of Full Time-Permanent Employees, situated at the Project Location, required in accordance with the Employment Goals that are to be achieved as of the next Reporting Date, as specified in Exhibit C.
 - (viii) Failure by the Grantee, for any period of time, to comply with Section 7 of this Agreement.
- (b) Upon the serving of notice to the Grantee of the occurrence of a default (which notice shall specify the nature of the default), ESD shall have the right to terminate this Agreement, provided however, that if the default is pursuant to paragraph 9(a)(i) or 9(a)(ii), no default shall be deemed to have occurred if Grantee cures such default within ten (10) days of notice of default from ESD, or if the default pursuant to paragraph 9(a)(i) or 9(a)(ii) cannot be reasonably cured within such ten day period, Grantee commences to cure such default within the ten day cure period and cures the default within ninety (90) days thereafter, provided further that ESD shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of paragraph 9(a)(iii), 9(a)(iv), 9(a)(v), 9(a)(vi) and 9(a)(vii) are not subject to the cure provisions provided herein.
- (c) Upon termination of this Agreement, ESD may (i) withhold any Grant proceeds not yet disbursed and (ii) require repayment of Grant proceeds disbursed to the Grantee in accordance with Exhibit C of this Agreement. Notwithstanding the foregoing, if ESD determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, ESD may require repayment of all funds and may refer the matter to the appropriate authorities for prosecution. ESD shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term

The term of this Agreement shall commence on the date hereof and expire on the Expiration Date, as set forth on the first page of this Agreement.

11. Books and Records; Project Audit

- (a) The Grantee will maintain accurate books and records concerning the project for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to

ESD, its agents, officers and employees during Grantee's business hours upon reasonable request.

- (b) ESD shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.

12. Maintenance of Insurance

Grantee shall maintain in full force and effect insurance, including, but not limited to, the insurance described hereafter, in such amounts and covering such risks as Grantor may require from time to time.

- (a) The Grantee shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended. The insurance required in this paragraph (a) shall provide coverage for an amount not less than the full replacement value of the buildings at the Project Location and the building equipment, or such other amount as the Grantor may reasonably require, provided that (i) the amount of insurance coverage shall be in an amount sufficient to satisfy, at all times, any co-insurance requirements, and (ii) the amount of any flood hazard insurance shall not exceed the maximum amount of coverage available under the National Flood Insurance Act.
- (b) When and to the extent required by the Grantor, the Grantee shall maintain in full force and effect insurance against (i) loss of rental income, (ii) loss of business income, (iii) damages to boiler, and (iv) any other risk as is customary in the industry of the Grantee. The insurance required in this paragraph (b) shall provide coverage in an amount satisfactory to Grantor.
- (c) The Grantee shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate and Three Million Dollars (\$3,000,000) umbrella. In addition, if the grant contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available

under the National Flood Insurance Act of 1968, as amended.

- (d) All insurance required in this Section shall be issued by companies authorized to do business in the State of New York, satisfactory to Grantor pursuant to policies satisfactory to Grantor in form and substance. Without limiting the generality of the foregoing, the policies of insurance required hereby shall provide for thirty (30) days, or ten (10) days for non-payment, prior written notice of cancellation to Grantor.
- (e) The Grantee shall give prompt written notice to the Grantor in the event of substantial damage to the Project Location by reason of fire or other hazard or casualty.
- (f) Notwithstanding the provisions of Subdivision 4 of Section 254 of the Real Property Law, the Grantor shall be entitled to retain and apply the proceeds of any insurance required hereby to the payment of any obligations or, in the sole discretion of the Grantor, apply any or all such proceeds to the cost of restoration of the Project Location, in which case the Grantee shall proceed with reasonable diligence to repair, replace or rebuild the Project Location to substantially their condition prior to such damage in full compliance with all legal requirements.
- (g) The Grantee shall provide the Grantor with copies of all policies of insurance (or certificates thereof) for the required insurance coverages in form and substance satisfactory to the Grantor. In addition, the Grantee shall provide the Grantor with copies of renewal policies (or certificates thereof) or temporary binders in the event renewal policies have not been issued, in a timely manner. The Grantee must, in any event, provide Grantor with satisfactory confirmation of renewal coverage by the renewal date.
- (h) In the event that the Grantee fails to maintain the insurance required hereby, the Grantor may obtain such insurance and pay the premiums therefor and the Grantee shall, on demand, reimburse the Grantor for any insurance premiums paid, together with interest thereon computed at the highest rate per annum allowable under New York State law.
- (i) The Grantee will not take any action, or permit any condition to exist, with respect to the Project Location which may, in any manner, partially or wholly invalidate the insurance on the Project Location required hereby.

13. Survival of Provisions

It is agreed that: (a) the provisions of Sections 6, 8(g), (j) and (l) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 (except insofar as any of the aforesaid Sections have been waived in accordance with the terms of Exhibit I to this Agreement) shall survive the expiration or early termination of this Agreement; and (b) such expiration or early termination shall not serve to limit, alter or modify any of the Grantee's obligations or responsibilities under the aforesaid Sections, and/or ESD's rights under such Sections, referenced in subsection (a) of

this Section 13 of this Agreement. It is further agreed, moreover, that notwithstanding the expiration or early termination of this Agreement, ESD shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement, including but not limited to the above referenced Sections 6, 8(g),(j) and (l) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 of this Agreement, and the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted on ESD's behalf.

14. Notices

- (a) All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:
- (i) via certified or registered United States mail, return receipt requested;
 - (ii) by facsimile transmission;
 - (iii) by personal delivery;
 - (iv) by expedited delivery service; or
 - (v) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Empire State Development

Name: Meghan Ferrelli
Title: Project Manager
Address: Hedley Park Place, 433 River Street, Suite 1003, Troy, New York 12180;
Telephone Number: (518) 270-1130
Facsimile Number: (518) 270-1141
E-Mail Address: Meghan.Ferrelli@esd.ny.gov

With a copy to:

Title: General Counsel
Address: 633 Third Avenue, 34th Floor, New York, NY 10017
Telephone Number: (212) 803-3750
Facsimile Number: (212) 803-3975

City of Watertown

Name: Michael A. Lumbis
Title: Planning & Community Development Director
Address: 245 Washington Street, Room 304, Watertown, NY 13601
Telephone Number: (315) 785-7740
E-Mail Address: MLumbis@watertown-ny.gov

- (b) 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 mailing to the address provided herein, or in the case of facsimile transmission or email, upon receipt of a record, by the sender, that such a transmission has been completed.

- (c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days 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 this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

15. No Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

16. No Waiver

No waiver of any ESD's rights arising under this Agreement, or any other source, can occur unless such waiver shall be in writing and signed by ESD and such written document manifests a clear and unequivocal intent by ESD to waive its contractual or other legal rights. The term "waiver" as used herein is a term of art as used in the legal profession. ESD may not be estopped from asserting any of its legal rights, including but not limited to its rights under this agreement, unless ESD has signed a written document that clearly and unequivocally states that the other party may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against ESD and the other parties' alleged detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein is a term of art as used in the legal profession.

17. Integration/Modification

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or statements relating to such subject matter. In addition, this Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability

shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein. In the event of a conflict between the Directors' materials attached hereto as Exhibit A and any other term or condition of this Agreement, then the term or condition of this Agreement shall govern.

19. Confidentiality of Information

Information contained in reports made to ESD or otherwise obtained by ESD relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "Confidential" by the Grantee, will be kept confidential by ESD, to the extent such information is determined by ESD to be exempt from public disclosure under the Freedom of Information Law and not otherwise required by law to be disclosed. Notwithstanding the foregoing, ESD will not be liable for any information disclosed, in ESD's sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which ESD is required to disclose pursuant to legal process.

20. Special Provisions

The Grantee shall comply with the special provisions, if any, set forth in Exhibit I.

21. Litigation Costs

The Grantee shall pay, in any action or proceeding that is commenced to enforce and/or involves the enforcement of the terms and conditions of this Agreement, all of ESD's costs including, without limitation, ESD's attorneys' fees. The Grantee shall also pay any and all of ESD's collection costs including, without limitation, its attorneys' fees.

22. Waiver

The Grantee knowingly and expressly waives the right to a trial by jury and the right to interpose any counterclaims in any action brought by ESD under the terms of this Agreement.

Court St. Commons Redevelopment RESTORE NY V, Project Number 131,744

This agreement is entered into as of the latest date written below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION



(Signature) Edwin Lee, Senior Vice President, Loans and Grants

09/11/19

(date)

City of Watertown

(Signature)

(Printed name and title)

(date)

Rev. 04/26/2019

ESD CAPITAL GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	General Project Plan
EXHIBIT B	Construction Requirements
EXHIBIT C	Recapture Terms
EXHIBIT D	Opinion of Counsel
EXHIBIT E	Disbursement Terms
EXHIBIT F	Payment Requisition Form
EXHIBIT F-1	Financial Condition Documentation
EXHIBIT F-2, F-2A	Project Cost & Completion Documentation
EXHIBIT G	Non-Discrimination and Contractor & Supplier Diversity – Requirements and Procedures
EXHIBIT G-1	M/WBE Participation / Equal Opportunity Policy Statement
EXHIBIT G-2	Staffing Plan
EXHIBIT G-3	Workforce Employment Utilization Report
EXHIBIT G-4	M/WBE Utilization Plan
EXHIBIT G-5	Waiver Request Form
EXHIBIT G-6	M/WBE Contractor Compliance and Payment Report
EXHIBIT H	Employment Reporting Form
EXHIBIT I	Special Provisions

EXHIBIT A: GENERAL PROJECT PLAN

See Materials Attached

A. City of Watertown - Court St. Commons Redevelopment RESTORE NY V (131,744)

August 15, 2019

General Project Plan

Grantee: City of Watertown (the “City” or “Watertown”)

Beneficiary

Company: S&J Properties of Watertown, LLC

ESD Investment: A grant of up to \$990,000 to be used for a portion of the cost of rehabilitation and renovation of three buildings for mixed-use development

Project Locations: Watertown, Jefferson County

138 Court Street, Watertown
152-154 Court Street, Watertown
170 Court Street, Watertown

Proposed Project: The rehabilitation and renovation of three buildings measuring 42,000-square-feet into viable mixed-use space.

Project Type: Neighborhood revitalization

Regional Council: The North Country Regional Council has been made aware of this item. The project is consistent with the Regional Plan to revitalize downtowns, invest in community development, and attract opportunities for new businesses.

Background:

Grantee History – The City of Watertown was first settled in 1800 and incorporated as a city in 1869. Home to approximately 27,000 people, Watertown is located 70 miles north of Syracuse, NY and serves as the Jefferson County seat. Historically, the City is known for as a manufacturing center, drawing its power from the Black River.

Watertown has been identified as a moderately distressed community with low median household income, high unemployment rates, and high poverty levels; deindustrialization has led to the City struggling in recent years. Today, the City’s largest industries are health care and social assistance, retail trade, and accommodation and food services.

ESD Involvement – In December 2017, Watertown sought assistance under the Restore New York Communities Initiative to remove blight and assist in the rehabilitation of three buildings located in Watertown’s historic Public Square. 138 Court Street had been vacant

City of Watertown - Court St. Commons Redevelopment RESTORE NY V (131,744)

August 15, 2019

for a number of years and fallen into severe disrepair, and it had originally been scheduled for demolition by the City. The second-floor retail space of 152-154 Court Street has been vacant for over 30 years and 170 Court Street has been vacant for the past 3 years. All three buildings are currently owned by S&J Properties of Watertown, LLC and are located within the Watertown Downtown Revitalization area and Watertown's Local Waterfront Revitalization Program target area.

Restore funding will further the City's on-going strategy to build and sustain healthy neighborhoods by leveraging a variety of public and private resources.

Past ESD Support – Funding for the past five years to the Grantee is summarized in the following chart:

Program	Project #	Amount	Date Start (ESD Directors' Approval date)	Date End (Project Completion: Contract Expiration)	Purpose
Regional Council Capital Fund – RC2	Y619	\$500,000	April 16, 2015	May 3, 2017	Capital Grant - Installation of a wastewater disinfection facility

The Project:

Completion – December 2019

Activity – S&J Properties of Watertown, LLC will rehabilitate 3 mostly vacant buildings, totaling over 42,000-square-feet, which will be renovated into mixed-use facilities with a blend of retail, commercial, and 15 market-rate residential units. The historic buildings will have their facades restored, improving the Public Square Historic District.

Results – The project will create modern commercial and retail space for new and expanding businesses while also adding 15 market-rate apartments to local housing stock. Retail tenants include ReCre's Bike Studio, Dr. Guitar Music, and Pride and Glory Tattoo. The rear portion of 138 Court Street also serves as a warehouse for Abbey Carpet. 170 Court Street will be renovated as the only large event venue in the City, seating 500-600 people. These businesses are expected to draw a large and diverse customer base to the end of Court Street. Restore NY funds are critical to the success of this project.

City of Watertown - Court St. Commons Redevelopment RESTORE NY V (131,744)

August 15, 2019

138 Court Street

Financing Uses	Amount	Financing Sources	Amount	Percent
Construction/Renovation	\$136,250	ESD Grant	\$122,625	90%
		City Equity*	13,625	10%
Total Project Costs	\$136,250	Total Project Financing	\$136,250	100%

**Source of equity is funds from the buildings' owner.*

152-154 Court Street

Financing Uses	Amount	Financing Sources	Amount	Percent
Construction/Renovation	\$605,025	ESD Grant	\$544,522	90%
		City Equity*	60,503	10%
Total Project Costs	\$605,025	Total Project Financing	\$605,025	100%

**Source of equity is funds from the buildings' owner.*

170 Court Street

Financing Uses	Amount	Financing Sources	Amount	Percent
Construction/Renovation	\$358,725	ESD Grant	\$322,853	90%
		City Equity*	35,872	10%
Total Project Costs	\$358,725	Total Project Financing	\$358,725	100%

**Source of equity is funds from the buildings' owner.*

Grantee Contact- Michael A. Lumbis, Planning & Community Development Director
 245 Washington Street, Room 304
 Watertown, NY 13601
 Phone: (315) 785-7740
 E-mail: MLumbis@watertown-ny.gov

Beneficiary Contact- Stephen J. Bradley, Owner
 150 Court Street
 Watertown, NY 13601
 Phone: (315) 782-4261
 E-mail: abbeycarpetguy@verizon.net

Project Team-

Project Management	Steffen Loh
Contractor & Supplier Diversity	Danah Alexander
Environmental	Soo Kang

City of Watertown - Court St. Commons Redevelopment RESTORE NY V (131,744)

August 15, 2019

Financial Terms and Conditions:

1. Upon execution of the grant disbursement agreement, the City will reimburse ESD for all out-of-pocket expenses incurred in connection with the project.
2. The City will be obligated to advise ESD of any materially adverse changes in its financial condition prior to disbursement.
3. The City will ensure the contribution of at least a 10% match of the grant amount to the Project.
4. Up to \$990,000 will be disbursed to Grantee as follows:

a) 138 Court Street – Up to \$122,625 will be disbursed to Grantee during the course of the project no more frequently than quarterly, in proportion to ESD's funding share, and in compliance with ESD's Design and Construction requirements, assuming that all project approvals have been completed and funds are available. The final ten percent (10%) of the Grant shall not be disbursed by ESD until all of the tasks and reports required have been completed to ESD's satisfaction, and project is complete as evidenced by a certificate of occupancy.

b) 152-154 Court Street - Up to \$544,522 will be disbursed to Grantee during the course of the project no more frequently than quarterly, in proportion to ESD's funding share, and in compliance with ESD's Design and Construction requirements, assuming that all project approvals have been completed and funds are available. The final ten percent (10%) of the Grant shall not be disbursed by ESD until all of the tasks and reports required have been completed to ESD's satisfaction, and project is complete as evidenced by a certificate of occupancy.

c) 170 Court Street - Up to \$322,853 will be disbursed to Grantee during the course of the project no more frequently than quarterly, in proportion to ESD's funding share, and in compliance with ESD's Design and Construction requirements, assuming that all project approvals have been completed and funds are available. The final ten percent (10%) of the Grant shall not be disbursed by ESD until all of the tasks and reports required have been completed to ESD's satisfaction, and project is complete as evidenced by a certificate of occupancy.

Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. Expenses must be incurred on or after December 15, 2017 to be considered reimbursable project costs.

5. ESD may reallocate the project funds to another form of assistance, at an amount no

City of Watertown - Court St. Commons Redevelopment RESTORE NY V (131,744)

August 15, 2019

greater than \$990,000, for this project if ESD determines that the reallocation of the assistance would better serve the needs of the City and the State of New York. In no event shall the total amount of any assistance to be so reallocated exceed the total amount of assistance approved by the Directors.

Environmental Review:

ESD staff has determined that the project constitutes a Type II action as defined by the New York State Environmental Quality Review Act ("SEQRA") and the implementing regulations of the New York State Department of Environmental Conservation. No further environmental review is required in connection with the project.

Due to the involvement of buildings that are contributing to the Public Square Historic District, which is listed on the New York State and National Registers of Historic Places, ESD has confirmed that the project sponsor consulted with the New York State Office of Parks, Recreation and Historic Preservation pursuant to the requirements of Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law ("Section 14.09"). The project is in compliance with Section 14.09.

Non-Discrimination and Contract & Supplier Diversity:

ESD's Non-Discrimination and Contractor & Supplier Diversity policies will apply to this Project. The Grantee shall be required to include minorities and women in any job opportunities created, to solicit and utilize certified Minority-and Women-owned Business Enterprises ("MWBES") for any contractual opportunities generated in connection with the Project and shall be required to use Good Faith Efforts (pursuant to 5 NYCRR §142.8) to achieve an overall MWBE Participation Goal of 30% related to the total value of ESD's funding.

Statutory Basis – Restore NY Communities:

The funding was authorized in the 2017-2018 New York State budget and reappropriated in the 2018-2019 and 2019-2020 New York State budgets. No residential relocation is required as there are no families or individuals residing on the site.

Attachment: Resolution

EXHIBIT B: CONSTRUCTION REQUIREMENTS

City of Watertown - Court St. Commons Redevelopment RESTORE NY V

The following Unconditional Waiver and Release requirements shall be furnished to ESD for approval for work performed and materials furnished for each payment request in the form of Exhibit B-1, B-2, B-3, B-4, and B-5, as applicable.

B-1 Certification of Work Performed

B-2 Unconditional Waiver and Release – Architect

B-3 Unconditional Waiver and Release – Engineer

B-4 Unconditional Waiver and Release – Construction Manager

B-5 Unconditional Waiver and Release – General Contractor

EXHIBIT B-2

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "Architect") has been paid and has received full payment for all services furnished by Architect and/or employees or others acting for Architect or claiming by, through or under Architect through

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

Architect represents and warrants that Architect and all persons and entities acting for or claiming by, through or under Architect have fully performed and furnished all services to have been performed or furnished by Architect and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Architect does hereby release for itself and any party or entity action for Architect or claiming by, through or under Architect, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Architect further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Architect or by any person or entity acting for or claiming by, through or under the Architect, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: _____

(Signature)

ARCHITECT'S STAMP

(Company Name)

EXHIBIT B-3

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "Engineer") has been paid and has received full payment for all services furnished by Engineer and/or employees or others acting for Engineer or claiming by, through or under Engineer through

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

Engineer represents and warrants that Engineer and all persons and entities acting for or claiming by, through or under Engineer have fully performed and furnished all services to have been performed or furnished by Engineer and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Engineer does hereby release for itself and any party or entity action for Engineer or claiming by, through or under Engineer, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Engineer further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Engineer or by any person or entity acting for or claiming by, through or under the Engineer, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: _____

(Signature)

ENGINEER'S STAMP

(Company Name)

EXHIBIT B-4

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "Construction Manager") has been paid and has received full payment for all labor, services, equipment or material furnished by Construction Manager and/or subcontractors, suppliers, material, men, laborers, employees or others acting for Construction Manager or claiming by, through or under Construction Manager through

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

Construction Manager represents and warrants that Construction Manager and all persons and entities acting for or claiming by, through or under Construction Manager have fully performed and furnished all labor, services, equipment or material to have been performed or furnished by Construction Manager and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Construction Manager does hereby release for itself and any party or entity action for Construction Manager or claiming by, through or under Construction Manager, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Construction Manager further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Construction Manager or by any person or entity acting for or claiming by, through or under the Construction Manager, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: _____
(Signature)

NOTORIZED

(Company Name)

EXHIBIT B-5

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "General Contractor") has been paid and has received full payment for all services furnished by General Contractor and/or employees or others acting for General Contractor or claiming by, through or under General Contractor through

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

General Contractor represents and warrants that General Contractor and all persons and entities acting for or claiming by, through or under General Contractor have fully performed and furnished all services to have been performed or furnished by General Contractor and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The General Contractor does hereby release for itself and any party or entity action for General Contractor or claiming by, through or under General Contractor, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The General Contractor further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the General Contractor or by any person or entity acting for or claiming by, through or under the General Contractor, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: _____
(Signature)

NOTARIZED

(Company Name)

EXHIBIT C: RECAPTURE TERMS

Intentionally Deleted

SLYE LAW OFFICES, P.C.

