

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, November 16, 2020

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, November 16, 2020, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

The City Council meeting is open to the public. All attendees must enter through the Sterling Street entrance and sign in. Each attendee must wear a mask while moving around, but may remove it when seated with 6-foot spacing.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Approving the Employment Agreement Between the City of Watertown and Kenneth A. Mix for the Position of City Manager
- Resolution No. 2 - Authorizing Supplemental No. 1 Agreement With New York State Department of Transportation (NYS DOT), Design I-IV, Public Square Traffic Signal Optimization & Coordination, Contract D036492, PIN 780720
- Resolution No. 3 - Authorizing Supplemental Agreement No. 1 to Professional Services Agreement for Bridge NY Project, C&S Engineers
- Resolution No. 4 - Approving the Grant Agreement with the Watertown Urban Mission For CDBG CARES Act Funding For Food Pantry Assistance
- Resolution No. 5 - Approving the Grant Agreement with the Community Action Planning Council of Jefferson County for CDBG CARES Act Funding for Food Pantry Assistance

- Resolution No. 6 - Approving the Grant Agreement with the Salvation Army for CDBG CARES Act Funding for Food Pantry Assistance
- Resolution No. 7 - Approving the Grant Agreement with the United Way of Northern NY For the Watertown City School District Food 4 Families Program CDBG CARES Act Funding
- Resolution No. 8 - Adopting the Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square
- Resolution No. 9 - Authorizing the Mayor to Enter Into and Execute the Contract with the New York State Department of State for the City of Watertown Local Waterfront Revitalization Program Project

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Update of the Accomplishments to Date of the Zoning Re-Write Project

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, DECEMBER 7, 2020.

Res No. 1

November 11, 2020

To: Members of City Council

From: Jeffrey M. Smith, Mayor

Subject: Approving Employment Agreement Between the City
of Watertown and Kenneth A. Mix for the Position
of City Manager

Attached for Council's consideration is a resolution approving an Employment Agreement with Kenneth A. Mix for the position of City Manager. The contract is for a two year term beginning on January 1, 2021.

November 16, 2020

Resolution No. 1

Page 1 of 1

Approving the Employment Agreement
Between the City of Watertown and
Kenneth A. Mix for the Position of
City Manager

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Council Member ROSHIA, Jesse C.P.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS City Council has completed its search for a full-time City Manager, having conducted a series of interviews with several qualified candidates, and

WHEREAS City Council has selected Kenneth A. Mix to serve as City Manager pursuant to a written agreement authorized by the Watertown City Charter,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves an agreement between Kenneth A. Mix and the City of Watertown, a copy of which is attached and made part of this resolution.

Seconded by

EMPLOYMENT AGREEMENT

THIS AGREEMENT, is made and entered into effective the first day of January 2021, by and between the City of Watertown, a municipal corporation hereinafter called "Employer or City Council", and Kenneth A. Mix, hereinafter called "Employee or City Manager."

WITNESSETH

WHEREAS, Employer desires to employ the services of Kenneth A. Mix as City Manager of the City of Watertown, as provided for in the Charter of the City of Watertown and in the Optional City Government Law as contained at Chapter 444 of the Laws of 1914; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee, and to provide inducement for him to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's services at such time that the City Council may desire; and

WHEREAS, Employee desires to be employed as City Manager of the City of Watertown;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Powers and Duties of the City Manager.

The City Council hereby agrees to employ Kenneth A. Mix as City Manager of the City of Watertown to perform the functions and duties specified in the Watertown City Charter and in Chapter 444 of the Laws of New York of 1914, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

Section 2. Term.

- A. The City Manager serves at the pleasure of the City Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager, subject to the provisions of Section 3 of this Agreement.

- B. The term of this Agreement shall be January 1, 2021 through December 31, 2022.
- C. In the event Employee voluntarily resigns as City Manager before expiration of the term of this Agreement, then Employee shall give the City Council ninety (90) calendar days advance notice unless the parties agree otherwise.

Section 3. Early Termination.