ATTORNEYS AT LAW

104 WASHINGTON STREET

WATERTOWN, NEW YORK 13601

ROBERT J. SLYE
CHRISTINA E. STONE

(315) 786-0266
FAX: (315) 786-3488

November 5, 2019

Empire State Development Corporation
Hedley Park Place
433 River Street – Suite 1003
Troy, New York 12180

Attention: Meghan Ferelli

**Re: City of Watertown – Court St. Commons Redevelopment
RESTORE NY V, Project #131,744**

Ladies and Gentlemen:

We have acted as special counsel to City of Watertown, a municipality (the “Grantee”), in connection with the execution and delivery of the Grant Disbursement Agreement dated November 4, 2019 (the “Agreement”) between New York State Urban Development Corporation d/b/a Empire State Development (“ESD”) and the Grantee.

This opinion letter is being furnished to you at our client’s request pursuant to Section 3(a) of the Agreement. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Agreement.

In rendering the opinions set forth herein, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion letter, including (a) the Agreement, (b) the certificate of incorporation of the Grantee and (c) the by-laws of the Grantee. We have also examined and relied upon such other matters of law, documents, certificates of public officials and representations of officers and other representatives of the Grantee as we have deemed relevant, appropriate or necessary to the rendering of our opinions.

In rendering the opinions expressed below, we have assumed the legal capacity of all natural persons signing documents and that the signatures of persons signing all documents in connection with which this opinion letter is rendered are genuine, all documents submitted to us as originals or duplicate originals are authentic and all documents submitted to us as copies, whether certified or not, conform to authentic original documents. Additionally, we have assumed and relied upon the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us, and the accuracy and

completeness of all representations, warranties, confirmations, schedules and exhibits contained in the Agreement, with respect to the factual matters set forth herein.

As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon written statements and representations of officers and other representatives of the Grantee and of certain public officials. We have also assumed and relied upon the accuracy and completeness of all certificates and other statements, representations, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties and exhibits contained in the Agreement with respect to the factual matters set forth therein.

Based upon the foregoing and subject to the assumptions, qualifications and other matters set forth herein, we are of the opinion that:

1. The Grantee is validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Grantee and (assuming its due authorization, execution and delivery to ESD) is binding on and enforceable against the Grantee in accordance with its terms, subject to applicable bankruptcy, insolvency reorganization, arrangement, liquidation, moratorium, fraudulent conveyance or transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principals of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and except as rights under the Agreement to indemnity and contribution may be limited by federal or state laws.

We are admitted to practice in the State of New York and we express no opinion as to any matters governed by any laws other than the laws of the State of New York. The opinions expressed herein that are based on the laws of the State of New York are limited to the laws generally applicable in transactions of the type covered by the Agreement.

This opinion letter is for the benefit solely for ESD and not for the benefit of any other person. We are opining herein only as of the date hereof and we undertake no, and disclaim any, obligation to advise you of any changes in any matter set forth herein, regardless of whether changes in such matters come to our attention after the date hereof. No attorney-client relationship exists or has existed with ESD by reason of our preparation, execution and delivery of this opinion letter. By providing this opinion letter and permitting reliance hereon by you, we are not acting as your counsel and have not assumed any responsibility to advise you with respect to the adequacy of this opinion letter for your purposes. This opinion letter may not be

relied upon by any other person or for any other purpose or used, quoted or otherwise referred to for any other purpose.

Very truly yours,

SLYE LAW OFFICES, P.C.

By: 
Robert J. Slye

RJS/dg

EXHIBIT E: DISBURSEMENT TERMS

Disbursement

Upon compliance with the terms of this Agreement, and receipt of the fees as set forth below, ESD shall disburse the Grant to the Grantee as follows:

Fees due:

Reimbursement for out-of-pocket expenses \$424.40

a) 138 Court Street – Up to \$122,625 will be disbursed to the Grantee as reimbursement for eligible costs, no more frequently than quarterly and in proportion to ESD’s funding share (90%), assuming all project approvals have been completed and funds are available, and provided the Grantee is otherwise in compliance with the terms and conditions of this Agreement. Approved eligible costs will be fully reimbursed less the retainage of 10% of the grant amount (\$12,263). The final disbursement, which shall be at least 10% of the grant amount, shall be made to the Grantee upon completion of the project as evidenced by a certificate of occupancy.

b) 152-154 Court Street - Up to \$322,853 will be disbursed to the Grantee as reimbursement for eligible costs, no more frequently than quarterly and in proportion to ESD’s funding share (90%), assuming all project approvals have been completed and funds are available, and provided the Grantee is otherwise in compliance with the terms and conditions of this Agreement. Approved eligible costs will be fully reimbursed less the retainage of 10% of the grant amount (\$32,285). The final disbursement, which shall be at least 10% of the grant amount, shall be made to the Grantee upon completion of the project as evidenced by a certificate of occupancy.

c) 170 Court Street - Up to \$544,522 will be disbursed to the Grantee as reimbursement for eligible costs, no more frequently than quarterly and in proportion to ESD’s funding share (90%), assuming all project approvals have been completed and funds are available, and provided the Grantee is otherwise in compliance with the terms and conditions of this Agreement. Approved eligible costs will be fully reimbursed less the retainage of 10% of the grant amount (\$54,452). The final disbursement, which shall be at least 10% of the grant amount, shall be made to the Grantee upon completion of the project as evidenced by a certificate of occupancy.

Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require, in the forms attached to this Agreement as Exhibits B and F and their attachments. Expenses must be incurred on or after December 15, 2017 to be considered reimbursable project costs. Previously expended funds may be applied toward match requirements retroactive to April 10, 2017, when the Restore New York Legislation was enacted.

EXHIBIT E: DISBURSEMENT TERMS (Cont.)

Wire Transfer Information:

If ESD assistance is \$10,000 or greater, please provide:

-Letter from a financial officer of City of Watertown certifying to the accuracy of the following information:

Bank Name: _____

ABA #: _____

Account Name: _____

Account #: _____

EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM

Note to Grantee: **Do not re-type this form.** Fill in only the version included in the executed GDA.

City of Watertown - Court St. Commons Redevelopment RESTORE NY V, Project #131,744

Disbursement Request amount: \$

ESD funds may be applied by Grantee in payment or reimbursement of the following costs:

138 Court Street: Invoice # _____

Eligible Expenses	A: Actual Costs Incurred (this request)	B: ESD Share (this request)	C: Cumulative Amount Previously Received from ESD	D: Grant Amount (Cumulative if multi-year grant)	E: (D-C-B) Grant Balance Remaining
Rehabilitation/Renovation				\$110,362	
Retainage (10% of grant amount)				12,263	
TOTAL				\$122,625	

152-154 Court Street: Invoice # _____

Eligible Expenses	A: Actual Costs Incurred (this request)	B: ESD Share (this request)	C: Cumulative Amount Previously Received from ESD	D: Grant Amount (Cumulative if multi-year grant)	E: (D-C-B) Grant Balance Remaining
Rehabilitation/Renovation				\$290,568	
Retainage (10% of grant amount)				32,285	
TOTAL				\$322,853	

170 Court Street: Invoice # _____

Eligible Expenses	A: Actual Costs Incurred (this request)	B: ESD Share (this request)	C: Cumulative Amount Previously Received from ESD	D: Grant Amount (Cumulative if multi-year grant)	E: (D-C-B) Grant Balance Remaining
Rehabilitation/Renovation				\$490,070	
Retainage (10% of grant amount)				54,452	
TOTAL				\$544,522	

CERTIFICATION

I hereby warrant and represent to Empire State Development ("ESD") that:

- 1) To the best of my knowledge, information and belief, the expenditures for which City of Watertown is seeking payment and/or reimbursement comply with the requirements of the Agreement between ESD and City of Watertown, are eligible expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from ESD does not duplicate reimbursement or disbursement of costs and/or expenses from any other source. These findings will be subject to audit by ESD's Internal Audit Department.
- 2) I have the authority to submit this invoice on behalf of City of Watertown. The project, or portion thereof for which this invoice relates, has been completed in the manner outlined in the Agreement.
- 3) I hereby attach the following documents for ESD approval, in support of this requisition:

EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM, Cont.

- Exhibit B: Design & Construction Requirements (required with every payment request)
- Exhibit F-2: Project Cost & Completion Affidavit (required with every payment request)
- Exhibit F-2A: Documentation of Project Costs (only if ESD share equals or exceeds 60% of total)
- Exhibit G-2: Staffing Plan
- Exhibit G-3: Workforce Employment Utilization Report
- Exhibit G-4: M/WBE Utilization Plan
- Exhibit G-5: Waiver Request Form
- Exhibit G-6: M/WBE Contractor Compliance and Payment Report
- A copy of all current policies of insurance (or certificates thereof) in full compliance with the terms and conditions of Section 12 of the Agreement (for project activity locations only)
- A copy of Certificate of Occupancy

- 4) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to ESD, from the date of submission of the Application to the date hereof.
- 5) The Grantee has acted responsibly from the date of submission of the Application to the date hereof in full compliance with the terms and conditions of Section 7 of the Agreement.
- 6) Representations, Warranties and Covenants made in Section 8 of the Agreement are still true, complete and accurate, unless waived in Exhibit I of the Agreement.

Signature: _____ Date: _____

Print Name: _____ Title: _____

At any point in the course of your project, ESD would appreciate feedback regarding this ESD program. Please comment on the application, project approval, and/or payment reimbursement process or any other interactions with ESD related to the project. You may submit your feedback under separate cover to Edwin Lee, SVP – Loans and Grants, 633 Third Avenue, NY, NY 10017. Please include your Project Number and Project Name which are listed at the top of this exhibit on your submission.

Thank you.

EXHIBIT F-1: FINANCIAL CONDITION DOCUMENTATION

Intentionally Deleted

**Exhibit F-2A: Documentation of Project Costs
 Project Cost Summary for ESD-Eligible Expenses
 (Invoices and proof of payment must be included)**

City of Watertown – Court St. Commons Redevelopment RESTORE NY V, Project #131,744
 For _____

Item # *	Check #	\$ Amount	Invoice date	Vendor Name	Description of Item or Service
TOTAL:					

PREPARED BY: _____ DATE: _____

*Indicate item numbers clearly on any supporting documentation such as checks, bank statements and invoices.

Note: If construction is being documented with AIA forms, please be sure that all applicable sections are completed, signed & notarized.

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

I. General Provisions

- A. Empire State Development (ESD) 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 Recipient of the subject Grant Disbursement Agreement (the "Recipient" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ESD, to fully comply and cooperate with the ESD 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"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, 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 VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this Contract, the ESD hereby establishes an overall goal of **30%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, 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 II-A hereof, Recipient should reference the directory of New York State Certified MWBEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html>

Additionally, Recipient 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.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to

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

comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Recipient shall be liable to the ESD for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Recipient 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. Recipient shall comply with the following provisions of Article 15-A:
 1. Recipient 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 Recipient shall submit an EEO policy statement to the ESD with the executed Contract.
 3. If Recipient or subcontractor does not have an existing EEO policy statement, the ESD may provide the Recipient or subcontractor a model statement (see EXHIBIT G-1: M/WBE Participation/Equal Employment Opportunity Policy Statement).
 4. The Recipient's EEO policy statement shall include the following language:
 - a. The Recipient 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 Recipient 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 Recipient 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 Recipient's obligations herein.

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

- d. The Recipient will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, 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. EXHIBIT G-2: Staffing Plan

To ensure compliance with this Section, the Recipient 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. Recipients shall complete the Staffing plan form and submit it as part of the executed Contract.

D. EXHIBIT G-3: Work Force Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Recipient is responsible for updating and providing notice to the ESD 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 Recipient and any subcontractor performing work on the Contract.
3. In limited instances, Recipient may not be able to separate out the workforce utilized in the performance of the Contract from Recipient's and/or sub's total workforce. When a separation can be made, Recipient 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 Recipient's and/or subcontractor's total workforce, Recipient shall submit the Workforce Report and indicate that the information provided is Recipient's total workforce during the subject time frame, not limited to work specifically under the contract.

- E. Recipient shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Recipient 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.

IV. MWBE Utilization Plan

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

- A. The Recipient represents and warrants that Recipient has submitted an MWBE Utilization Plan (EXHIBIT G-4) either prior to, or at the time of, the execution of the Contract.
- B. Recipient 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 II-A of this Exhibit.
- C. Recipient 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, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

V. Waivers

- A. For Waiver Requests Recipient should use the Waiver Request Form (EXHIBIT G-5).
- B. If the Recipient, after making good faith efforts, is unable to comply with MWBE goals, the Recipient may submit a Request for Waiver form documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the ESD shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the ESD, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Recipient is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the ESD may issue a notice of deficiency to the Recipient. The Recipient 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.

VI. Quarterly MWBE Contractor Compliance Report

Recipient is required to submit a Quarterly MWBE Contractor Compliance and Payment Report (EXHIBIT G-6) to the ESD by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages/Recapture - MWBE Participation

- A. Where ESD determines that Recipient is not in compliance with the requirements of the Contract and Recipient refuses to comply with such requirements, or if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals, Recipient shall be obligated to pay to the ESD liquidated damages or be subject to recapture of grant proceeds ("Recapture").
- B. Such liquidated damages or Recapture shall be calculated as an amount equaling the difference between:

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

1. All sums identified for payment to MWBEs had the Recipient achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages (and such identified sums have not been withheld by the ESD) or Recapture, Recipient shall pay such liquidated damages or Recapture to the ESD within sixty (60) days after they are assessed by the ESD unless prior to the expiration of such sixtieth day, the Recipient 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 or Recapture shall be payable if Director renders a decision in favor of the ESD.



EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, _____ (CONTRACTOR REPRESENTATIVE), the _____
(AWARDEE/CONTRACTOR) agree to adopt the following policies with respect to the project being
developed or services rendered at _____.

M/WBE PARTICIPATION (M/WBE)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from ESD's Office of Contractor and Supplier Diversity and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhance participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)

- (a) This organization 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 programs of affirmative action to ensure that minority group members 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 on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or



EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

representative will affirmatively cooperate in the implementation of this organization's obligations herein.

- (d) This organization will include the provisions of sections (a) through (c) of this agreement 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 State contract.

Agreed on this ____ day of _____, 20____.

By: _____ (SIGNATURE)

Print Name: _____

Title: _____

Minority Business Enterprise Liaison

_____ (Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

EEO Contract Goals

____% Minority Labor Force Participation

____% Female Labor Force Participation

(Authorized Representative)

Print Name: _____

Title: _____

Date: _____

**EXHIBIT G-2: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
STAFFING PLAN**

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor Subcontractor's Name:
Offeror's Name:		
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran	
		Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)	Disabled (M) (F)	Veteran (M) (F)					
Officials/Administrators															
Professionals															
Technicians															
Sales Workers															
Office/Clerical															
Craft Workers															
Laborers															
Service Workers															
Temporary /Apprentices															
Totals															

PREPARED BY (Signature): _____	NAME: TITLE: DATE:	TELEPHONE NO.: ALTERNATE TEL: EMAIL ADDRESS:
Submit completed with bid or proposal M/WBE 101 (Rev 04/2012)		

General Instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/WBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or Subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force

**EXHIBIT G-2: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
STAFFING PLAN**

to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or Subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or Subcontractor's total work force.

Instructions:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION:

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES:

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

**EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
WORKFORCE EMPLOYMENT UTILIZATION REPORT**

Submit the above completed form to:

**Empire State Development
Office of Contractor and Supplier Diversity
633 Third Avenue, 33rd Floor
New York, NY 10017**

General Instructions: The work force utilization (M/WBE 102) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
WORKFORCE EMPLOYMENT UTILIZATION REPORT**

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female



EXHIBIT G-4: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE UTILIZATION PLAN

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

Federal Employer Identification No. (FEIN):

Offeror's Name:

Region/Location of Work:

Offeror's Address:

Solicitation No.:

City, State, Zip Code:

Project No.:

Telephone No.:

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

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

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



EXHIBIT G-4: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE UTILIZATION PLAN

PREPARED BY (Signature): _____ DATE: _____ Preparer's Name (Print or Type): _____ Preparer's Title: _____ Date: _____ SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	TELEPHONE NO.:	EMAIL ADDRESS:
	** FOR OCSD-M/WBE USE ONLY **	
	REVIEWED BY:	DATE:
	UTILIZATION PLAN APPROVED? <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	
	Contract No.: _____	
	Project No. (if applicable): _____	
	Contract Award Date: _____	
	Estimated Date of Completion: _____	
	Amount Obligated Under the Contract: _____	
	Description of Work: _____	
	NOTICE OF DEFICIENCY ISSUED? <input type="checkbox"/> YES <input type="checkbox"/> NO Date of Issue: _____	
	NOTICE OF ACCEPTANCE ISSUED? <input type="checkbox"/> YES <input type="checkbox"/> NO Date of Issue: _____	



EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY WAIVER REQUEST FORM

Waiver Applicant		
Offeror / Contractor Name:	Fed ID No.:	
Address:	Solicitation/Contract No.:	
City, State, Zip Code:	M/WBE Goals: MBE: ___% WBE: ___%	
<p><u>By submitting this form and the required information, the offeror / contractor certifies that every "Good Faith Effort" has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract. Review 5 NYCRR §142.8, Contractor's Good Faith Efforts, on page 2 of this form for the precise definition of "Good Faith Effort".</u></p>		
<p>Contractor is requesting a:</p> <p>1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial</p> <p>2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial</p> <p>3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development).</p> <p>Date of such filing with Empire State Development Corporation: ___</p>		
<p>PREPARED BY (Signature): _____ Date: _____</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</p>		
Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:
Submit with the bid or proposal or if submitting after award submit to: Empire State Development	***** FOR M/WBE USE ONLY *****	
	REVIEWED BY:	DATE:



**EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
WAIVER REQUEST FORM**

<p>Office of Contractor and Supplier Diversity 633 Third Avenue, 33rd Floor New York, New York 10017</p>	<p>Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver</p> <p><input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional</p> <p><input type="checkbox"/> Notice of Deficiency Issued ___</p> <p>* <u>Comments:</u></p>
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EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WAIVER REQUEST FORM

5 NYCRR §142.8 - Contractor's Good Faith Efforts

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



**EXHIBIT G-6: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT**

PROJECT SPONSOR/DEVELOPER
(or "REPORTING COMPANY"):

FEDERAL EIN #:

ADDRESS:

TOWN/COUNTY/ZIP:

CONTACT PERSON:

TELEPHONE:

EMAIL:

ESD/OCSD REPRESENTATIVE:

PROJECT NAME:

PROJECT #:

PROJECT START DATE:

PERCENT COMPLETE:

ACTUAL COMPLETION DATE:



EXHIBIT G-6: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT

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

Table with 8 columns: PRIME CONTRACTOR (Federal EIN #, Firm's Name, Address, Contact Person, Title and Phone # with area code), CONTRACT AMOUNT, M/WBE SUBCONTRACTOR (Federal EIN #, Subcontractor Name, Address, Contact Person, Title and Phone # with area code), SCOPE OF SERVICES, M/WBE CONTRACT AMOUNT, M/WBE PAYMENTS PREVIOUSLY REPORTED, M/WBE PAYMENTS ON CURRENT REPORT, TOTAL M/WBE PAYMENTS TO DATE.

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

SIGNATURE: _____

DATE: _____



**EXHIBIT G-6: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT**

SUBMIT REPORT TO: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
EMPIRE STATE DEVELOPMENT
633 THIRD AVENUE, 35th FLOOR
NEW YORK, NY 10017

Completed Exhibits may also be emailed directly to OCSD at ocsd@esd.ny.gov. All email submissions must include the name and contact information of the individual or firm submitting the information.

QUESTIONS? Please contact the OCSD’s Project Managers or email the division at ocsd@esd.ny.gov.

Danah Alexander Project Manager, OCSD	Denise Ross Project Manager, OCSD	Edwina Telemaque Project Manager, OCSD	Geraldine Ford Project Manager, OCSD	Jazmin Thomas Project Assistant, OCSD
(212) 803-3244 danah.alexander@esd.ny.gov	(212) 803-3226 denise.ross@esd.ny.gov	(212) 803-3109 edwina.telemaque@esd.ny.gov	(716) 846-8205 geraldine.ford@esd.ny.gov	(212) 803-3571 jazmin.thomas@esd.ny.gov
NYC – Bronx, Brooklyn, Queens Long Island	Capital District Mid-Hudson	Central New York Southern Tier	Finger Lakes Western New York	ESD Procurement Contracts ESD Subsidiaries – QWDC, ESNMC
North Country	NYC-Manhattan, Staten Island	Contracts: DED Procurement Contracts	ESD Subsidiaries – ECHDC, USA Niagara	
Mohawk Valley	Client: College of Nanoscale Science & Engineering (New York Polytechnic)			
ESD Subsidiaries – AYCDC, HCDC, MSCD				

EXHIBIT H: REPORT OF EMPLOYMENT

Intentionally Deleted

EXHIBIT I: SPECIAL PROVISIONS

In the event of any conflict between Exhibit A of this Agreement and any other provisions of this Agreement, the terms of such other provisions shall govern.

Neither the Grant, nor any equipment or facility funded in part or whole by the Grant, shall be used at any time or in any manner for religious worship, instruction or proselytizing.

All references to "Project Location" shall mean "Project Locations."

The following sections of the Terms and Conditions of this Agreement are waived: Section 2; Section 3(e); the reference to "Exhibit H" in Section 4(a); Section 4(c); Section 8(i); Section 9(a)(iv); and Section 9(a)(vii).

It is noted that ESD Design & Construction approval is not needed for payment requests.

It is noted that Exhibit A, Project Budget, should read as follows:

138 Court Street

Financing Uses	Amount	Financing Sources	Amount	Percent
Construction/Renovation	\$136,250	ESD Grant	\$122,625	90%
		City Equity*	13,625	10%
Total Project Costs	\$136,250	Total Project Financing	\$136,250	100%

**Source of equity is funds from the buildings' owner.*

152-154 Court Street

Financing Uses	Amount	Financing Sources	Amount	Percent
Construction/Renovation	\$358,725	ESD Grant	\$322,853	90%
		City Equity*	35,872	10%
Total Project Costs	\$358,725	Total Project Financing	\$358,725	100%

**Source of equity is funds from the buildings' owner.*

170 Court Street

Financing Uses	Amount	Financing Sources	Amount	Percent
Construction/Renovation	\$605,025	ESD Grant	\$544,522	90%
		City Equity*	60,503	10%
Total Project Costs	\$605,025	Total Project Financing	\$605,025	100%

**Source of equity is funds from the buildings' owner.*

Res No. 5

October 30, 2019

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Approving the Participant Grant Agreement with S&J Properties LLC for the Restore NY V Project Known as Court Street Commons

At the November 4, 2019 meeting, the City Council considered a resolution approving the Grant Disbursement Agreement between the City and New York State Urban Development Corporation dba Empire State Development (ESD) for Restore NY V grant funding for the project known as Court Street Commons. If the City Council approved the agreement with ESD, it should then consider the attached resolution approving the Participant Grant Agreement between the City and S&J Properties, LLC.

As background information on this project, the City Council, at its October 10, 2017 meeting, selected the Court Street Commons redevelopment project as the project for which the City would apply for Restore NY grant funding through ESD on behalf of the project developer and property owner, S&J Properties, LLC. The project scope includes the rehabilitation of 138, 152-154 and 170 Court Street including façade improvements, adding up to 18 market-rate apartments, renovating 7,540 square feet of commercial space, as well as surrounding site improvements. On April 19, 2018, the City was notified by ESD of the \$990,000 grant award for the project.

Since then, the project has been approved by the ESD Board of Directors and the Public Authorities Control Board. The Grant Disbursement Agreement has been developed and other various steps have been taken to get the project under contract. The next step is for the City to enter into a Participant Grant Agreement with S&J Properties, LLC so that the City can reimburse the developer for the work that is performed on the project.

A Participant Grant Agreement between the City and S&J Properties, LLC has been prepared and is attached for City Council consideration. The agreement outlines the term of the agreement, project costs and reimbursement procedures. The attached resolution approves the agreement and authorizes the City Manager to execute it on behalf of the City.

ACTION: City Manager recommends approval.

RESOLUTION

Page 1 of 2

Approving the Participant Grant Agreement with S&J Properties LLC For the Restore NY V Project Known as Court Street Commons

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has been awarded \$990,000 in grant funding from the New York State Urban Development Corporation dba Empire State Development (ESD) through Round V of the Restore NY Grant Program for the Court Street Commons Project, and

WHEREAS at its November 4, 2019 meeting, the City Council of the City of Watertown considered a resolution approving the Grant Disbursement Agreement between the City and New York State Urban Development Corporation dba Empire State Development (ESD) for the project, and

WHEREAS the Court Street Commons Project will include the rehabilitation of 138, 152-154 and 170 Court Street including façade improvements, adding up to 18 market-rate apartments, renovating 7,540 square feet of commercial space, as well as surrounding site improvements, and,

WHEREAS it is necessary for the City to enter into a Participant Grant Agreement with S&J Properties, LLC, for the project, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby approves the Participant Grant Agreement with S&J Properties, LLC, for the Restore New York V grant in an amount not to exceed \$990,000 for the Court Street Commons Project, and

BE IT FURTHER RESOLVED that the City Manager, Richard M. Finn, is hereby authorized and directed to execute the Agreement on behalf of the City Council and any

RESOLUTION

Page 2 of 2

Approving the Participant Grant Agreement with S&J Properties LLC For the Restore NY V Project Known as Court Street Commons

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

other certifications or documents required to administer the grant.

Seconded by:

RESTORE NEW YORK PROGRAM
PARTICIPANT GRANT AGREEMENT

This Agreement is made effective as of the ____ day of _____, 2019, by and between the City of Watertown (“City”), with an office at 245 Washington Street, Watertown, NY, and S&J Properties of Watertown, LLC (“Owner”), residing at or having a principal place of business at 150 Court Street, Watertown, NY.

WITNESSETH:

WHEREAS, the City is the recipient of a grant in an amount of \$990,000 awarded by the New York State Urban Development Corporation d/b/a Empire State Development (“ESD”) for the project designated as Court Street Commons Redevelopment RESTORE NY V for the purpose of reimbursing the principal sum of the construction and development costs (the “Grant”) to Owner; and

WHEREAS, the City has entered into an Agreement with ESD to distribute and administer funds for projects under the Restore New York Program (“Program”) to eligible properties selected in accordance with Program guidelines; and

WHEREAS, the City must administer the distribution of grant funds to Owner for the project in accordance with all the terms and conditions of the Grant Disbursement Agreement with ESD, and the regulations promulgated thereunder, and ESD’s applicable rules, regulations, policies and procedures, as amended from time to time; and

WHEREAS, Owner acknowledges the City’s obligations to ESD, and intends to complete improvements of the properties located at 138, 152-154 and 170 Court Street, Watertown, NY as described in Owner’s Application for funding to ESD as set forth in the attached Exhibit “A”, using funds to be provided through the Program being administered by the City pursuant to the Grant Disbursement Agreement,

WHEREAS, as of October 28, 2019, Owner claims that project work has been performed prior to the execution of this Agreement, but pursuant to and in the spirit of the Program, in an amount valued at \$637,886.55, and that said amount has been previously and duly paid for by Owner to its contractors, which work and proof of payment Owner acknowledges are subject to City inspection and review pursuant to this Agreement,

NOW, THEREFORE, the City and the Owner agree as follows:

1. **Term.**
The period of performance for all Owner activities assisted pursuant to this Agreement shall be 3 years, commencing on the effective date of this Agreement and ending on December 31, 2022 (“Term”), unless sooner terminated as provided for herein.
2. **Owner’s Representations.**
Owner hereby expressly represents that he/she/it is the owner of the premises designated herein for improvement and rehabilitation and that, as the Owner, he/she/it has all lawful authority required to execute this Grant Agreement, which shall be binding upon the Owner and/or its successors and assigns.

3. **Project Costs.**

- a) Owner is required to obtain at least two bids for each separate construction project or professional service to establish the reasonableness of project costs. All bidders must have equal access to relevant information, including information on the property itself. The process shall be free of collusion or intimidation.
- b) The City agrees to reimburse Owner for a percentage of its project costs described in Exhibit A to this Agreement and the agreed-upon Scope of Work outlined in Exhibit A to the Grant Disbursement Agreement. Any modification, amendment or rescission of the project costs must be requested in writing, and approved in writing by the City and ESD.

4. **Reimbursement.**

- a) The Program operates fully as a reimbursement program and Owner is responsible for paying for all agreed upon repairs, and payment of grant funds will be made only upon satisfactory completion of building projects and payment of renovation expenses.
- b) No reimbursement shall be paid to Owner pursuant to this Agreement, including work performed prior to signing this Agreement, until an inspection of the work has been completed by the City, its representative(s) or agent(s). All completed work shall comply with all applicable building codes and standards.
- c) To substantiate work costs, Owners must provide written contracts, bank documents, copies of invoices for materials and labor, cancelled checks, lien releases, and any other documents deemed necessary by the City to maintain effective internal controls. Cash payments will not be reimbursed.
- d) The City agrees that it will pay Owner by checks payable solely to "S&J Properties of Watertown, LLC", within seven (7) business days following receipt by the City from ESD, each of the net payments which the City as grantee shall receive under the terms and conditions of the Grant, up to the total sum of \$990,000.

5. **Inspection of Work: Unsatisfactory Work.**

Owner agrees that the City shall at all times have access to the job site and premises for the purpose of inspecting and reviewing the renovation work. In the event that Owner or the City shall determine at any time that there exists unsatisfactory work, Owner shall notify the contractor in writing of the existence of such (sending copies to the City and any other interested parties), and the contractor shall correct such work within twenty (20) calendar days after receipt of said notice. In the event that the contractor fails or refuses to complete such corrections in the work within said period of time or within a reasonable period of time thereafter, then Owner shall solicit bids from two (2) or more alternative contractors to complete such corrections. Within a reasonable period of time after receiving said bids, the Owner shall engage a remedial contractor to complete such corrections.

6. **Regulatory Period.**

Owner, for a period of five (5) years from project completion ("Regulatory Period"), shall take all necessary steps to ensure that the property improved under the Program is maintained in good condition.

7. **Termination.**

In the event the Program or the City shall for any reason cease to exist or terminate prior to the completion of the work to be performed as specified in this Agreement, or in the event the principal of Owner shall die or Owner shall go out of business or the ownership of the properties changes prior to the completion of such work, the City may terminate its obligation(s) hereunder to Owner by reimbursing Owner (or its heirs or successors) for the work satisfactorily completed prior to the date of any such termination, death, or change in ownership. Upon such payment to Owner, the City shall be released and discharged from any further claim on behalf of Owner pursuant to this Grant Agreement. Any remaining funds of Owner held by the City shall be released and discharged from any further claim on behalf of Owner, and returned to ESD.

8. **Compliance with Local Laws and Codes.**

Any contract or agreement to be executed relative to the work contemplated by this Grant Agreement shall require that Owner give all notices required by, and comply with, all applicable laws, ordinances, regulations and codes of the City of Watertown, the State of New York, and the United States, and shall at its own expense, secure and pay the fees or charges for all permits required for the performance of the work.

9. **Notice of Investigation or Default.**

Owner shall notify the City within five (5) calendar days after obtaining knowledge of: (i) the commencement of any investigation or audit of his/her activities by any governmental agency; or (ii) the alleged default by Owner under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the project; or (iii) allegation of ineligible or prohibited activities. Upon receipt of such notification, the City and ESD may, in its discretion, withhold or suspend payment of Program funds for a reasonable period of time while a review of activities and expenditures is conducted.

10. **Default.**

(a) If an Event of Default as defined below shall occur, all obligations on the part of the City to make any further payment of Program funds shall, if the City so elects, terminate and the City may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the City may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.

(b) The following shall constitute an Event of Default hereunder:

(i) if Owner fails, in the opinion of the City, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, or the Program policies and procedures established by ESD or the City;

(ii) if at any time any representation or warranty made by Owner shall be incorrect or materially misleading;

(iii) if Owner has failed to complete such improvements within the Term.

(c) Upon the happening of an Event of Default, the City may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the City from pursuing any other remedies contained herein or otherwise provided at law or in equity:

(i) Terminate this Agreement, provided that Owner is given at least ten (10) business days prior written notice.

- (ii) Withhold or suspend payment of Program funds.
 - (iii) Recapture any Program funds disbursed to Owner on a pro rata basis over the Regulatory Period. The amount to be recaptured shall be determined by reducing the original amount of Program funds disbursed to Owner by one fifth (1/5th) for each year of the Regulatory Period Owner was in compliance with this Agreement.
 - (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising Owner to suspend, discontinue or refrain from incurring costs for any activities in question or requiring Owner to reimburse the City and ESD for the amount of Program funds expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the City for any reason, or upon the closeout of the Program, the City shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the City of its obligation to pay for services properly performed by Owner prior to such termination. Notwithstanding any such termination or closeout, Owner shall remain liable to the City for any unspent Program funds, the expenditure or use of Program funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by Owner. The City shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Program funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

11. Indemnification.

Any contract or agreement to be executed in furtherance of this Grant Agreement shall require Owner's contractor to defend, indemnify and hold harmless Owner, the City of Watertown and ESD from liability for any claim for injury or damages to persons including the contractor and his/her employees, subcontractors and agents, or property, resulting from any work performed under this Agreement. As proof of this coverage, Owner must provide the contractor's certificates of insurance reflecting such coverage at the time of signing this Agreement.

12. Assignment.

Owner shall not assign this Grant Agreement without the prior written consent of the City and any such request for assignment of said Grant Agreement must be addressed to the City.

13. Waiver of Liability.

Nothing in this Agreement nor any act of the City, or ESD, including but not limited to, an inspection of work, approvals given, permits issued or payments made, shall be construed as a warranty for the work performed under this Grant Agreement, and Owner hereby expressly waives any such claim.

14. Modification and Amendment.

This Agreement shall be construed under the laws of the State of New York, and may be modified or amended only by a written instrument executed by both Owner and the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

City of Watertown

S&J Properties LLC

Signature → _____

Signature → _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Round 5

RESTORE NY COMMUNITIES INITIATIVE

Municipal Grant Program

Prepared for:
City of Watertown

Proposal Due Date: 3:00 p.m. – Friday, December 15, 2017

EMPIRE STATE DEVELOPMENT CORPORATION (ESDC)

**Attn: Molly Bauer
625 Broadway
Albany, NY 12245**

NYS Consolidated Funding Application
Legal Name of Applicant: City of Watertown
Project Name: Court Street Commons Redevelopment
Application Number 78067
Registration Email: Inorris@strategicdevelopmentsspecialists.com
File created December 13, 2017 - 03:40 PM
Application finalized on December 13, 2017 - 03:39 PM

Region

North Country

Questionnaire Questions & Answers

Threshold

Restore New York Communities Initiative - Round 5

Q_4599 Is the applicant an official from a qualifying municipality? See Scoring Tips for qualifying municipalities

Locked.

Yes

Q_4953 Did you submit an Intent to Apply form to Empire State Development?

Locked.

Yes

Q_5415 Are all buildings in this project classified as vacant, abandoned, condemned or surplus?

Locked.

Yes

Location

Q_184 NYS Assembly District where the project is located. (This questions value will be filled automatically, based on the project address, when the application is finalized.)

Locked.

0

Q_190 NY Senate District where the project is located. (This questions value will be filled automatically, based on the project address, when the application is finalized.)

Locked.

0

Basic

General Project Information

Q_550 If you are a DBA, what is your DBA name?

Locked.

No Answer

Q_556 Select an applicant ID type from the list below that you normally use to identify your organization on application forms.

Locked.

Federal Tax ID Number

Q_2655 Based on your selection from the previous question, enter your applicant ID number. (Please do not provide your social security number).

Locked.

15-6000419

Q_969 If you are a business, have you been certified as a New York State Minority or Women-owned Business Enterprise (MWBE)?

Locked.

N/A

Q_6114 Applicant City

Locked.

City of Watertown

Applicant

	Answer
Legal Name	Locked. City of Watertown

Applicant First Name	Locked. Sharon
Applicant Last Name	Locked. Addison
Street Address	Locked. 245 Washington Street
City	Locked. Watertown
State	Locked. NY
Zip Code (use ZIP+4 if known)	Locked. 13601
Telephone Number (include area code)	Locked. 315.785.7730
Email Address	Locked. saddison@watertown-ny.gov

Contacts

	Primary Contact	Contact Authorized to Execute Contract if Awarded	Additional Contact
Salutation	Locked. Ms.	Locked. Ms.	Locked. No Answer

First Name	Locked. Sharon	Locked. Sharon	Locked. No Answer
Last Name	Locked. Addison	Locked. Addison	Locked. No Answer
Title	Locked. City Manager	Locked. City Manager	Locked. No Answer
Organization	Locked. City of Watertown	Locked. City of Watertown	Locked. No Answer
Street Address	Locked. 245 Washington Street	Locked. 245 Washington Street	Locked. No Answer
City	Locked. Watertown	Locked. Watertown	Locked. No Answer
State	Locked. NY	Locked. NY	Locked. No Answer
ZIP Code	Locked. 13601	Locked. 13601	Locked. No Answer

Telephone Number	Locked. 315.785.7730	Locked. 315.785.7730	Locked. No Answer
Email Address	Locked. saddison@watertown-ny.gov	Locked. saddison@watertown-ny.gov	Locked. No Answer

Q_6048 Does your project advance downtown revitalization?

Locked.
Yes

Q_6047 If Yes, please detail how it will attract and retain residents, visitors and businesses and transform neighborhoods.

Locked.

Court Street comprises one of the busiest Public Square radial corridors. The proposal seeks to create modern standard commercial and retail space to attract new and expanding businesses to the City's core while also adding up to 18 market-rate apartments to enhance options for downtown residency. Past years of disinvestment can still be seen on Court Street as these remaining buildings and facades wait to be improved. Continuing the path of progress in rehabilitating and restoring Public Square, these key properties will help complete Downtown's total and cohesive transformation.

Project Description

Q_575 Project Description. Concisely describe the project, indicating the location, what will be planned, designed, acquired, and/or constructed, the issues/opportunities to be addressed, and expected outcomes and deliverables. Additional details will be collected later in the application process.

Locked.

S&J Properties of Watertown, LLC, one of the area's most successful downtown developers, has helped to set the standard for Public Square's rehabilitation and transformation. With extensive experience in turning the tide of downtown properties, S&J continues its efforts to carry the path of progress through remaining key Public Square Properties. The proposal is even more poignant and viable with the City's recent 2017 designation for the Downtown Revitalization Initiative funding for the North Country Region. The proposal seeks to remove blight and assist in the rehabilitation of 3 buildings located in downtown Watertown, just west of Public Square. The buildings, located at 138, 152, and 170 Court Street represent a total of 42,693 SF. The mostly vacant buildings will be renovated into mixed-use facilities with a blend of retail, commercial, and market-rate residential. This project will remove blight by completing facade restorations on all buildings, add up to 18 market-rate apartments, renovate 7,540 SF of commercial space, and include surrounding site improvements. Adding to the project's significance, the buildings are located within the Watertown Empire Zone, the City's Local Waterfront Revitalization Program target area, and are all listed as contributing buildings in the Public Square Historic District. Once completed, the project will help to attract commercial investments, improve housing stock, and revitalize the downtown core. Overall, this project carries Downtown Watertown's path of progress forward in a cohesive, consistent, and transformational manner.

Q_976 Statement of Need

Locked.

While S&J has already invested in acquiring the proposed sites, and first phase restoration work is underway, the achievable scope of work will directly correlate to the impact of the transformation. To keep pace with Downtown's transformation, including the demand for new downtown businesses and additional market-rate housing, this project will need State participation to be launched without the need to push construction into multiple phases spanning multiple years. The developer has already invested nearly \$2 million in the project and presents a 10% match for purpose of this application in the amount of \$110,000. Funding award in the amount of \$990,000 towards the total project cost of \$1,100,000 will help S&J Properties take on the entire project encompassing 3 buildings with completion in under 2 years while remaining fiscally sound.

Q_930 Explain what makes your project a regional economic priority - for example creates jobs, economic investment, sustainability and community revitalization, government efficiency or consolidation etc.

Locked.

Strengthened by the City of Watertown's recent designation as the North Country's Downtown Revitalization Initiative recipient, the demand for complete transformation of downtown Public Square is building momentum daily and public interest is at an all-time high. The proposal seeks to continue a string of prominent revitalization efforts and leverage the multitude of public and private investments that have been made, and are continuing to be made in Downtown Watertown. The project is a regional economic priority in its capacity to attract, expand, and maintain downtown businesses and commercial investments while also attracting new residents to the proposed sites. In a meaningful way, this project will leverage other area investments, improve local housing stock, and remove remaining blight from Public Square.

Q_2366 How does your project align with the Regional Economic Development Council's Strategic Plan/Upstate Revitalization Initiative Plan? (strategic plans are located at <https://regionalcouncils.ny.gov/>)

Locked.