- A. In the event employment of the City Manager is terminated, other than for “just cause”, and prior to the expiration of the term of this Agreement (as defined in Paragraph 3 (E), below), the City Council agrees to pay Employee three (3) months salary, on a biweekly basis, for a period of three (3) months from termination. In the event Employee commences comparable employment in his field prior to three (3) months from the effective date of termination, the City Council's obligation to pay salary shall then cease. Employee shall make good faith efforts to seek such comparable employment. The Parties rights and responsibilities, in respect to Health Insurance shall continue to be those established from Employee's prior employment with the City regardless of Early Termination.
- B. The employee shall be compensated for all accrued sick leave, vacation time, and all paid holidays up to termination. The Employer agrees to contribute to the Employee's deferred compensation account on the value of his compensation calculated using the rate ordinarily contributed on regular compensation.
- C. For purposes of this Section 3, a failure of the City Council to renew the City Manager's Contract shall not be deemed a termination entitling the City Manager to severance pay if the City Council shall notify the City Manager, in writing, by October 1st of the year requiring renewal, that the Contract shall not be renewed. If the City Council does not inform the City Manager by October 1st of the year requiring renewal that the Contract will not be renewed, then any subsequent failure to renew shall entitle the City Manager to the Severance Pay called for in Section 3(A) and (B).
- D. In the event City Council at any time reduces the salary, compensation or other benefits of the City Manager in a proportion greater than that applicable as an across-the board reduction for all management and management/confidential employees of the City, or the City Manager resigns following a suggestion, either formal or informal, by a majority of the City Council that he resign, then in that event the City Manager may at his option, be deemed terminated, and entitled to the benefits as provided in Sections 3(A) and (B). However, prior to a "deemed" termination, the City Manager must give the City Council notice of his intention to treat a particular action as a termination and provide the City Council fourteen (14) days to "cure" any claimed termination.
- E. In the event the City Manager is terminated for “just cause,” then the Employer's only obligation to the City Manager is to pay all compensation and benefits accrued but unpaid at the date of termination. “Just cause” is defined as the likely commission of a crime or

other action involving likely dishonesty or moral turpitude, or insubordination by the City Manager as found by a majority of City Council in the good faith exercise of its discretion.

- F. Contemporaneously with the delivery of all of the severance pay and other compensation set forth above, the City Manager agrees to execute and deliver to Employer a release, releasing Employer from all claims that City Manager may have against Employer, its agent(s), official(s) or employee(s).
- G. The terms of this Agreement shall remain in full force and effect unless and until it expires, or is sooner terminated.

Section 4. Salary.

Employer agrees to pay Kenneth Mix for his services as City Manager an annual gross salary of \$130,000 for the full term of the Agreement, payable in installments at the same time as other employees of the City of Watertown are paid.

Section 5. Retirement Benefits.

- A. The City Manager shall be covered and governed by the same retirement system as all other non-public safety employees (New York State Employee Retirement System).
- B. Kenneth A. Mix presently has retirement benefits from his prior employment with the City of Watertown. This Agreement shall neither affect (increase or decrease), nor impair, those benefits.
- C. The City Manager shall have the option of converting up to four (4) sick days and four (4) vacation days, per fiscal year, into dollars to be contributed to the Employee's Section 457 deferred compensation plan.

Section 6. Health Insurance.

Kenneth A. Mix presently has health insurance from his prior employment with the City of Watertown. This Agreement shall neither affect, nor impair, that insurance.

Section 7. Other Benefit or Responsibility.

Employee may, at his option, carryover not more than ten (10) days vacation leave in any given year. Such carryover of vacation leave shall not be cumulative from year to year. Employee shall be credited with twenty-five (25) days vacation each year of this Agreement. Employee's accrual of sick leave shall be at the rate per the existing City

policy for management employees.

The City Manager shall use best efforts to provide the City Council with at least twenty-four (24) hours advance notice of his reasonable expectation to be absent from Jefferson County for at least two (2) consecutive days for any reason.

Section 8. Professional Development.

Employer agrees to budget for and to pay the professional dues, subscriptions, travel and subsistence expenses of the City Manager for professional participation and travel, meetings and occasions adequate to continue his professional development as budgeted by the City Council. Said participation on City time shall include: membership in the International City Management Association (ICMA), the New York State Municipal Management Association annual conference and dues, the New York State Public Employer Labor Relations Association annual conference and dues, and the New York State Conference of Mayors annual conference.

Section 9. Performance Evaluation.

The City Council shall review and evaluate the performance of the City Manager as required by the City Charter. Employer agrees to review base salary and/or other benefits of the City Manager at the time of his review, in such amounts and to such extent as the City Council may determine that it is desirable to do so, in light of performance by City Manager.

Section 10. Hours of Work.

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule.

Section 11. Indemnification.

Employer shall defend and indemnify Employee, in accordance with Section 18 of the N. Y. Public Officers Law, in any action or special proceeding arising from Employee's performance of duties as City Manager, unless those actions were illegal or otherwise outside the scope of his duties or authority.

Section 12. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Mayor of the City of Watertown
Suite 302, Municipal Building
245 Washington Street
Watertown, New York 13601
- (2) EMPLOYEE: Kenneth A. Mix
1008 Washington Street, Apt. 1
Watertown, New York 13601

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 13. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. There shall be no changes in this Agreement unless agreed to in writing and approved by majority vote of the Council and by Employee.
- D. This Agreement is subject to all provisions of the City Charter of Watertown, New York.