The sites are of regional and historical significance in target areas for economic reinvestment; they form a critical artery of the recently awarded DRI and will draw in businesses/residents, while increasing access to over 42K SF of improved mixed-use space Downtown. Specifically, the project advances the NCREDC's Strategic Plan goals for Community Development (pg.50) Strategy 1-...achieving the NCREDC's Vision of tourism, housing, arts, culture and infrastructure improvements; ...utilizing...programs to improve the housing stock and provide employment for local contractors. Also, it enlists Downtown as an incubator (pg.74) Vision: Attract and nurture entrepreneurial pioneers to cultivate innovative clusters...and catalyze the highest per capita rate of small business start-ups...Strategy: Foster development of small businesses.

Q_929 Current State of Project Development (i.e. planning, preliminary engineering, final design, etc. You may enter N/A for non-project related applications)

Locked.

Planning and Securing Funding

Q_975 Estimated Project Timeline: including project start/completion dates, estimates for design, permitting and construction or other major steps. (You may enter N/A for non-Project related

applications)

Locked.

The project timeline is contingent upon grant award. The project has an estimated 12 month construction period.

Q_5604

Estimated Project Timeline: including project start/completion dates, estimates for design, permitting and construction or other major steps. (You may enter N/A for non-Project related applications)

Locked.

The project timeline is contingent upon grant award. The project has an estimated 12 month construction period.

Q_580

Provide a list of all federal, state, and local reviews, approvals, or permits needed or completed, including the dates when they are expected to be completed or were completed. If Not Applicable, indicate "NA".

Locked.

Building Permit from the City of Watertown Code Enforcement Office; Site Plan Approval by the City of Watertown, Planning Board, and City Council - anticipated to be completed by February 2018.

Q_2364

What is the status of State and/or Federal Environmental Review? If review of the project is underway or completed pursuant to the State Environmental Quality Review Act (SEQRA) or National Environmental Policy Act (NEPA), please indicate the lead agency (if applicable).

Locked.

SEQR will be completed upon grant award.

Q_1054

If National Environmental Policy Act (NEPA) Record of Decision has been issued, please explain (include date of Record of Decision).

Locked.

No Answer

Prior CFA Funding

Q_2362

If funding was awarded in prior CFA rounds, what were the CFA numbers for which funding was awarded? (separate multiple CFA numbers with commas)

Locked.

No Answer

Q_4160

For each program to which you are applying under the CFA, explain your strategy for proceeding if the full amount of requested funding, required matching funds, and temporary financing are not secured as expected, or committed sources become unavailable. This explanation must address any proposed project phases, and both CFA and non-CFA sources of funds.

Locked.

The Court Street Commons Redevelopment, as proposed, will take significant investment on behalf of

the developer to become a reality. Partnership and support from the Restore NY program is sought in order to keep the project on a timely schedule while also keeping a thorough scope of work and prevent the project from being broken into multiple phases spanning multiple years. With several development projects underway, Restore NY funding will ensure the developer's liquidity and capacity to overcome any unforeseen hurdles to completion. Delays could negatively affect both the anticipated economic benefits of the redevelopment as well as the public interest and momentum towards the revitalization of Downtown Watertown. The City is eager to reach the next level in its revitalization efforts, and transformation of the Court Street properties and facades are a critical, highly visual component of this process. Without program funding, the developer will likely scale the project while phasing it over the next 4-6 years or until support can be obtained. In short, Restore NY funding allows the developer to make the biggest economic impact in the shortest period of time.

Standard Question

Restore New York Communities Initiative - Round 5

General Information

Q_4609 Legal name of Applicant/Municipality

Locked.

City of Watertown

Q_4610 Type of Municipality

Locked.

City

Q_4611 NYS Unemployment Insurance Tax #

Locked.

15-6000419

Q_4613 Provide a brief description of the Municipality's history. Limit description to one page.

Locked.

Watertown is a city in northern New York State and the county seat of Jefferson County. It is situated approximately 20 miles south of the Thousand Islands, and 70 miles north of Syracuse, NY. According

to 2014 census data, the City has a population of 27,590. For purposes of this application, the City is identified as "moderately distressed". The U.S. Army post at Fort Drum is near the City and the City serves as the main retail, commercial, and cultural hub for the post's 15,000+ active duty soldiers and their family members. Named after the many falls located on the Black River, the City developed early in the 19th century as a manufacturing center. Ever since the City was settled in the early 1800s and to this day, many major transportation routes coming from all directions converge on the City of Watertown. Downtown Watertown remains a central activity node that epitomizes the City's present and historic prominence as the commercial and industrial center of the region. The City claims to be the birthplace of the five and dime store and the safety pin, and is the home of Little Trees air fresheners. The first portable steam engine was manufactured in the City of Watertown. It has the longest continually operating county fair in the United States and hosts the Red and Black football

franchise, the oldest surviving semi-professional team in the United States. Located within Public Square, the Paddock Arcade carries the distinction of being the country's oldest, continuously operating covered shopping mall. These unique elements coupled with Watertown's rich history and architecture make it an appealing and storied destination. Most recently, the City of Watertown has been named as the 2017 North Country Region recipient of the State's famed Downtown Revitalization Initiative which makes \$10M available towards the continued revitalization, improvement, and transformation of Downtown Public Square. Furthered by this application, a plethora of recent past and continuing investments are being made to realize a truly vibrant city center which supports a growing portfolio of businesses and a healthy mix of residents and patrons.

Q_4612 Name of Project (a Project can have multiple properties)

Locked.

Court Street Commons Redvelopment

Statement of Need

Q_4901 Explain why Restore NY funds are being requested. Include the impact Restore NY funding would have on the projects success and provide supporting documentation where applicable. Use one or more of the following as a guide to your answer: Financial Gap: Explain how sufficient funds cannot be obtained from other sources to complete the project without Restore NY funding. Feasibility: Explain how the project cannot go forward on the basis of terms offered by private and/or public funding sources. Include terms imposed by other sources and why these will not allow the project to proceed.

Locked.

Restore NY funds are being sought to promote the project's feasibility. The proposal spans 3 buildings totaling over 42,000 SF. This is an immense undertaking and involves coordinating time, materials, and resources while also ensuring continued usability for the few existing tenants, neighboring tenants, and those who travel Court Street, whether on foot or by car, daily. Without assistance, the developer will need to spread the project out over multiple years. This not only softens the economic impact, but as with any large endeavor, it invites risk including but not limited to a longer timeline for unforeseen problems to arise, a longer period of time where the buildings have sub-par conditions or inaccessibility, and a marked slowdown in Downtown revitalization momentum and public interest. Without Restore NY funding, the proposal may still go forward, however it will be on a much lesser scope/scale and will expand to a timeline of at least 5 years, if not more. Restore NY funding will help to ensure this project advances to completion while invigorating nearby development projects, improving local housing stock and housing values, and leveraging the multitude of other public and private investments being made in Downtown Watertown. The impact of a timely execution will be seen in both increasing public interest and the perceived success of developers and businesses who invest in Downtown's revitalization - encouraging others to join in the effort.

Special Project

Q_6782 Are you applying for a special project?

Locked.

No

Q_5252 Please provide Name and Address of Development company selected for this project.

Locked.

S&J Properties of Watertown, LLC 150 Court St., Watertown, NY 13601

Q_5341

Describe the selection process used to determine the primary entity conducting the project (Private Developer, Municipality or Other).

Locked.

With S&J Properties of Watertown, LLC as the owner of the Court Street Commons proposal sites, a public selection and bidding process was not necessary. Given the long and successful development history of S&J Properties, and in consideration of the developer's role in Downtown's revitalization, the City of Watertown is confident in the company's abilities to effectively complete this project.

Project Readiness and Feasibility

Q_4637

Has the State Historic Preservation Office (SHPO) consultation process been initiated?

Locked.

Yes

Q_5342

Describe the status of the SHPO consultation process?

(This question is associated with your answer selection in question: Q_4637)

Locked.

A thorough SHPO project review has been submitted to the NYS Office of Parks, Recreation &

Historic Preservation with the appropriate preliminary actions initiated on the SHPO website. As of December 8, 2017, a preliminary response from the NYSOPRHP had been received; the letter stated "We have reviewed the project submission received on 12/4/2017. We understand that the project is in the process of applying for Restore NY grant funding, and that full project details have not yet been developed. We look forward to receiving additional information once the project scope is completed." The project number 17PR08204.

Q_4638

Has the State Environmental Quality Review (SEQR) review process been initiated?

Locked.

No

General Information

Q_4598

Is at least 50% of the project located within a Brownfield Opportunity Area?

Locked.

No

Q_4969

Do you attest to follow State Historic Preservation Office (SHPO) guidelines and procedures for any properties that fall under their jurisdiction?

Locked.

Yes

Q_4970 Is at least 50% of the project in an Empire Zone Program- Investment Zone? See Scoring Tips for list of municipalities that have Empire Zone-Investment Zone addresses.

Locked.

Yes

Q_6783 Did the municipality receive funding under Round 1, 2, 3 or 4 of Restore NY?

Locked.

Yes

Q_6784 Please provide detailed project update (completed, on/behind schedule, surrounding circumstances, etc.).

(This question is associated with your answer selection in question: Q_6783)

Locked.

The City of Watertown has received funding under each previous round of the Restore NY Program. Construction on all of the projects, except for Round 4, has been completed. Details on funding and project scopes are as follows:

Restore NY Round 1

Franklin Building, 50 Public Square, \$1,550,000

Project Scope - Renovate the building to include 16 new apartments and commercial space on the first floor.

Restore NY Round 2

Riverview Plaza, 497 Newell Street, \$1,006,147

Project Scope - Renovate the building to include 30 new loft style apartments and commercial space on the first floor.

Restore NY Round 3

Woolworth Building, 11 Public Square, \$2,500,000

Project Scope - Renovate the building to include 50 new apartments and commercial space on the first floor.

Restore NY Round 4

Masonic Temple, 242 Washington Street, \$500,000

Project Scope – Rehabilitation of the building’s exterior, to include portico roof replacement, restoration of two supporting columns, construction of a new entrance, back wall replacement and basement window replacement. Preliminary construction has begun with regard to the stabilization certain elements of the building. Building plans will be completed this winter with construction starting in the spring.

Q_6787 Does the Round 5 project relate to either the Round 1, 2, 3 or 4 project?

Locked.

Yes

Q_6788 Explain how this project relates to a prior Restore NY project.

(This question is associated with your answer selection in question: Q_6787)

Locked.

The proposal is a critical part of the City's efforts to revitalize its downtown, particularly the properties within and adjacent to the City's Public Square. This project also leverages the City's recent Downtown Revitalization Initiative funding award while advancing shared local and regional goals.

Q_4964 Are any properties associated with this project located in an Economically Distressed Community?

Locked.

Moderately Distressed

Q_4604 Does the Municipality have a local revitalization or urban development plan?

Locked.

Yes

Q_5346 Provide date of last update.

(This question is associated with your answer selection in question: Q_4604)

Locked.

2010-01-02

Project Information

Q_4608 Describe how this project conforms to a local revitalization or urban development plan, or is otherwise architecturally consistent with nearby and adjacent properties.

Locked.

As a result of the Downtown Revitalization Initiative award, the City is currently undergoing a Downtown Watertown planning effort. Prior to this award, the City of Watertown had not engaged in any formal downtown planning efforts in a quarter-century. However, since the Public Square street reconstruction and streetscape project a decade ago, there have been a rapidly growing number of revitalization efforts completed throughout the downtown area. Four previous plans/studies were produced between 1983 and 1992. They include: Market and Development Opportunities for Public Square Sites (1983); Master Plan for the City Center Area (1986); The City of Watertown Main Street Program (1988); and City Center Streetscape Plan (1992). Additionally, the City has a draft Local Waterfront Revitalization Program from February 2010 which is in process of being updated. In relation to these planning efforts, in 2016, the City received a Department of State grant worth \$30,000 to fund a Downtown-Riverfront Connection Study which involves studying the feasibility of a riverfront connection within the application subject site area. Moreover, the currently developing

Downtown Revitalization Plan, coupled with the City's recent designation to receive Downtown Revitalization Initiative funding, leverages an array of public and private investments, such as the current proposal for the Court Street Commons Redevelopment, which induce investment in the downtown, revitalize the core of the City, and improve local housing stock. These forces are working in tandem to transform Downtown Watertown. The proposed redevelopment is consistent with a plethora of other rehabilitation and redevelopment efforts in the area in and surrounding the City's Public Square and conforms with the intended use, planning, and vision for this neighborhood. In the City's Downtown planning process, the City specifically seeks ways to attract and retain businesses and downtown housing while extending its capacity for placemaking and downtown identity creation. Renovating the Court Street buildings into mixed-use facilities featuring a blend of retail, commercial, and market-rate residential spaces is consistent with the revitalization goals and tenets vital to the complete revitalization of the City of Watertown's Downtown. Moreover, the buildings are located within the Watertown Empire Zone, the City's Local Waterfront Revitalization Program target area, and are all listed as contributing buildings in the Public Square Historic District.

General Information

Q_4603

Has the Municipality ever been or currently delinquent under the terms of any agreements with Empire State Development?

Locked.

No

Project Implementation

Q_4643

Will any other entity (local, state, federal agency or private investor) will be involved in implementation of the project?

Locked.

No

Project Information

Q_4614

Describe how this project will fulfill one or more of Restore NY's goals to

- (1) revitalize urban centers;
- (2) induce commercial investment; and/or
- (3) improve local housing stock.

Locked.

The Court Street Commons Redevelopment makes measurable progress on all three of Restore NY's goals. As part of a continuing string of redevelopment and rehabilitation in Downtown Watertown, the Court Street proposal represents a critical portion of Public Square. A popular street for pedestrians and one of the main arteries which contain a variety of unique businesses, Court Street is poised to undergo a rebirth that is consistent with the work that has been done or is underway in other sectors of Public Square. Specifically, the Court Street Commons Redevelopment signifies one of the main remaining geographical downtown areas to be improved for overall urban center revitalization. It is highly visible to the public and has been long-awaited. This project will redevelop 42,693 SF of prime space in the downtown and eliminate blight. The mostly-vacant buildings will be renovated into mixed-use facilities which include a blend of retail and commercial space, inducing an array of commercial investment and lending options to business owners as they continue to gravitate, relocate, expand within, or establish themselves downtown. Lastly, the project will significantly improve local

housing stock while fulfilling the City's goal to establish more downtown housing by adding up to 18 market-rate apartments. Facade restorations and surrounding site improvements will bolster the value of neighboring properties and elevate the property values in and around both Court Street and Public Square overall.

Project Information- Timeline

Project Timeline

	Task Description	Responsible Party	Anticipated Completion
1	Locked. Restore NY Award Notification	Locked. ESDC	Locked. 2018-02-01
2	Locked. Project Start Date	Locked. S&J Properties of Watertown, LLC	Locked. 2018-02-01
3	Locked. No Answer	Locked. No Answer	Locked. No Answer
4	Locked. No Answer	Locked. No Answer	Locked. No Answer
5	Locked. No Answer	Locked. No Answer	Locked. No Answer
6	Locked. No Answer	Locked. No Answer	Locked. No Answer
7	Locked. No Answer	Locked. No Answer	Locked. No Answer

8	Locked. No Answer	Locked. No Answer	Locked. No Answer
9	Locked. No Answer	Locked. No Answer	Locked. No Answer
10	Locked. No Answer	Locked. No Answer	Locked. No Answer
11	Locked. No Answer	Locked. No Answer	Locked. No Answer
12	Locked. Project Completion Date	Locked. S&J Properties of Watertown, LLC	Locked. 2019-02-28
13	Locked. Submit Final Report and Payment Request to ESDC	Locked. Municipality	Locked. 2019-04-01

Project Information- State and Federal Funding Sources

State and Federal Funding Sources

	Issuing Agency & Program Name	Amount Requested	Status of Application	Status of Funds
1	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
2	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer

3	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
4	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
5	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer

Project Information- Local, Private and Non-Profit Sources

Other Funding Sources

	Source	Amount Requested	Status of Application	Status of Funds
1	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
2	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
3	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
4	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
5	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer

Project Information

Q_4615

Describe how Restore NY funds will be used in this project.

Locked.

The proposal is for the interior and exterior renovation of all three properties and will include surrounding site improvements - making a grand impact on this highly visible, pedestrian-friendly street. For 138 Court Street, Restore NY funding will be used for the following purposes: prepare and finish blacktop parking; replace sidewalks; renovate 2nd and 3rd floor housing; replace or restore windows; and, restore and paint all exterior surfaces with elastomeric paint. For 152 Court Street, Restore NY funding will be used for the following purposes: prepare and finish blacktop parking; replace sidewalks; scrub, etch, and thoro seal basement walls; restore the entire storefront of 152-154 Court St.; replace or restore windows; restore and paint all exterior surfaces with elastomeric paint; renovate 2nd floor housing; build an access to the 2nd floor on the west side (steel stair with railing which will be framed with a metal roof); build classroom area on 2nd floor; restore the 3rd floor apartments; and, construct an outdoor public space as infill between 154 and 170 Court Street with stamped concrete and a decorative wall as a buffer to the parking area. For 170 Court Street, Restore NY funding will be used for the following purposes: prepare and finish blacktop parking; install graded concrete pad to eliminate step-ups and improve accessibility; replace sidewalks; scrub, etch, and thoro seal basement walls; restore the entire storefront of 170 Court St.; replace or restore windows; restore and paint all exterior surfaces with elastomeric paint; conduct roof repairs and improvements; restore 2nd floor; and, restore the entire interior space.

Q_4616

If the project is not fully funded, explain what other sources the municipality will seek or measures it will take, to fully fund, implement and complete this project.

Locked.

Having had wonderful success with past years of Restore NY funding, if not awarded in this round, the City and developer will seek funding support from the Restore NY program in future years (as delayed program partnership will likely result in ongoing phases of construction for this project). In addition to applying to future rounds, the City or developer may continue to seek support during the Empire State Development CFA process in mid-2018 as well as seek alternate sources of funding as available and appropriate to the project objectives and work scope. Funding and partnership from Restore NY has been wildly successful, well recognized by the Watertown community, and poignant in the developing story of the City's revitalization. The City hopes the partnership will continue along this path of progress.

Q_4617

Describe the measureable results and economic impact the municipality expects to achieve through this project. Include numbers of new or refurbished housing units and square footage of industrial and commercial space.

Locked.

The project specifically creates up to 18 market-rate apartments, renovates 42,693 SF of prime downtown space, renovates and readies 7,540 SF of commercial space, and removes blight by completing facade restorations and implementing general surrounding site improvements. By transforming 138, 152, and 170 Court Street, the project lends the City measurable results in the total transformation of the downtown core, and continues the geographical reach of downtown revitalization efforts - efforts which are consistent with a plethora of the City's goals and formal plans dating as far back as the 1980's. Further measurable results will derive from the businesses who establish themselves within the renovated space (creating jobs and increasing tax revenue) as well as the citizens who choose to take on residence in the apartments (increasing downtown interest, activity, and foot traffic).

Q_4618

Describe, and quantify where possible, how the project will facilitate effective and efficient use

of existing and further public resources so as to promote both economic development and the preservation of community resources.

Locked.

With the buildings located within the Watertown Empire Zone, the City's Local Waterfront Revitalization Program target area, and as contributing buildings in the Public Square Historic District, the proposal represents SMART planning and appropriate vision for redevelopment. By improving existing infrastructure and preserving historic community resources, the proposal is making effective and efficient use of Downtown Watertown's current footprint and brick and mortar resources. With the resurgence of America's Downtown, the proposal will support and induce downtown commercial investment and overall economic development for the City and region. The Court Street Commons are indicative of the downtown landscape and every measure to preserve them, while also making them useful in today's modern society, is an effort worthy of private and public support.

Q_4619

Describe, and quantify where possible, how the project will develop and enhance infrastructure and/or other facilities in a manner that will attract, create and sustain employment opportunities.

Locked.

The project creates over 7,500 SF of commercial space which will support new businesses and create a variety of new jobs. By creating options in placemaking and downtown identity, the renovated space will be attractive to businesses who seek to align their goals with those of the downtown revitalization. Businesses found in Downtown Watertown range from unique to innovative, and are almost always intrinsically community-oriented. As more and more people are attracted downtown and supporting the businesses found there, job opportunities at these companies will be supported, retained, and expanded. In short, the project induces commercial investment which goes hand-in-hand with new employment options and opportunities.

Q_4620

Describe any public comments, either for or against this project during the Public Hearing.

Locked.

There were no public comments from the hearing.

Project Readiness and Feasibility

Permits Needed- Restore NY

	Agency Name	Permit Name	Status
1	Locked. No Answer	Locked. No Answer	Locked. No Answer
2	Locked. No Answer	Locked. No Answer	Locked. No Answer

3	Locked. No Answer	Locked. No Answer	Locked. No Answer
4	Locked. No Answer	Locked. No Answer	Locked. No Answer
5	Locked. No Answer	Locked. No Answer	Locked. No Answer
6	Locked. No Answer	Locked. No Answer	Locked. No Answer

Q_4621

Indicate if an analysis of the following have been completed:

Locked.

No Answer

Q_4640

Are Green Construction techniques being employed?

Locked.

Yes

Q_5335

Does the project have a business plan?

Locked.

No

Q_4635

Has a Phase 1 Environmental Site Assessment been completed?

Locked.

No

Q_4661

Are there any other known environmentally sensitive issues affecting the project (e.g. endangered species, wetlands, etc.)?

Locked.

No

Overall Project Funding Request

Residential Properties

	Total # of Properties	Total Project Cost	Total Restore NY Request
Demolition/Deconstruction	Locked. No Answer	Locked. No Answer	Locked. No Answer
Rehabilitation/Reconstruction	Locked. No Answer	Locked. No Answer	Locked. No Answer
Total Residential	Locked. No Answer	Locked. No Answer	Locked. No Answer

Overall Project Funding Request- Commercial Properties

Demolition/Deconstruction

	Total # of Properties	Total Square Footage	Total Project Cost	Total Restore NY Request
Class A	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Class B	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Class C	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Class D	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Class S	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer

Rehabilitation/Reconstruction

	Total # of Properties	Total Square Footage	Total Project Cost	Total Restore NY Request
Office- Class A	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Office- Class B	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Office- Class C	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Office- Class D	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Light Mfg- Class A	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Light Mfg- Class B	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Light Mfg- Class C	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Light Mfg- Class D	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Retail- Class C	Locked. 3	Locked. 42693	Locked. 110000	Locked. 99000

Retail- Class D	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
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Total Commercial

	Total # of Properties	Total Square Footage	Total Project Cost	Total Restore NY Request
Total	Locked. 3	Locked. 42693	Locked. 1100000	Locked. 990000

Overall Project Funding Request- Hazardous Materials

Hazardous Materials Handling

	Total # of Properties	Total Square Footage	Total Project Cost	Total Restore NY Request
Asbestos Removal	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Lead Abatement	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer
Total HazMat	Locked. No Answer	Locked. No Answer	Locked. No Answer	Locked. No Answer

Overall Project Funding Request- Totals

Total Project Funding

	Total Project Cost	Total Restore NY Request
Total Residential	Locked. No Answer	Locked. No Answer
Total Commercial	Locked. \$1,100,000	Locked. \$990,000

Total HazMat	Locked. No Answer	Locked. No Answer
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Q_4954

Was an Environmental Impact Statement (EIS) requested or completed for any property associated with this project? If yes, one hardcopy of the Draft and Final EIS and the lead agency's Statement of Findings must be submitted to Empire State Development.

Locked.

No

State Environmental Quality Review (SEQR)

Q_4653

If a SEQR has NOT been completed for this property, explain the status of the SEQR review, provide the identity of the lead agency and date when the review is anticipated to be complete. See Scoring Tips for acceptable lead agencies.

Locked.

The City of Watertown will be the lead agency. The SEQR process is anticipated to be completed by March 2018.

State Environmental Quality Review Act (SEQRA)

Q_4644

Does your project involve any physical alteration to a site (including demolition) or to the exterior of a facility, change in the nature of the activity conducted at the project site or facility, or result in significant changes to the project site area's activity patterns?

Locked.

No

Q_4645

Does your project involve acquisition of real estate?

Locked.

No

Q_4646

Does your project involve infrastructure improvements, other than extensions of existing distribution systems in approved subdivision or site plans?

Locked.

No

Q_4647

Does your project involve renovation or new construction that will add more than 4,000 square feet or requiring a zoning or land use change with no other discretionary action?

Locked.

No

Q 4648

Does your project involve procurement of environmental regulatory permits?

Locked.

No

Q_4649 Does your project involve demolition of a building?

Locked.

No

Q_4651 Does your project involve alterations to (other than for preservation) or demolition of a building(s) listed on the State or National Register of Historic Places?

Locked.

No

State Historic Preservation Office (SHPO)

Q_4655 Does the project involve demolition or rehabilitation of a building(s) more than 50 years old?

Locked.

Yes

Q_4656 Does the project involve demolition or rehabilitation of a building(s) or new construction on or contiguous to a site listed on or eligible for listing on the State or National Register of Historic Places?

Locked.

Yes

Non Discrimination and Affirmative Action

Q_4900 It is the policy of the State of New York, and the ESDC, to comply with all federal, State and local laws, policies, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, gender identification, age, disability or marital status, and to take affirmative action in working with Contracting Parties to ensure that Minority and Women-owned Business Enterprises (MWBE's), Minority Group Members and women share in the economic opportunities generated by ESDC's participation in projects or initiatives, and/or the use of ESDC funds. ESDC's Non-Discrimination and Affirmative Action policy will apply to this contract. The selected municipality shall, to the extent permitted by law, agree to undertake a program of affirmative action as directed by and substantially in accordance with the affirmative action program of ESDC. If your project is approved for funding, where applicable, ESDC's affirmative action unit will implement an affirmative action program, including business and employment participation goals for minorities and women. Please identify the areas in which MWBE and/or minority and female workforces may be utilized.

Locked.

Construction Contracts

Certification

Q_1038

By entering your name in the box below, you certify that you are authorized on behalf of the applicant and its governing body to submit this application. You further certify that all of the information contained in this Application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving assistance for the project described in this application, are true, correct and complete to the best of your knowledge and belief. You acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

Locked.

Strategic Development Specialists

General Certifications

Q_2180

By entering your name in the box below, you certify and agree that you are authorized on behalf of the applicant and its governing body to commit the applicant to comply with the requirements of Article 15-A of the New York State Executive Law: Participation By Minority Group Members and Women With Respect To State Contracts by providing opportunities for MBE/WBE participation. You further certify that the applicant will maintain such records and take such actions necessary to demonstrate such compliance throughout the completion of the project.

Locked.

Strategic Development Specialists

Q_4955

By entering your name in the box below, you are acknowledging that ESD's Contractor & Supplier Diversity policy will apply to this project. You are further acknowledging that you are aware of ESD's agency-wide Minority and Women Business Enterprise ('MWBE') utilization goal of 30%. Please note that each project will be assigned an individual contract-specific goal, which may be higher or lower than 30%. Furthermore, you understand that, should this project receive a funding award, the Applicant shall be required to use good faith efforts to achieve the prescribed MWBE goals assigned to this project and failure to attain MWBE goal could result in grant amount being reduced.

Locked.

Strategic Development Specialists

Net New Jobs

No job answers necessary due to your associated programs.

Qualified Investments

No investment answers necessary due to your associated programs.

Total Project Cost

Total project cost: \$ 1100000

Funding Requested from Program

Program	Amount Requested
Restore New York Communities Initiative - Round 5	\$ 990000

Program Budget

Restore New York Communities Initiative - Round 5

Use	Source	Status	Amount	Indicate Source / Comments
Construction/Renovation	State	Anticipated	\$122625	Anticipated funding from Restore NY for renovations and site improvements at 138 Court St.
Construction/Renovation	State	Anticipated	\$544522	Anticipated funding from Restore NY for renovations and site improvements at 152 Court St.
Construction/Renovation	State	Anticipated	\$322852	Anticipated funding from Restore NY for renovations and site improvements at 170 Court St.

Construction/Renovation	Private	Secured	\$60503	S&J Properties financing through Watertown Savings Bank towards renovation costs for 152 Court Street
Construction/Renovation	Private	Secured	\$13625	S&J Properties financing through Watertown Savings Bank towards renovation costs for 138 Court Street
Construction/Renovation	Private	Secured	\$35873	S&J Properties financing through Watertown Savings Bank towards renovation costs for 170 Court Street

Attachment Questions & Answers

Restore New York Communities Initiative - Round 5

Q_5350 Attach the Property Assessment List as a .pdf document.

Locked.

3 Application Packet Part A - City of Watertown.pdf

[Download](#)

Project Implementation

Q_4915 Select primary entity that will conduct/execute the project plan:

Locked.

Private Developer

Q_4914 Attach a copy of the proposal submitted by that entity.

(This question is associated with your answer selection in question: [Q_4915](#))

Locked.

Court Street Developer Proposal.pdf

[Download](#)

Q_5338

Attach document describing the entities qualifications, credentials, prior results and a resume if available. Note: Attachment must be 1 (one) .pdf file including all information.

(This question is associated with your answer selection in question: [Q_4915](#))

Locked.

Steve Bradley - Resume.pdf

[Download](#)

Number of Properties

Q_5324

Please select the range that corresponds with the number of individual properties associated with your project.

Locked.

1-10 Properties

Q_5325

Properties 1-10: Attach one (1) zip file folder containing the Individual Property Packet .pdf and up to 2 (two) facade photos for each property. Name the files accordingly:

Zip Folder: "Properties 1-10 (Municipality Name)": Individual Property Packet (.pdf): "Individual Property Packet- Property (Number)- (Municipality Name)"

Example: "Individual Property Packet- Property 4- Paradise Village.pdf"

(This question is associated with your answer selection in question: [Q_5324](#))

Locked.

Individual Property Packets - Properties 1-3 - Court St. Commons.pdf

[Download](#)

Project Information

Q_4660

Attach a site map clearly identifying all targeted properties in this project.

Locked.

CourtStRestoreNY Map.pdf

[Download](#)

Project Readiness and Feasibility

Q_4624

Attach letter from the Local Planning/Zoning official stating that the project is compatible to local ordinances.

Locked.

Watertown Zoning Letter.pdf

[Download](#)

Q_4625

Attach copy of third party estimates for project costs.

Locked.

Watertown 3rd Party Estimates - ICC and GYMO.pdf

[Download](#)

Q_4758

Attach copies of five years of operating pro formas for the development project.

Locked.

Court Street Proformas.pdf

[Download](#)

State Environmental Quality Review Act (SEQRA)

Q_4652

If SEQRA review has been completed for this property, provide a copy of the Environmental Assessment Form (EAF), including Short EAF Parts 1, 2, and 3 or Full EAF cover page and Parts 1 and 2 (and Part 3, if completed), and the Negative Declaration.

Locked.

No attachment, cannot upload

Public Disclosure Documents

Q_4657

Attach proof of the publication of the Property Assessment List. Acceptable documentation is
(1) photocopies of all three of the advertisements showing the dates and publication and/or
(2) a signed receipt from the newspaper.

Locked.

Proof of Publication Watertown.pdf

[Download](#)

Q_4658

Attach proof of the publication of the Notice of Public Hearing to discuss Restore NY application.

Locked.

Proof of Publication Hearing Watertown.pdf

[Download](#)

Q_4659

Attach a true and complete copy of a Municipal Resolution finding that the proposed project is consistent with the municipality's local revitalization or urban development plan; that the proposed financing is appropriate for the specific project; that the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and where applicable, the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create and sustain employment

opportunities.

Locked.

Restore NY Resolution - Watertown.pdf

[Download](#)

Legend

[x] = Expired Program

Property Assessment List



Restore
New York

Application Checklist- Restore NY Communities Initiative

Municipal Name	City of Watertown		
Item	Yes	N/A	
5 years operating pro formas	X		
Application fee payable to Empire State Development Corporation	X		
Property Assessment List	X		
Project Site Map	X		
Individual Property Packet for all properties	X		
Up to 2 Façade Photos for all properties	X		
Letters from local planning/zoning officials stating project compliance	X		
Written commitment(s) for project financing	X		
3 rd Party Project Estimates	X		
Credentials of individuals and/or lead entities involved in project	X		
Non-municipal entity Project Proposal	X		
SEQR Environmental Assessment Form (EAF)		X	
SEQR Negative Declaration		X	
EIS Findings Statement		X	
SHPO Review Materials	X		
Proof of Publication of Property Assessment List	X		
Proof of Publication of Public Hearing Notice	X		
A true and complete copy of the Municipal Resolution	X		

Developer Proposal

138-170 Court Street Properties Renewal Project

If chosen for this round of grant funding I would like to complete the restoration of the exteriors of all four properties. Included in this proposal would be:

- 1.) Restoration of the exteriors of the upper floors of the Dr. Guitar building, the former Smith Restaurant property, and the former Berow Building.
- 2.) Replace the sidewalks along the entire stretch of all the properties.
- 3.) Pave all the gravel areas surrounding these properties.
- 4.) Infill the area between the Dr. Guitar building and the former Smith which would include stamped concrete, wrought iron fencing across the front, and a decorative wall at the rear of the project. It would also include installing an entrance on the side of the Dr. Guitar building for access to the second floor for future upper floor housing projects.
- 5.) Restoration of 170 Court St. first floor interior commercial space to its original state. (Which included a balcony overlooking the entire first floor.)
- 6.) Complete the restoration of residential housing in the former Smith Restaurant, Berow, and Dr. Guitar buildings. These properties already have great "bones" with a mix of interesting and appealing elements such as tin ceilings, tin walls, brick walls, and some original wood trims. Residential restoration in these Court Street properties would give us a projected 28 loft units total.

We have made significant investments and implemented many positive changes in downtown properties thus far:

- 1) We purchased 150 Court St. about twenty years ago and moved our flooring business in there. Over the next five years we remodeled the main floor of the building.
- 2) Approximately ten years ago we had ICC come in and completely gut the top three floors down to the original structure of the building. In this process we maintained the integrity of all the historic features (brick walls, tin ceilings, etc..) and saved much of the hemlock framing for future use.
- 3) Over the next 5 years we came up with the designs to convert the top three floors into market rate housing.
- 4) Five years ago, we started the year-long process of completing what I felt at the time were some of the nicest lofts in Downtown Watertown. We put in ten loft units ranging from 600 to 1,800 square feet each. We have maintained an 80 to 100 percent occupancy rate to date on these loft rentals.
- 5) Last year we were chosen by Watertown City Council to rehabilitate 138 Court St., a building which according to the City Code Enforcement office, was on the verge of collapse and they were recommending demolition.
- 6) In order to undertake this project, we worked with DANC and came up with state funding to remove all the asbestos and lead from the building. We were also loaned the money to get a good start on redeveloping this building to make it usable again. With DANC's assistance (and a great deal of our own money) we have completed the commercial space on the main floor, replaced the entire roof structure, leveled and installed new subfloors, and restored the entire storefront and brick facade of the building.
- 7) Early last year we purchased 154 Court St. from the Sheldon family. In the first year of our owning this property we have replaced the roof and added an exterior lighting package with a security system. To date we have invested over \$70,000.00 into this building.
- 8) This past year we also removed all the broken pavement from behind the 3 properties and installed new drainage (which we tied all the roof drains into as well) and put in all new stone. We have over 10,000 square feet of parking area. We also added a 40' X 200' green space for the use of all our tenants.
- 9) We are going to shortly be closing on the purchase of 170 Court St. The former Smith Restaurant Building (or Severance Photo to us

longtime “Downtowners”). Through this purchase we have gained much better access to all of our properties. We have plans to restore the entire property inside and out.

The estimated cost of the entire project with grant money, owner investment and bank financing will be approximately \$1,100,000.00 This figure is derived from past experience with previous projects and full knowledge of the process – including maintaining satisfaction of all state and local agencies involved. We are confident, based on our thorough knowledge and experience, that we will produce a product that will be well designed and maintainable for many years to come.

SYNOPSIS

All together to date we will have devoted almost two million dollars of funding into our Court St. properties. My wife Joyce and I have devoted the last 30 years to supporting our Downtown. We made the decision many years ago to keep our business here. There was no question in our minds that this was where we wanted to be. We have raised our 3 children here and have owned our house within walking distance of all Downtown has to offer for over 30 years. We will be selling our home (empty nest) within a year or so and moving into one of our downtown buildings. This is the ultimate indication that we love what we are doing and want Downtown to succeed.

The completion of this project would finish the Court St. business corridor which has been our dream throughout this process. When done we will have over 30,000 square feet of commercial space along with over 25,000 square feet of market rate housing in our four properties.

The project we are proposing along with the other projects recently being completed on Court St. will help to restore Court St. to the thriving mixed-use property it once was (back in the early 1900s) with its both large and small shops and services along with its upper floor housing and office space which was “the place to be” back then and will be again in present-day.

Credentials



STEPHEN J BRADLEY
MANAGING PARTNER-S&J
PROPERTIES OF WATERTOWN,
LLC
VICE PRESIDENT- ABBEY CARPET
OF WATERTOWN, INC.

GOALS

To complete the restoration of all four of our contiguous properties on Court St. and make them an active part of the Historic Downtown landscape again.

WISH LIST

170 Court St. has a lot of character underneath it's modernized interior. I would like to restore it to its "Hometown Meeting House" past. A balcony with tin ceiling still exists in this building above the drop ceiling. I would love to bring it back to its former glory.

VITALS

150 Court St.

Watertown, NY 13601

Tel: 315-782-4261

E: abbeycarpetguy@verizon.net

EXPERIENCE

S&J PROPERTIES OF WATERTOWN, LLC

NOVEMBER 2011 TO PRESENT

As the key Managing Partner I am responsible for the acquisition of mixed use historic properties and guiding them through the process of restoration.

ABBAY CARPET OF WATERTOWN, INC.

1988 TO PRESENT

My wife and I own and operate the longest running Abbey Carpet Franchise in New York State. We are one of over nine-hundred stores nationwide.

COMMUNITY INVOLVEMENT

Thompson Park Conservancy Board, Flower Memorial Library Board, Greater Watertown Chamber of Commerce, Downtown Business Association, Downtown Development Board, former member Watertown City Council.

RECENT ACCOMPLISHMENTS

Acquisition, restoration and development of mixed use Downtown Court Street properties:

150 Court St. Redeveloped 1st floor commercial space with market rate housing on the upper floors.

138 Court St. Redeveloped 1st floor commercial space with future housing on the upper 2 floors.

152 Court St. Acquired in 2016 with commercial tenants on the first floor; made numerous structural and cosmetic repairs with planned market rate housing on 2nd floor.

154 Court St. Acquired December 2017 with plans to completely restore main floor and annex along with upper floor market rate housing.

Individual Property Packet

Individual Property Data Sheet

Municipal Name	City of Watertown
Project Name	Court Street Commons Redevelopment

Complete an Individual Property Data Sheet for each building in this application. Limit description to the space provided on this form. Attach a photograph of the building façade for each property. Attach a Site Control Affidavit for non-municipally owned properties (Part 6.c).

Site Name/Address	138 Court Street, Watertown, NY 13601
Size (in square feet):	17,261
Is the municipality the owner of this property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If NO, Name of Property Owner:	S&J Properties of Watertown, LLC
Is the property owner an official of the applicant municipality, or spouse, son or daughter of a municipal official?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Assessed Value of Property	\$89,100	Date of Last Assessment	2017
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Is the building/property located in an: Empire Zone	If YES, provide name of zone/area:
Brownfield Opportunity Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Watertown Empire Zone

Project Type: (Check all that apply) (See Section 7 of Guidelines for Definitions)	Demolition <input type="checkbox"/>	Rehabilitation <input checked="" type="checkbox"/>	Deconstruction <input type="checkbox"/>	Reconstruction <input type="checkbox"/>
In specific terms, describe the reuse strategy for this property.				
The buildings, located at 138, 152, and 170 Court Street represent a total of 42,693 SF. The mostly vacant buildings will be renovated into mixed-use facilities with a blend of retail, commercial, and market-rate residential. This project will remove blight by completing facade restorations on all buildings, add up to 18 market-rate apartments, renovate 7,540 SF of commercial space, and include surrounding site improvements. 138 Court St. is expected to generate 7,585 SF in residential, 6,476 SF in storage, and 3,200 SF in commercial/retail rental income.				
Estimated start date:	February 2018 (contingent upon grant award)			
Estimated completion date:	February 2019			
Describe status of permits, zoning or other regulatory requirements.				
Building Permit from the City of Watertown Code Enforcement Office; Site Plan Approval by the City of Watertown, Planning Board, and City Council - anticipated to be completed by February 2018.				

ATTACHMENTS: (1) Façade Photo (2) Site Control Affidavit (if necessary)

Municipal Name	City of Watertown
Project Name	Court Street Commons Redevelopment

Site Name/Address	138 Court Street, Watertown, NY 13601
ESD Region	North Country
Total Square Feet (SF)	17,261

Check One in Each Column

Building Type *	Type of Construction (commercial/mixed-use only)	Building Category *	Project Type *
Residential <input type="checkbox"/>	Office – Class A <input type="checkbox"/>	Vacant <input checked="" type="checkbox"/>	Demolition <input type="checkbox"/>
Commercial <input type="checkbox"/>	Office – Class B <input type="checkbox"/>	Abandoned <input type="checkbox"/>	Deconstruction <input type="checkbox"/>
Mixed-Use <input checked="" type="checkbox"/>	Office – Class C <input type="checkbox"/>	Surplus <input type="checkbox"/>	Rehabilitation <input checked="" type="checkbox"/>
	Office – Class D <input type="checkbox"/>	Condemned <input type="checkbox"/>	Reconstruction <input type="checkbox"/>
	Light Mfg – Class B <input type="checkbox"/>		
	Light Mfg – Class C <input type="checkbox"/>		
	Light Mfg – Class D <input type="checkbox"/>		
	Retail – Class C <input checked="" type="checkbox"/>		
	Retail – Class D <input type="checkbox"/>		

* See Guidelines Section 7 for Definitions.

RNY Funding Calculation for Commercial Buildings (Commercial ONLY)							
(Commercial Allowance	x	Total SF)	+	(HazMat Allowance	x	Total SF)	= Maximum RNY Funding Request
\$86.86	x	17,261	+	0	x	0	= \$1,499,290.46

* See Guidelines Section 5 for Commercial and HazMat Allowance Charts

Sources of Project Financing as itemized on the Sources and Uses Statement			
Name of Entity	Funding Amount	Documentation Attached *	
Cash		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bank	Watertown Savings Bank for S&J Properties of Watertown, LLC \$13,625	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Other 1	Restore NY - Anticipated \$122,625	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other 2		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other 3		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other 4		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

* ATTACHMENT:

- (1) Letters of commitment for all financing sources
- (2) Documentation for all equity commitments

Individual Property Budget – Sources and Uses Statement

Municipal Name	City of Watertown	'Property Assessment List' Individual Property Number: 1
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Site Name/Address 138 Court Street, Watertown, NY 13601									
Uses of Funds		Sources of Funds							
	Total	Restore	Muni	Equity*	Bank*	Other 1*	Other 2*	Other 3*	Other 4*
Acquisition									
▪ Land									
▪ Building									
Subtotal	0								
General Construction									
▪ New Construction									
▪ Renovation	\$118,500								
Subtotal	\$118,500								
Infrastructure / Site Preparation									
▪ Demolition									
▪ On-Site Streets	\$9,000								
▪ Parking	\$4,250								
▪ Water/Sewer									
▪ Excavation/Grading									
▪ Enviro. Cleanup									
Subtotal	\$13,250								
Indirect/Soft Costs									
▪ Professional Service/Consultants									
▪ Engineering	\$4,500								
▪ Inspections									
▪ Fees									
▪ Insurance									
▪ Enviro. Assessment									
▪ Legal Costs									
▪ Closing Costs									
▪ Contingencies									
Subtotal	\$4,500								
Other Costs									
Subtotal	0								
TOTAL	\$136,250	\$122,625			\$13,625				

Part 7.c – Site Control Affidavit for Non-Municipally Owned Properties

Municipal Name	City of Watertown
Project Name	Court Street Commons Redevelopment

It is my/our understanding that City of Watertown will submit a Restore NY
(MUNICIPAL NAME)
grant proposal to Empire State Development Corporation requesting funds to revitalize urban centers,
induce commercial investment and improve the local housing stock.

I/we further understand that the Restore NY program provides grants for up to 90% of the costs to
demolish, deconstruct, rehabilitate and reconstruct residential and commercial properties, subject to
applicable program grant limits.

I/we further understand that the City of Watertown is proposing to use these
(MUNICIPAL NAME)
funds to demolish, deconstruct, rehabilitate and/or reconstruct my property at

138 Court Street, Watertown, NY 13601

STREET, CITY, STATE, ZIP (COUNTY)

I/we certify that I/we are the rightful owners of such property and that I/we consent to have my/our
property included in the Restore NY application and will allow the municipality control of the above
mentioned property for the purposes outlined in this application.

/s/ [Signature]
Type/Print Name Steve Bradley Phone: 315-782-4261

/s/ _____
Type/Print Name _____ Phone: _____

This is to certify that I have reviewed the tax roles for the City of Watertown
(MUNICIPAL NAME)
and determined that S&J Properties of Watertown, LLC is/are the owner(s) of record of
(NAME(S) OF PROPERTY OWNER)

138 Court Street, Watertown, NY 13601

7-01-126.000

STREET, CITY, STATE, ZIP (COUNTY)

TAX MAP #

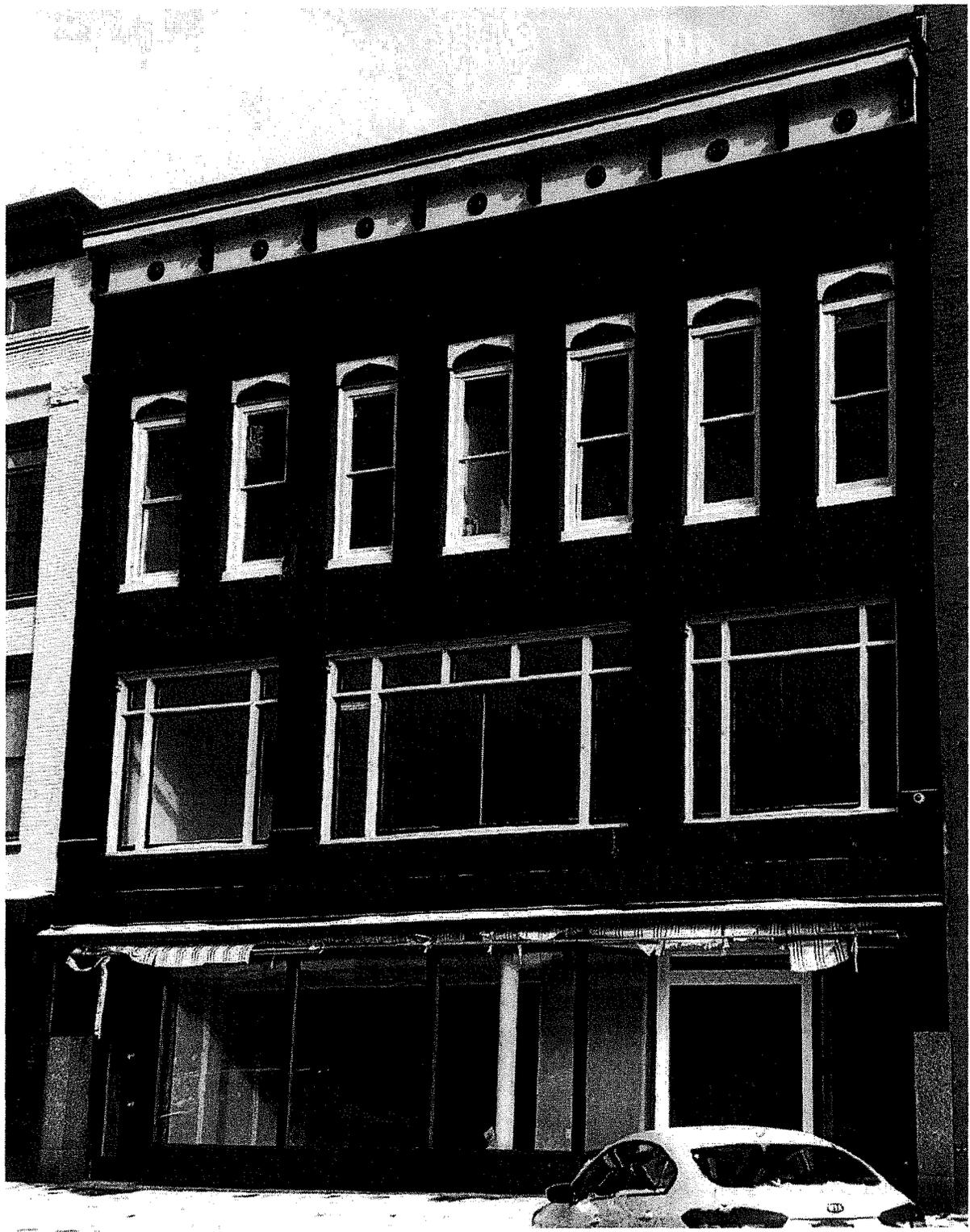
as of the most recent assessment period and that no transfer of ownership information has been
transmitted to the City of Watertown since that date.
(MUNICIPAL NAME)

/s/ Ann M. Saunders
(CITY CLERK / TREASURER)
Type/Print Name Ann M. Saunders

NOTE: For long term leased properties where the lessee is in control of the property (e.g., a ground lessee), the lessee must also submit a signed Site Control Affidavit.

**138 Court Street,
Watertown, NY 13601**





Individual Property Data Sheet

Municipal Name	City of Watertown
Project Name	Court Street Commons Redevelopment

Complete an Individual Property Data Sheet for each building in this application. Limit description to the space provided on this form. Attach a photograph of the building façade for each property. Attach a Site Control Affidavit for non-municipally owned properties (Part 6.c).

Site Name/Address	152 Court Street, Watertown, NY 13601
Size (in square feet):	14,334
Is the municipality the owner of this property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If NO, Name of Property Owner:	S&J Properties of Watertown, LLC
Is the property owner an official of the applicant municipality, or spouse, son or daughter of a municipal official?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Assessed Value of Property	\$156,700	Date of Last Assessment	2017
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Is the building/property located in an:	Empire Zone	If YES, provide name of zone/area:
Brownfield Opportunity Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Watertown Empire Zone

Project Type: (Check all that apply) (See Section 7 of Guidelines for Definitions)	Demolition <input type="checkbox"/>	Rehabilitation <input checked="" type="checkbox"/>	Deconstruction <input type="checkbox"/>	Reconstruction <input type="checkbox"/>
In specific terms, describe the reuse strategy for this property.				
The buildings, located at 138, 152, and 170 Court Street represent a total of 42,693 SF. The mostly vacant buildings will be renovated into mixed-use facilities with a blend of retail, commercial, and market-rate residential. This project will remove blight by completing facade restorations on all buildings, add up to 18 market-rate apartments, renovate 7,540 SF of commercial space, and include surrounding site improvements. 152 Court St. is expected to generate 3,500 SF in residential, 4,778 SF in storage, and 4,778 SF in commercial/retail rental income.				
Estimated start date:	February 2018 (contingent upon grant award)			
Estimated completion date:	February 2019			
Describe status of permits, zoning or other regulatory requirements.				
Building Permit from the City of Watertown Code Enforcement Office; Site Plan Approval by the City of Watertown, Planning Board, and City Council - anticipated to be completed by February 2018.				

ATTACHMENTS: (1) Façade Photo (2) Site Control Affidavit (if necessary)

Individual Property Budget

Municipal Name	City of Watertown
Project Name	Court Street Commons Redevelopment

Site Name/Address	152 Court Street, Watertown, NY 13601
ESD Region	North Country
Total Square Feet (SF)	14,334

Check One in Each Column

Building Type *	Type of Construction (commercial/mixed-use only)	Building Category *	Project Type *
Residential <input type="checkbox"/>	Office – Class A <input type="checkbox"/>	Vacant <input checked="" type="checkbox"/>	Demolition <input type="checkbox"/>
Commercial <input type="checkbox"/>	Office – Class B <input type="checkbox"/>	Abandoned <input type="checkbox"/>	Deconstruction <input type="checkbox"/>
Mixed-Use <input checked="" type="checkbox"/>	Office – Class C <input type="checkbox"/>	Surplus <input type="checkbox"/>	Rehabilitation <input checked="" type="checkbox"/>
	Office – Class D <input type="checkbox"/>	Condemned <input type="checkbox"/>	Reconstruction <input type="checkbox"/>
	Light Mfg – Class B <input type="checkbox"/>		
	Light Mfg – Class C <input type="checkbox"/>		
	Light Mfg – Class D <input type="checkbox"/>		
	Retail – Class C <input checked="" type="checkbox"/>		
	Retail – Class D <input type="checkbox"/>		

* See Guidelines Section 7 for Definitions.

RNY Funding Calculation for Commercial Buildings (Commercial ONLY)								
(Commercial Allowance	x	Total SF)	+	(HazMat Allowance	x	Total SF)	=	Maximum RNY Funding Request
\$86.86	x	14,334	+	0	x	0	=	\$1,245,051.24

* See Guidelines Section 5 for Commercial and HazMat Allowance Charts

Sources of Project Financing as itemized on the Sources and Uses Statement			
Name of Entity	Funding Amount	Documentation Attached *	
Cash		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bank Watertown Savings Bank for S&J Properties of Watertown, LLC	\$60,502	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Other 1 Restore NY - Anticipated	\$544,523	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other 2		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other 3		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other 4		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

* ATTACHMENT:

- (1) Letters of commitment for all financing sources
- (2) Documentation for all equity commitments

Individual Property Budget – Sources and Uses Statement

Municipal Name City of Watertown ‘Property Assessment List’ Individual Property Number: 2

Site Name/Address		152 Court Street, Watertown, NY 13601							
Uses of Funds		Sources of Funds							
	Total	Restore	Muni	Equity*	Bank*	Other 1*	Other 2*	Other 3*	Other 4*
Acquisition									
▪ Land									
▪ Building									
Subtotal	0								
General Construction									
▪ New Construction									
▪ Renovation	\$467,000								
Subtotal	\$467,000								
Infrastructure / Site Preparation									
▪ Demolition									
▪ On-Site Streets	\$19,400								
▪ Parking	\$53,000								
▪ Water/Sewer									
▪ Excavation/Grading									
▪ Enviro. Cleanup									
Subtotal	\$72,400								
Indirect/Soft Costs									
▪ Professional Service/Consultants									
▪ Engineering	\$20,625								
▪ Inspections									
▪ Fees									
▪ Insurance									
▪ Enviro. Assessment									
▪ Legal Costs									
▪ Closing Costs									
▪ Contingencies									
Subtotal	\$20,625								
Other Costs									
▪ Landscape Improvements - Infill for outdoor public space	\$45,000								
Subtotal	\$45,000								
TOTAL	\$605,025	\$544,523			\$60,502				

Part 7.c – Site Control Affidavit for Non-Municipally Owned Properties

Municipal Name	City of Watertown
Project Name	Court Street Commons Redevelopment

It is my/our understanding that City of Watertown will submit a Restore NY
(MUNICIPAL NAME)
grant proposal to Empire State Development Corporation requesting funds to revitalize urban centers,
induce commercial investment and improve the local housing stock.

I/we further understand that the Restore NY program provides grants for up to 90% of the costs to
demolish, deconstruct, rehabilitate and reconstruct residential and commercial properties, subject to
applicable program grant limits.

I/we further understand that the City of Watertown is proposing to use these
(MUNICIPAL NAME)
funds to demolish, deconstruct, rehabilitate and/or reconstruct my property at

152 Court Street, Watertown, NY 13601

STREET, CITY, STATE, ZIP (COUNTY)

I/we certify that I/we are the rightful owners of such property and that I/we consent to have my/our
property included in the Restore NY application and will allow the municipality control of the above
mentioned property for the purposes outlined in this application.

/s/ [Signature]
Type/Print Name Steve Bradley Phone: 315-782-4261

/s/ _____
Type/Print Name _____ Phone: _____

This is to certify that I have reviewed the tax roles for the City of Watertown
(MUNICIPAL NAME)
and determined that S&J Properties of Watertown, LLC is/are the owner(s) of record of
(NAME(S) OF PROPERTY OWNER)

152 Court Street, Watertown, NY 13601

7-01-129.000

STREET, CITY, STATE, ZIP (COUNTY)

TAX MAP #

as of the most recent assessment period and that no transfer of ownership information has been
transmitted to the City of Watertown since that date.
(MUNICIPAL NAME)

/s/ [Signature]
(CITY CLERK / TREASURER)
Type/Print Name Ann M. Saunders

NOTE: For long term leased properties where the lessee is in control of the property (e.g., a ground lessee), the lessee must also submit a signed Site Control Affidavit.

152 Court Street,
Watertown, NY 13601



Individual Property Data Sheet

Municipal Name	City of Watertown
Project Name	Court Street Commons Redevelopment

Complete an Individual Property Data Sheet for each building in this application. Limit description to the space provided on this form. Attach a photograph of the building façade for each property. Attach a Site Control Affidavit for non-municipally owned properties (Part 6.c).

Site Name/Address	170 Court Street, Watertown, NY 13601
Size (in square feet):	11,098
Is the municipality the owner of this property?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If NO, Name of Property Owner:	
Is the property owner an official of the applicant municipality, or spouse, son or daughter of a municipal official?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Assessed Value of Property	\$187,000	Date of Last Assessment	2017
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Is the building/property located in an:	Empire Zone	If YES, provide name of zone/area:
Brownfield Opportunity Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Watertown Empire Zone

Project Type: (Check all that apply) (See Section 7 of Guidelines for Definitions)	Demolition <input type="checkbox"/>	Rehabilitation <input checked="" type="checkbox"/>	Deconstruction <input type="checkbox"/>	Reconstruction <input type="checkbox"/>
In specific terms, describe the reuse strategy for this property.				
The buildings, located at 138, 152, and 170 Court Street represent a total of 42,693 SF. The mostly vacant buildings will be renovated into mixed-use facilities with a blend of retail, commercial, and market-rate residential. This project will remove blight by completing facade restorations on all buildings, add up to 18 market-rate apartments, renovate 7,540 SF of commercial space, and include surrounding site improvements. 170 Court St. is expected to generate 2,583 SF in residential, 5,818 SF in storage, and 6,818 SF in commercial/retail rental income.				
Estimated start date:	February 2018 (contingent upon grant award)			
Estimated completion date:	February 2019			
Describe status of permits, zoning or other regulatory requirements.				
Building Permit from the City of Watertown Code Enforcement Office; Site Plan Approval by the City of Watertown, Planning Board, and City Council - anticipated to be completed by February 2018.				

ATTACHMENTS: (1) Façade Photo (2) Site Control Affidavit (if necessary)

Municipal Name	City of Watertown
Project Name	Court Street Commons Redevelopment

Site Name/Address	170 Court Street, Watertown, NY 13601
ESD Region	North Country
Total Square Feet (SF)	11,098

Check One in Each Column

Building Type *	Type of Construction (commercial/mixed-use only)	Building Category *	Project Type *
Residential <input type="checkbox"/>	Office – Class A <input type="checkbox"/>	Vacant <input checked="" type="checkbox"/>	Demolition <input type="checkbox"/>
Commercial <input checked="" type="checkbox"/>	Office – Class B <input type="checkbox"/>	Abandoned <input type="checkbox"/>	Deconstruction <input type="checkbox"/>
Mixed-Use <input type="checkbox"/>	Office – Class C <input type="checkbox"/>	Surplus <input type="checkbox"/>	Rehabilitation <input checked="" type="checkbox"/>
	Office – Class D <input type="checkbox"/>	Condemned <input type="checkbox"/>	Reconstruction <input type="checkbox"/>
	Light Mfg – Class B <input type="checkbox"/>		
	Light Mfg – Class C <input type="checkbox"/>		
	Light Mfg – Class D <input type="checkbox"/>		
	Retail – Class C <input checked="" type="checkbox"/>		
	Retail – Class D <input type="checkbox"/>		

* See Guidelines Section 7 for Definitions.

RNY Funding Calculation for Commercial Buildings (Commercial ONLY)							
(Commercial Allowance	x	Total SF)	+	(HazMat Allowance	x	Total SF)	= Maximum RNY Funding Request
\$86.86	x	11,098	+	0	x	0	= \$963,972.28

* See Guidelines Section 5 for Commercial and HazMat Allowance Charts

Sources of Project Financing as itemized on the Sources and Uses Statement			
Name of Entity	Funding Amount	Documentation Attached *	
Cash		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bank Watertown Savings Bank for S&J Properties of Watertown, LLC	\$35,873	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Other 1 Restore NY - Anticipated	\$322,852	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other 2		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other 3		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other 4		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

* ATTACHMENT:

- (1) Letters of commitment for all financing sources
- (2) Documentation for all equity commitments

Individual Property Budget – Sources and Uses Statement

Municipal Name City of Watertown 'Property Assessment List' Individual Property Number: 3

Site Name/Address 170 Court Street, Watertown, NY 13601									
Uses of Funds		Sources of Funds							
	Total	Restore	Muni	Equity*	Bank*	Other 1*	Other 2*	Other 3*	Other 4*
Acquisition									
▪ Land									
▪ Building									
Subtotal	0								
General Construction									
▪ New Construction									
▪ Renovation	\$311,500								
Subtotal	\$311,500								
Infrastructure / Site Preparation									
▪ Demolition									
▪ On-Site Streets	\$15,000								
▪ Parking	\$15,000								
▪ Water/Sewer									
▪ Excavation/Grading									
▪ Enviro. Cleanup									
Subtotal	\$30,000								
Indirect/Soft Costs									
▪ Professional Service/Consultants									
▪ Engineering	\$12,375								
▪ Inspections									
▪ Fees									
▪ Insurance									
▪ Enviro. Assessment									
▪ Legal Costs									
▪ Closing Costs									
▪ Contingencies									
Subtotal	\$12,375								
Other Costs									
Graded concrete pad for accessibility	\$4,850								
Subtotal	\$4,850								
TOTAL	\$358,725	\$322,852			\$35,873				

Part 7.c – Site Control Affidavit for Non-Municipally Owned Properties

Municipal Name	City of Watertown
Project Name	Court Street Commons Redevelopment

It is my/our understanding that City of Watertown will submit a Restore NY
(MUNICIPAL NAME)
grant proposal to Empire State Development Corporation requesting funds to revitalize urban centers,
induce commercial investment and improve the local housing stock.

I/we further understand that the Restore NY program provides grants for up to 90% of the costs to
demolish, deconstruct, rehabilitate and reconstruct residential and commercial properties, subject to
applicable program grant limits.

I/we further understand that the City of Watertown is proposing to use these
(MUNICIPAL NAME)
funds to demolish, deconstruct, rehabilitate and/or reconstruct my property at

170 Court Street, Watertown, NY 13601
STREET, CITY, STATE, ZIP (COUNTY)

I/we certify that I/we are the rightful owners of such property and that I/we consent to have my/our
property included in the Restore NY application and will allow the municipality control of the above
mentioned property for the purposes outlined in this application.

/s/ [Signature]
Type/Print Name Steve Bradley Phone: 315-782-4261

/s/ _____
Type/Print Name _____ Phone: _____

This is to certify that I have reviewed the tax roles for the City of Watertown
(MUNICIPAL NAME)
and determined that S&J Properties of Watertown, LLC is/are the owner(s) of record of
(NAME(S) OF PROPERTY OWNER)

170 Court Street, Watertown, NY 13601 7-01-130.100
STREET, CITY, STATE, ZIP (COUNTY) TAX MAP #

as of the most recent assessment period and that no transfer of ownership information has been
transmitted to the City of Watertown since that date.
(MUNICIPAL NAME)

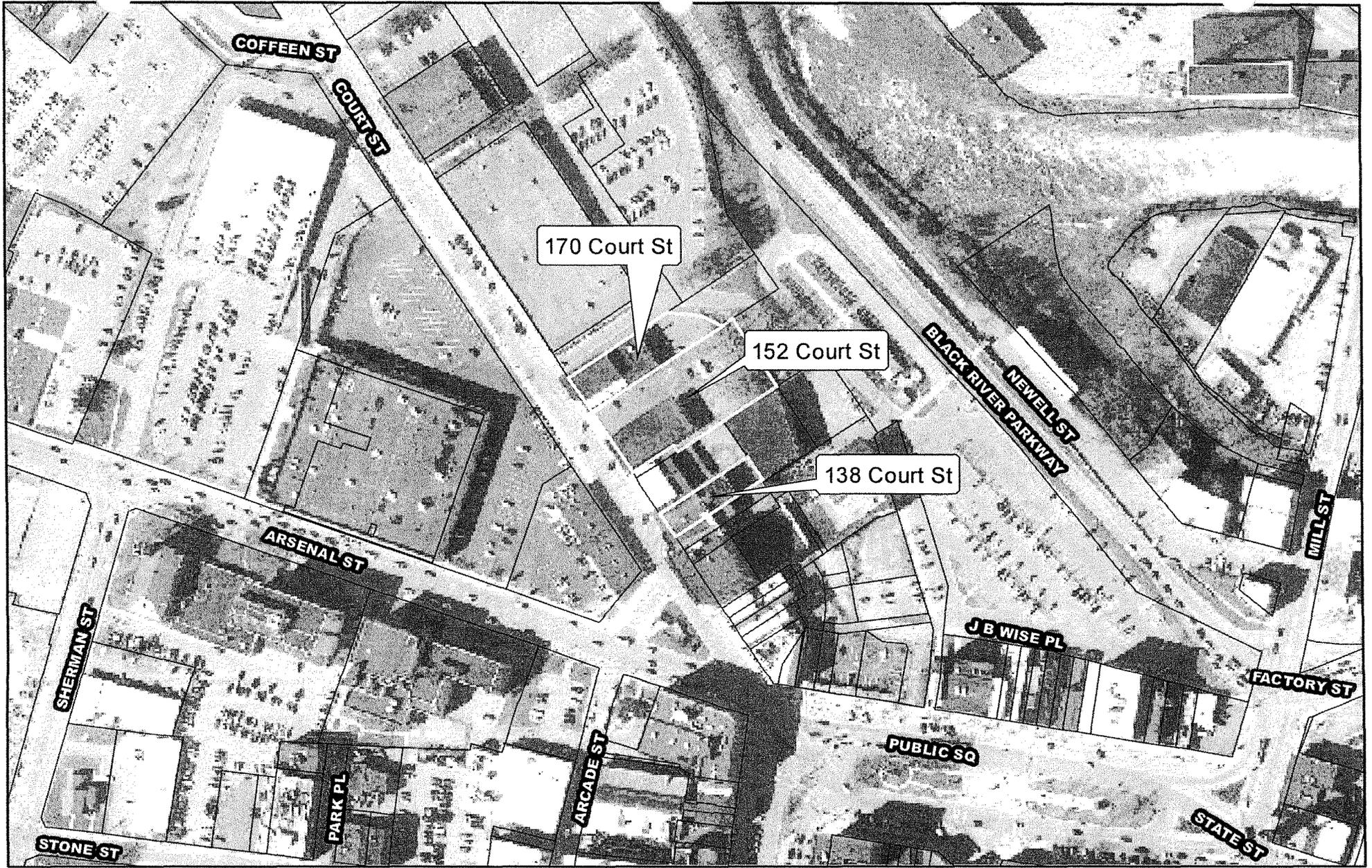
/s/ [Signature]
(CITY CLERK / TREASURER)
Type/Print Name Ann M. Saunders

NOTE: For long term leased properties where the lessee is in control of the property (e.g., a ground lessee), the lessee must also submit a signed Site Control Affidavit.

**170 Court Street,
Watertown, NY 13601**



Site Map



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT

ROOM 305B, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
TEL: (315) 785-7793
EMAIL: gis@watertown-ny.gov

Drawn By:					
Date:	12/5/2017				
Approved By:					
Date:					
Scale:	1 inch = 200 feet				
Map Number:					
Revision:	Description of Revision:	Date:	By:		



Project:
Restore NY Grant Application

Title:
Court Street Commons

Zoning Compliance



1869

CITY OF WATERTOWN, NEW YORK
BUREAU OF CODE ENFORCEMENT

Suite 105, City Hall
245 Washington Street
Watertown, New York 13601

Tel. (315) 785-7735
Fax (315) 785-7854

December 5, 2017

To Whom It May Concern:

The proposed redevelopment of the Court Street Commons buildings located at 138, 152 and 170 Court Street, Parcel Numbers: 7-01-12.000, 7-01-129.000 and 7-01-130.100, to include facade restoration on all buildings, the addition of 18 market-rate apartments, renovation of 7,540 square feet of commercial space, as well as surrounding site improvements, is allowed as a right by the City of Watertown's Zoning Ordinance. The redevelopment and restoration of the buildings will enhance the revitalization of the City's downtown area.

If you have any questions, please contact this office.

Sincerely,

Shawn R. McWayne
Code Enforcement Supervisor

Third Party Estimates

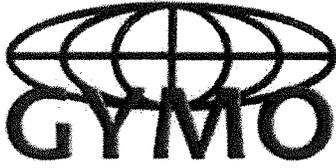
Independent Commercial Contractors

A CERTIFIED WOMAN-OWNED BUSINESS ENTERPRISE
 7004 Loomis Rd.
 Lorraine, New York, 13659-3126
 icci@westelcom.com
Telephone: (315) 232-4076
Fax: (315) 232-3388

LICENSED LEAD ABATEMENT CONTRACTOR CERTIFIED HAZMAT HANDLER MOLD REMEDIATION GENERAL CONSTRUCTION SEWER/SEPTIC/WATER SYSTEMS UTILITIES
--

PRICING FOR COURT STREET PROJECT	170 COURT STREET	152 COURT STREET	138 COURT STREET
Prepare and finish with blacktop the parking area surrounding the buildings from 138 Court St. to 170 Court St. This will also include the removal of broken pavement behind 170 Court St. and adding a base for new pavement.	\$ 15,000.00	\$ 53,000.00	\$ 4,250.00
Concrete pad behind 170 Court St. 8' wide by 61' long 6" of reinforced concrete included to change the grade to eliminate step ups.	\$ 4,850.00		
Replace all sidewalks extending from 138 Court St. down to 170 Court St. and continuing down the West side of 170 Court St. to the rear of the property.	\$ 15,000.00	\$ 19,400.00	\$ 9,000.00
152 and 170 Court St. Basement walls to be scrubbed, etched and thorosealed in both the main building and the annex.	\$ 27,000.00	\$ 5,000.00	
138 Court Street, second and third floors, complete the housing renovation			\$ 100,000.00
Restoration of entire storefront of 152-154 Court St. and 170 Court St.	\$ 60,000.00	\$ 60,000.00	
Replace or restore existing and pre-existing windows on 138, 152, 154 and 170 Court st. buildings. This will include windows that have been bricked in and boarded up over bricked in and boarded up over the years.	\$ 48,000.00	\$ 16,000.00	\$ 16,000.00
Restore and paint all exterior surfaces on 138, 152 and 170 Court St. with elastomeric paint as needed.	\$ 12,000.00	\$ 8,000.00	\$ 2,500.00
Housing renovation of the second floor of 152-154 Court St.		\$ 125,000.00	
152 Court Street, to build access to the second floor on the west side. This will be a set of steel stairs, with railing, framed, with a metal roof.		\$ 10,000.00	
Build class room area on the second floor of 152 Court Street		\$ 10,000.00	
Roof work for 170 Court St. location.	\$ 65,000.00		
Restore the third floor apartments, 170 Court Street		\$ 233,000.00	
170 Court St. 2nd floor restoration	\$ 9,500.00		
Construction of an outdoor public space as infill between 154 & 170 Court St. with stamped concrete and decorative wall as buffer to parking area.		\$ 45,000.00	
Restore interior of space in 170 Court St.	\$ 90,000.00		
Total Individual Project Budgets	\$ 346,350.00	\$ 584,400.00	\$ 131,750.00
TOTAL BUDGET FOR ALL PROJECTS	\$ 1,062,500.00		

The above budget numbers are based on having done numerous projects of this type in the last 10 years. As with all restoration projects I have accounted for overruns, unforeseen issues, etc... The owners intention is to work with us to complete all the above work within the above budget total of \$1,062,500.00.



ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING

12 December 2017

S& J Properties of Watertown, LLC
150 Court Street
Watertown, NY 13601

Edward G. Olley, Jr., AIA
William P. Plante, PLS
Patrick J. Scordo, PE
Ryan G. Churchill, PE
Scott W. Soules, AIA

Gregory F. Ashley, PLS
Hayward B. Arthur III, MPS
Brandy W. Lucas, MBA
Howard P. Lyndaker III, PLS

Re: 138, 152, and 170 Court Street
City of Watertown, Jefferson County, New York

In Consultation
Leo F. Gozalkowski, PLS
Stephen W. Yaussi, AIA

Dear Mr. Bradley:

It was a pleasure talking with you the other day about your projects to the properties you own on 138, 152, and 170 Court Street here in Watertown. We appreciate the opportunity to provide you with our professional services to complete these project renovations and improvements. We have listed below our fee for Design Services for each building separately.

Architectural Services	170 Court Street.....	\$ 12,375.00
Architectural Services.....	152 Court Street.....	\$ 20, 625.00
Architectural Services.....	138 Court Street.....	\$ 4,500.00
		<u>\$ 37,500.00</u>

These fees do not include fire protection design or construction administration.

Again, thank you for this opportunity to work with you again on another project together.

TERMS AND CONDITIONS

- Authorization to Proceed:**
Signing this form shall be construed as authorization by the OWNER for GYMO D.P.C. to proceed with the work.
- Payment to GYMO D.P.C.:**
Billing statements will be forwarded to you for work completed on or about the 10th of each month. You promise to pay all amounts due resulting from the work we perform in accordance with this contract. Prompt payment of all billing statements is expected and interest will be charged at the rate of 1.5% per month, 18% annually, on any unpaid balance beginning 30 days past the invoice date.
In the event that your company or business association dissolves, files bankruptcy, or similar, the individual who executes this Agreement where designated below as "Authorized Signature" will personally be held responsible for all invoices.
Be advised that, unless arrangement for delayed payment has been agreed upon, we will consider the accumulation of an unpaid balance in excess of one thousand dollars (\$1,000.00) for a period of thirty days a violation of our trust and, in such event, we reserve our right to cease all work until such time as all bills have been paid in full.
Also be advised that we may consider you to be in default of this contract if we have not received payment of our billing statements for a period of two months. At that time we may refer the collection of your account to a collection agency or an attorney and, any reasonable fees and/or court or other collection costs as permitted by law and as actually incurred by us will be charged to you.
Should any unanticipated circumstances occur or extra work be required which would result in charges to you exceeding those outlined in our contract, you will be advised of the anticipated extra charges and the reasons for such charges prior to incurring any such charges for undertaking any additional work. Revisions to the plans which would affect previously authorized work already completed by us often will result in additional charges and would be discussed with you prior to beginning such changes.
Payment to GYMO D.P.C. shall not be contingent upon payment to you by others. Professional or other liabilities as a result of services provided shall be resolved by Dispute Resolution.
- Professional Standards:**

18969 US Route 11
Watertown, New York 13601
Tel: (315) 788-3900 Fax: (315) 788-0668
E-mail: gymopc@gymopc.com

12 December 2017

Mr. Bradley

Page 2 of 2

GYMO D.P.C. shall be responsible, to the level of competency presently maintained by other practicing Professional Architects, Engineers & Surveyors in the same type of work in the OWNER'S community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings and specifications and other work and materials furnished under this Authorization. GYMO D.P.C. makes no other warranty, express or implied.

It is understood that this is a professional engagement on a Fee-For-Services basis, consisting of personal services by professionals of GYMO D.P.C. Payment of these fees is not in any way contingent upon the findings of the regulatory agencies or subsequent judgments or awards of any court competent jurisdiction.

Plans and reports prepared by GYMO D.P.C. for this project are not intended or represented to be suitable for reuse by you or others for other projects. Reuse of information without written permission from GYMO D.P.C. is prohibited and shall be at the user's sole risk, without liability on the part of GYMO D.P.C., and you agree to indemnify and hold harmless GYMO D.P.C. from all claims arising out of such reuse. Any reuse or adaptation occurring without permission of GYMO D.P.C. shall entitle GYMO D.P.C. to further compensation.

4. Electronic Transfer:

GYMO D.P.C. is not obligated under this contract to provide electronic files of our designs, documents, and reports. A fee will be assessed for providing electronic data. Also, a Contract for Release of Electronic Data must also be executed prior to the release of the electronic data. The electronic data is a component of the instruments of service and is only for the clients benefit on the specific project and for a specific use.

5. Cost Control:

Opinions of probable construction cost, financial evaluations, feasibility studies, user charges, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by GYMO D.P.C. hereunder will be made on the basis of GYMO D.P.C. experience and qualifications and represent the best judgment of GYMO D.P.C. as an experienced and qualified design professional. It is recognized that GYMO D.P.C. does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the work of GYMO D.P.C. must be speculative until completion of its detailed design. GYMO D.P.C. does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by GYMO D.P.C. to Owner hereunder.

6. Indemnification:

You agree to hold harmless, indemnify, and defend GYMO D.P.C., its affiliates, subcontractors and their employees, officers, directors and agents against all claims, suits, fines and penalties, attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GYMO D.P.C. negligence or willful misconduct.

7. Limitation of Liability:

To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GYMO D.P.C. and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as GYMO D.P.C.) for all claims arising out of this Agreement or services is limited to the compensation received by GYMO D.P.C. under this Agreement. Any claim will be deemed waived unless received by GYMO D.P.C. within one (1) year of substantial completion of the services or, if shorter, the other liabilities arising from any acts or omissions of the Client, its agents, staff, or other consultants or contractors employed by the Client.

8. Termination:

This agreement may be terminated by the Owner upon not less than seven (7) days written notice to GYMO D.P.C. in the event that the project is abandoned. The Owner will pay GYMO D.P.C. for the work performed to that date at the established hourly rates.

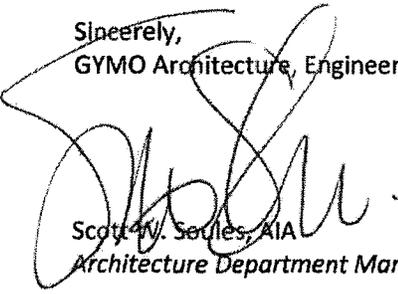
9. Printing and Copying:

The cost of reproducing prints and copies beyond the specified number of copies identified in this proposal is considered additional services and reimbursement will be the responsibility of the client. The client will either be billed for the time and materials of reproducing the prints and copies or 10% plus the invoice from a subcontracted printer company.

GYMO retains all ownership rights, including copyright, of all data and maps.

If you have any questions or require any additional information, please contact this office.

Sincerely,
GYMO Architecture, Engineering & Land Surveying, D.P.C.


Scott W. Seales, AIA
Architecture Department Manager

Authorized Signature

Date

5-Year Operating Proforma

PROFORMA/5 YEAR PROJECTIONS	
170 Court Street	
Blacktop Parking area	\$15,000.00
Concrete pad in rear	\$4,850.00
Sidewalk replacement	\$15,000.00
Basement waterproofing	\$27,000.00
Housing restoration work	\$233,000.00
Restore storefront	\$60,000.00
Window & door restoration	\$48,000.00
Restore and paint façade	\$12,000.00
Roof Work	\$65,000.00
Second floor restoration	\$9,500.00
First floor restoration	\$90,000.00
	\$579,350.00
Restore New York Grant	\$579,350.00
Owner Funded	\$57,935.00

11098 SF LEASABLE SPACE	
\$84,396.00	\$84,396.00
\$84,396.00	\$168,792.00
\$84,396.00	\$253,188.00
\$84,396.00	\$337,584.00
\$84,396.00	\$421,980.00

OPERATING SUMMARY	
Annual Gross Operating Income	\$152,528.00 11098 sf rental @\$12 sf, 4838 sf rental@\$4 sf
Proposed Building Expenses	\$68,132.00 25% of income plus mortgages
Net Operational Income	\$84,396.00

PROFORMA/5 YEAR PROJECTIONS	
152 Court Street	
Blacktop Parking area	\$53,000.00
Sidewalk replacement	\$19,400.00
Basement waterproofing	\$5,000.00
Housing restoration work	\$125,000.00
Restore storefront	\$60,000.00
Window & door restoration	\$16,000.00
Restore and paint façade	\$8,000.00
Second floor classroom	\$10,000.00
Second floor access	\$10,000.00
Outdoor public space	\$45,000.00
	\$351,400.00
Restore New York Grant	\$351,400.00
Owner Funded	\$35,140.00

9100 SF LEASABLE SPACE	
\$41,148.00	\$41,148.00
\$41,148.00	\$82,296.00
\$41,148.00	\$123,444.00
\$41,148.00	\$164,592.00
\$41,148.00	\$205,740.00

OPERATING SUMMARY	
Annual Gross Operating Income	\$86,000.00 5800 sf existing @ \$8.00 sf plus 3300 sf @\$12 sf.
Proposed Building Expenses	\$44,852.00 25% of income plus mortgages
Net Operational Income	\$41,148.00

PROFORMA/5 YEAR PROJECTIONS	
138 Court Street	
Blacktop Parking area	\$4,250.00
Sidewalk replacement	\$9,000.00
Housing restoration work	\$100,000.00
Window & door restoration	\$16,000.00
Restore and paint façade	\$2,500.00
	\$131,750.00
Restore New York Grant	\$131,750.00
Owner Funded	\$13,175.00

17261 SF LEASABLE SPACE	
\$71,811.00	\$71,811.00
\$71,811.00	\$143,622.00
\$71,811.00	\$215,433.00
\$71,811.00	\$287,244.00
\$71,811.00	\$359,055.00

OPERATING SUMMARY	
Annual Gross Operating Income	\$134,148.00 8138.sf existing @ \$12.00 sf plus 9123 sf @ \$4. sf
Proposed Building Expenses	\$62,337.00 25% of income plus mortgages
Net Operational Income	\$71,811.00



1869

CITY OF WATERTOWN, NEW YORK

SUITE 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7730
FAX (315) 782-9014

SHARON ADDISON
CITY MANAGER

Certification of Completeness

This is to certify that I have reviewed the Restore NY Communities Initiative Round 5 application materials for the City of Watertown and determined to the best of my abilities that the application is complete, true and accurate.

/s/ Sharon Addison

Type/Print Name Sharon Addison

Title City Manager

Date December 11, 2017



Watertown Savings Bank



www.watertownsavingsbank.com

111 CLINTON STREET - WATERTOWN, NY 13601 315.788.7100

December 4, 2017

Mr. Stephen J. Bradley
S& J Properties of Watertown, LLC
150 Court Street
Watertown, NY 13601

RE: Restore New York Grant.

Dear Steve:

WSB has a long standing banking relationship with you and your various business entities. As you are aware, we consider you to be one of the bank's top tier customers and accordingly we look forward to the opportunity to review whatever financing that you may need on a forward basis. We have supported various projects of yours in the past on both a personal and professional basis and we would look forward to any future requests in an effort to continue our banking relationship. Accordingly, we will utilize all resources we have at our disposal to help you meet the financing needs of credit worthy projects.

I trust that this letter of support will suffice for your needs at this time. Please feel free to share this letter with anyone involved in the process or decision making regarding the Restore NY Grant. The essence of this letter is to simply point out that you have been a great customer of the bank for many years and we will be more than happy to consider future requests as details of the transaction are provided to me. I am also available to discuss this directly at 315- 222-7232 if anybody needs further information.

I look forward to hearing of your success with this project.

Sincerely,

Mark R. Lavarney
President & CEO

Johnson Newspaper Corporation

Client:	13650	CITY OF WATERTOWN PURCHASING	Phone:	(315) 785-7749
Class.:	245 WASHINGTON ST			WATERTOWN, NY 13601-3385
Ad #	20398079	Requested By:	JENNIFER	Fax:
Sales Rep.:	SL27	Laura Parmeter	Phone:	(315) 661-2506
		lparmeter@ogd.com	Fax:	(315) 393-2855
Class.:	0110	Public Notices		
Start Date:	11/22/2017	End Date:	11/22/2017	Nb. of Inserts: 1
PO #:		Entered By:	LPARME	
Publications:	Watertown Daily Times			
Paid Amount:	\$0.00	Balance:	\$18.32	
Total Price:		\$18.32		Page 1 of 1

NOTICE OF PUBLIC HEARING

Restore NY Grant Application

Please be advised that a public hearing has been scheduled for Monday, December 4 2017 at 7:30 pm in City Hall Council Chambers, 245 Washington Street, Watertown, NY in order to hear public comments on the City's application for Restore NY Grant funding on behalf of the proposed project at Court Street Commons.

AFFIDAVIT OF PUBLICATION

STATE OF NEW YORK
COUNTY OF JEFFERSON

WATERTOWN DAILY TIMES

CITY OF WATERTOWN PURCHASING
245 WASHINGTON ST
WATERTOWN NY 13601-3385

REFERENCE: 13650
20398079 NOTICE OF PUBLIC HEA

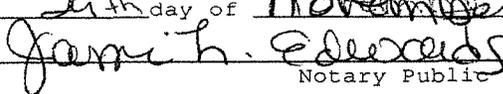
Amy Schultz, of the Town of Brownville, County of Jefferson, being duly sworn, says that she is a Legal Representative of the Johnson Newspaper Corp., a corporation duly organized and existing under the laws of the State of New York, and having its principal place of business in the City of Watertown, New York, and that said corporation is the publisher of the WATERTOWN DAILY TIMES, a Newspaper published in the City of Watertown, Jefferson County, and State of New York, and that a Notice, of which the annexed is a printed copy, has been published regularly in said newspaper.


Amy Schultz, LEGAL REPRESENTATIVE

PUBLISHED ON: 11/22

AD SPACE: 16 LINE
FILED ON: 11/22/17

Sworn to before me this

29th day of November 2017

Notary Public

JAMI L EDWARDS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ED6283808
Qualified in Jefferson County
My Commission Expires 06-17-2021

Johnson Newspaper Corporation

Client:	13650	CITY OF WATERTOWN PURCHASING	Phone:	(315) 785-7749
Class.:	245 WASHINGTON ST			WATERTOWN, NY 13601-3385
Ad #	20398075	Requested By:	JENNIFER	Fax:
Sales Rep.:	SL27	Laura Parmeter	Phone:	(315) 661-2506
		lparmeter@ogd.com	Fax:	(315) 393-2855
Class.:	0110	Public Notices		
Start Date:	11/27/2017	End Date:	11/29/2017	Nb. of Inserts: 3
PO #:		Entered By:	LPARME	
Publications:	Watertown Daily Times			
Paid Amount:	\$0.00	Balance:	\$138.34	
Total Price:		\$138.34		Page 1 of 1

AFFIDAVIT OF PUBLICATION

STATE OF NEW YORK
COUNTY OF JEFFERSON

WATERTOWN DAILY TIMES

CITY OF WATERTOWN PURCHASING
245 WASHINGTON ST
WATERTOWN NY 13601-3385

REFERENCE: 13650
20398075 CITY OF WATERTOWN RE

Amy Schultz, of the Town of Brownville, County of Jefferson, being duly sworn, says that she is a Legal Representative of the Johnson Newspaper Corp., a corporation duly organized and existing under the laws of the State of New York, and having its principal place of business in the City of Watertown, New York, and that said corporation is the publisher of the WATERTOWN DAILY TIMES, a Newspaper published in the City of Watertown, Jefferson County, and State of New York, and that a Notice, of which the annexed is a printed copy, has been published regularly in said newspaper.

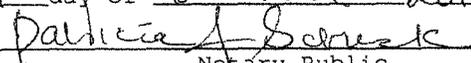


Amy Schultz, LEGAL REPRESENTATIVE

PUBLISHED ON: 11/27 11/28 11/29

AD SPACE: 93 LINE
FILED ON: 11/29/17

Sworn to before me this

4th day of December 2017


Notary Public

PATRICIA J. SCHRECK
Notary Public, State of New York
My Commission Expires April 12, 2019
Registration No. 01SC6022952

CITY OF WATERTOWN
RESTORE NY COMMU-
NITIES INITIATIVE
PROPERTY ASSESSMENT

On or before December 15, 2017, the City of Watertown will submit an application to the Empire State Development Corporation to secure grant funding under Round 5 of the Restore NY Communities Initiative Municipal Grant Program. The Planning and Community Development Department has completed an assessment of properties in need of demolition, deconstruction, rehabilitation or reconstruction that might be appropriate for this funding and proposed the following project for consideration by the City Council: Court Street Commons Redevelopment. The application requires that the City publish the following Property Assessment List.

Municipal Name: City of Watertown

Project Name: Court Street Commons Redevelopment

List and sequentially number all properties submitted for this project. Properties with both a demolition/deconstruction phase AND a rehabilitation/ reconstruction phase must use separate lines to define EACH project phase. This list must be published in a local daily newspaper

for three consecutive days and be the subject of a public hearing.

1. Court Street Commons

Site Name/Address: 138 Court Street

Square Feet: 17,261

R-Residential or C-Commercial: C

DM-Demolition, DC- Deconstruction, RH-Rehabilitation or RC-Reconstruction: RC

V-Vacant, A-Abandoned, C- Condemned or S-Surplus: V

2. Court Street Commons

Site Name/Address: 152 Court Street

Square Feet: 14,334

R-Residential or C-Commercial: C

DM-Demolition, DC- Deconstruction, RH-Rehabilitation or RC-Reconstruction: RC

V-Vacant, A-Abandoned, C- Condemned or S-Surplus: V

3. Court Street Commons

Site Name/Address: 170 Court Street

Square Feet: 11,098

R-Residential or C-Commercial: C

DM-Demolition, DC- Deconstruction, RH-Rehabilitation or RC-Reconstruction: RC

V-Vacant, A-Abandoned, C- Condemned or S-Surplus: V

The City Council reviewed this proposal at its meeting on October 10 and determined that the proposed redevelopment of these buildings is most appropriate for an application to be submitted. The assessment and the funding proposal will be considered at a public hearing on Monday, December 4, 2017 at 7:30 p.m. in the Council Chambers at City Hall.

RESOLUTION

Page 1 of 1

Sponsoring and Supporting an
Application For Restore NY Funding

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	N/
X	
X	
X	
X	
X	
5	0

Total

Introduced by

Council Member Stephen A. Jennings

WHEREAS the City of Watertown is eligible for grant funding under Round 5 of the Restore NY Communities Initiative Municipal Grant Program, and

WHEREAS the City Council has considered proposals that qualify for funding under the program and selected one project to be included in an application that will be submitted to the Empire State Development Corporation (ESDC) as follows:

Redevelopment of the Court Street Commons buildings located at 138, 152 and 170 Court Street, Parcel Numbers 7-01-126.000, 7-01-129.000 and 7-01-130.100, to include façade restoration on all buildings, the addition of 18 market-rate apartments, renovation of 7,540 square feet of commercial space, as well as surrounding site improvements, and

WHEREAS this project is consistent with all existing local plans, the proposed financing is appropriate for the project, the project will facilitate effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create and sustain employment opportunities in the City of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council hereby supports and will sponsor an application for Restore NY funding for the Court Street Commons Project and will administer the grant in accordance with all applicable rules and regulations established by ESDC, and

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the application and any agreements required by ESDC for grant funding resulting from the application.

Seconded by Council Member Teresa R. Macaluso

RESOLUTION

By Council Member Stephen A. Jennings

Date December 4, 2017

SUBJECT:
Sponsoring and Supporting an Application
For Restore NY Funding

STATE OF NEW YORK }
Jefferson County } ss:
CITY OF WATERTOWN }

I, Ann M. Saunders, City Clerk of the City of Watertown, hereby certify that the within Resolution was adopted at a meeting of the City Council of said City, held December 4, 2017 and that the same is the whole of said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Watertown, New York

Ann M. Saunders

City Clerk



Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ROSE HARVEY
Commissioner

December 8, 2017

Mr. Stephen Hunt
Regional Director
Empire State Development
317 Washington St
Watertown, NY 13601

Re: ESDC
Court St. Project
170 Court St., Watertown, NY 13601
17PR08204

Dear Mr. Hunt:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the submitted materials in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6NYCRR Part 617).

We note that the following properties are contributing buildings to the Public Square Historic District, which is listed in the State and National Registers of Historic Places:

- Seveance Photo, Inc. at 170 Court St.
- Rothschilds Jewelers at 152 Court St.
- Robinson's Book Store at 138 Court St.
- Greystone Clocks & Antiques at 168 Court St.

We have reviewed the project submission received on 12/4/2017. We understand that the project is in the process of applying for Restore NY grant funding, and that full project details have not yet been developed. We look forward to receiving additional information once the project scope is completed.

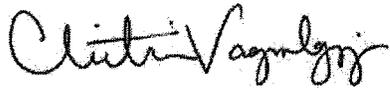
We would appreciate the information be provided via our Cultural Resource Information System (CRIS) at www.nysparks.com/shpo/online-tools/. Once on the CRIS site, you can log in as a guest and choose "submit" at the very top menu. Next choose "submit new information for an existing project." You will need the project number (17PR08204) and your e-mail address.

Division for Historic Preservation

P.O. Box 189, Waterford, New York 12188-0189 • (518) 237-8643 • www.nysparks.com

If you have any questions, I can be reached at (518) 268-2217.

Sincerely,



Christina Vagvolgyi
Historic Preservation Technical Specialist
e-mail: christina.vagvolgyi@parks.ny.gov

via e-mail only

Division for Historic Preservation

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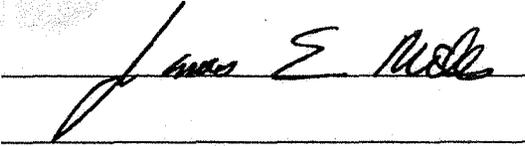
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ATTACHED CHECK IS IN FULL PAYMENT OF ITEMS BELOW

REFERENCE	DATE	AMOUNT	
12052017	12/05/17	500.00	RESTORE NY GRANT APPLICATION FEE
VENDOR NO.	CHECK NO.	CHECK DATE	TOTAL AMOUNT PAID ▶ \$*****500.00
0000006346	00117616	12/06/17	

▼ REMOVE DOCUMENT ALONG THIS PERFORATION ▼

City of Watertown 245 Washington Street Watertown, New York 13601		Community Bank NA WATERTOWN NY	
CHECK NUMBER	00117616	CHECK DATE	12/06/17
		AMOUNT	\$*****500.00
*FIVE HUNDRED AND 00/100 DOLLARS***** DOLLARS			
PAY TO THE ORDER OF	EMPIRE STATE DEVELOPMENT NYS DEPT OF ECONOMIC DEVELOPMENT WEST BAY PLAZA, SUITE 401 PLATTSBURGH, NY 12901		 AUTHORIZED SIGNATURE(S)
<small>MP DOCUMENT CONTAINS A COLORED PANTOGRAPH & MICROPRINTING. BACK HAS THERMOCHROMIC INK & A WATERMARK. HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT. I</small>			

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Res No. 6

October 31, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager

Subject: Approving Fire Department Overhire



The approved 2019-2020 Fire Department Budget provides for 72 Fire Department personnel. Currently, the department is at full strength, with the exception of the vacant Deputy Fire Chief position and a pending disability retirement, which we anticipate will be approved by the State within the near future.

The recent Arbitrator's decision requires the City to maintain a minimum manning of 15 firefighters per shift. Therefore, it is essential to maintain the authorized strength of the Fire Department at 71. Failure to do so will result in additional overtime being required to maintain the minimum manning mandate.

The Fire Department has an opportunity to re-hire a former Watertown City Firefighter who left the department in good standing less than one year ago. This former employee left to relocate in a southern state and continued to work in the fire service. However, this former employee decided to return to Watertown and is interested in rejoining the city Fire Department.

Under Civil Service Law, this employee may return to the Watertown Fire Department provided the return takes place under one year from his date of departure. Under this provision, this former employee, if rehired, can rejoin the department without having to repeat the training in the Fire Academy. This means that if the City rehires this former employee and he successfully passes the City physical, he can be placed immediately on one of the fire shifts. This will provide the department with immediate relief and enable the department to minimize overtime due to the minimum manning requirement on the shift he is assigned to.

The City Comptroller's office has calculated the overhire cost to be \$44,896 through the end of the current fiscal year (June 30, 2020). However, it is anticipated that the pending disability retirement will be approved well before the June 30th date which will significantly reduce this cost. Also, offsetting this projected cost will be a reduction in overtime expenses. In addition, the cost of this overhire can be funded due to the decision not to fill the Deputy Fire Chief at the present time.

I am in full agreement with the Fire Chief's recommendation to rehire this former City Firefighter and recommend that the City Council approve the overhire in the Fire Department by one additional firefighter.

A resolution for City Council consideration is attached.



**CITY OF WATERTOWN, NEW YORK
FIRE DEPARTMENT**

224 SOUTH MASSEY STREET
WATERTOWN, NY 13601
OFFICE: 315-785-7800
FAX: 315-785-7821
DALE C. HERMAN, FIRE CHIEF
DHERMAN@WATERTOWN-NY.GOV



October 29, 2019

TO: Richard M. Finn, City Manager

In April of this year, you directed me to prepare and submit a disability retirement application on behalf of a Fire Captain who is medically unable to perform his full duties. The application was submitted to the NYS Retirement System, and it is my experience that the Fire Captain will be scheduled for retirement within 5 to 7 days once the City receives notification.

In December of 2018, a member in good standing chose to resign for a job offer in a warmer state. He has since returned to Watertown and is interested in being reinstated as a City Firefighter. Both Civil Service Law and the collective bargaining agreement allow his return as long as it is within one year.

It is my recommendation that we reinstate the member to a firefighter position in advance of the eventual retirement of the disabled Fire Captain. This will provide us an able bodied operational firefighter that is already trained and is willing to work.

Please feel free to contact me if you have any questions.

WATERTOWN FIRE DEPARTMENT

Dale C. Herman
Fire Chief, EFO

DCH:slg

RESOLUTION

Page 1 of 1

Approving Fire Department Overhire

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Fire Department is presently operating under its FY 2019-20 Budget of sworn 49 Firefighters, and

WHEREAS although the Firefighter positions are fully staffed at this time, there is one pending disability retirement expected in 2020, and

WHEREAS there is a previous member in good standing who wishes to be reinstated as a Firefighter,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves hiring one additional Firefighter at this time, bringing the total Fire Department Firefighter personnel to one over the current budget of 49, and

BE IT FURTHER RESOLVED that the Chief of the Fire Department is hereby authorized and directed to proceed with the requested overhire.

Seconded by



**CITY OF WATERTOWN, NEW YORK
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena
600 William T. Field Drive
Watertown, New York 13601
parksrec@watertown-ny.gov
Phone (315) 785-7775 • Fax (315) 785-7776



ERIN E. GARDNER
Superintendent

Res No. 7

Date: October 30, 2019
To: Rick Finn, City Manager
From: Erin E. Gardner, Superintendent of Parks & Recreation
Subject: Public Skating Admission and Rental Waiver for Special Events at the Municipal Arena

The Parks & Recreation Department is requesting to waive the skate rental fee and the admission fee to those people that bring a toy for a children's gift program during our Skate with Santa event on December 14, 2019.

We are also requesting to waive the skate rental fee and the admission fee to those people that bring supplies to be donated to Samaritan Keep residents for the Snowtown USA 2020 public skate session in January, 2020.

We feel that this would be an excellent way for the City to "give back" to the community.

ACTION: City Manager recommends approval.

RESOLUTION

Page 1 of 1

Approving Waiver of Fees for Events at Watertown Municipal Arena

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member COMPO, Sarah.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, will waive the admission and skate rental fees at the “Skate With Santa” event scheduled for December 14, 2019, at the Municipal Arena for those individuals presenting a gift for a children’s gift program, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown, New York, will waive the admission and skate rental fees for the Snowtown USA 2019 Public Skating Events in January 2020 for those who bring supplies to be donated to the residents of Samaritan Keep Home.

Seconded by

October 29, 2019

To: Richard M. Finn, City Manager
From: Michael J. DeMarco, Planner
Subject: New York State Department of Environmental Conservation (NYS DEC)
Urban and Community Forestry Grant Program

The NYS DEC has recently announced that funding is available through the Urban and Community Forestry Grant Program for urban forestry related projects. Applications will be accepted through December 04, 2019 for projects such as tree inventories, tree management plans, tree planting, and tree maintenance. The minimum grant amount is \$11,000 while the maximum grant award is \$50,000.

In 2014, the City was awarded \$25,000 in funding from this grant program to conduct Phase I of a multi phase City-wide tree inventory and management plan project. Phase I of contracted tree inventory focused was focused on street trees and potential planting sites throughout the City. Contracted work began and was completed in 2017. Later that year the City was awarded \$18,000 to complete the second phase of the project. Phase II of the inventory was completed in June of 2018. A City-wide management plan consisting of data from both phases was delivered to the City in August of 2018. This plan provides staff with accurate information on the health and condition of each individual tree on targeted City property, identifying those that may require something as simple as minor pruning to those that are potentially hazardous and may require removal. This information allows the City to better prioritize maintenance efforts and reduces potential liability that results from hazardous trees. The tree inventory provides other key data about the state of the urban forest including potential tree planting locations, species and size class distribution and provides the basis for determining annual environmental, aesthetic and economic benefits that the urban forest provides.

In 2018, the City was awarded \$20,250 in funding from this grant program for tree planting. Over 1,900 available planting sites were identified by the inventory. Priority areas for tree planting consist of sites where necessary tree removal has occurred, underserved neighborhoods, streets lacking in tree cover, areas vulnerable to stormwater issues; such as those adjacent to combined sewers, streams, rivers and wetlands, as well as City owned parks and playgrounds. Tree planting efforts utilizing this funding are underway with completion expected in the spring of 2020.

The latest round of DEC Urban Forestry Grant funding offers the opportunity for tree maintenance grants with a 25% City match. The recently completed tree management plan recommends numerous maintenance needs including the priority removal of potentially hazardous trees of various sizes throughout City's streets, playgrounds and parks and priority pruning of many other trees throughout the City.

As you are aware, the City takes a proactive approach to tree maintenance and uses the management plan as a guideline for this work. While our DPW Buildings and Grounds crew has and continues to do outstanding work in this regard, our ability to address tree maintenance on a fairly regular or full time basis is limited given all of the responsibilities of the crew.

The City's Street Tree Advisory Board, Tree Watertown, discussed this grant program at its recent meeting and is recommending that the City apply for grant funding for tree maintenance. Planning Staff as well as the Superintendent of Public Works, Patrick Keenan, also recommend that the City apply.

As noted above, the grant program requires a 25% match. The match can consist of cash or the value of in-kind labor. Staff is recommending the use of an in-kind labor match of \$12,500 to allow the City to apply for the maximum grant amount of \$50,000. The total project cost would be \$62,500. The 25% City match would consist of in-kind labor costs that are incurred for in-house tree maintenance work that we already do. Essentially, the match for this grant would be at no additional cost other than continuing our annual tree maintenance efforts.

If the grant is awarded, the City would use this funding to supplement our priority tree maintenance efforts. Funding would be used for tree removal and pruning at sites throughout the City. If the City Council would like to apply for funding through this program, Staff will begin preparing the application and will draft a resolution for Council consideration at the November 18, 2019 meeting.

ACTION: City Manager recommends that the City Council direct staff to begin the application process and draft a resolution for the Council authorizing the application.

A handwritten signature in black ink, appearing to be 'R. Keenan', is located in the bottom right corner of the page.