Date: _____, 2020

Jeffrey M. Smith, Mayor
City of Watertown

Date: _____, 2020

Kenneth A. Mix – City Manager

Res No. 2

November 10, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing Supplemental No. 1 Agreement with New York State Department of Transportation (NYS DOT) for Design Phases I-VI, Public Square Traffic Signal Optimization & Coordination, Contract No. D036492, PIN 780720

On September 3, 2019 the City Council approved the Master Agreement Federal Aid Local Project Agreement for the Public Square Traffic Signal Optimization & Coordination Project. It provided \$60,000 in Federal funds for Design Phases I-IV. The City's match was \$15,000.

At the January 21, 2020 meeting, City Council approved the Professional Services Agreement with Fisher Associates to perform professional design services for the Public Square Traffic Signal Optimization Project for \$135,000.

Design Phases I-IV are complete. The data collected in those phases will be utilized to develop a series of simulated traffic models to optimize signal timing and to improve signal coordination to reduce congestion in the area around and through Public Square, improve travel speeds and pedestrian safety, as well as reduce idling and pollutants that are emitted during travel in the next two phases.

The New York State Department of Transportation (NYS DOT) has prepared Supplemental Agreement No. 1 for this project to provide additional funds for Design Phases V and VI. It increases the Federal funds to \$108,000 and the City's match to \$27,000 for design.

This project is included in the 2019-2020 Budget with a transfer from the General Fund for the local share.

A resolution approving the agreement has been prepared for City Council's consideration.

RESOLUTION

Page 1 of 2

Authorizing Supplemental No. 1
 Agreement With New York State
 Department of Transportation (NYS DOT),
 Design I-VI, Public Square Traffic
 Signal Optimization & Coordination,
 Contract D036492, PIN 780720

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C.P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

WHEREAS a Project for the City of Watertown Public Square Traffic Signal Optimization and Coordination, P.I.N. 780720 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Public Square Traffic Signal Optimization and Coordination Project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown duly convened does hereby

RESOLVE that the City Council hereby approves the above-subject project, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City of Watertown to pay in the first instance 100% of the federal and non-federal share of the cost of Design Phases I-VI for the Project or portions thereof, and

BE IT FURTHER RESOLVED that the sum of \$135,000 is hereby appropriated from the 2019-20 Capital Budget and made available to cover the cost of participation in the above phase of the Project, and

BE IT FURTHER RESOLVED that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of the City of Watertown shall convene as soon as possible to appropriate said excess amount immediately upon notification by the New York State Department of Transportation thereof, and

BE IT FURTHER RESOLVED that the City Manager of the City of Watertown be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Watertown with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the

RESOLUTION

Page 2 of 2

Authorizing Supplemental No. 1
 Agreement With New York State
 Department of Transportation (NYS DOT),
 Design I-VI, Public Square Traffic
 Signal Optimization & Coordination,
 Contract D036492, PIN 780720

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C.P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

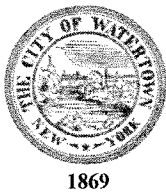
YEA	NAY

Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: November 3, 2020

TO: Kenneth Mix, City Manager

FROM: Thomas Maurer, CE 2

SUBJECT: Authorizing Spending from Available Funding
Public Square Traffic Signal Optimization – NYSDOT PIN: 7807.20

The City entered into an Agreement with the NYSDOT for the Public Square Traffic Signal Optimization Project. The project scope has collected current traffic and pedestrian data for various peak hours throughout the day at multiple locations. This data will be utilized to develop a series of simulated traffic models to optimize signal timing. In addition, traffic signal equipment will be specified that will communicate between the studied intersections. Improvements to signal timing and traffic signal coordination will reduce congestion in the area around and through Public Square, improve travel speeds and pedestrian safety and reduce idling and pollutants that are emitted during travel.

The limits of the project include all of Public Square, Arsenal Street from Massey Street to Public Square, Washington Street from Academy Street to Public Square, State Street from High Street to Public Square and Mill Street from Main Street to Public Square.

The projected \$505,000 highway project will be funded by 80% federal funds (\$404,000), and up to 20% local funds (\$101,000), for design, construction and construction administration, and is scheduled for 2020 construction.

The City has retained Fisher Associates for the preliminary design and final design. Construction Administration/Inspection effort will be included in a separate future supplemental agreement.

Please prepare a resolution for Council consideration.

Cc: Michael Delaney, City Engineer
James Mills, City Comptroller



**Department of
Transportation**

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

KENNETH M. BIBBINS, P.E.
Acting Regional Director

October 27, 2020

Mr. Kenneth Mix, Interim City Manager
Suite 302, City Hall
245 Washington Street
Watertown, NY 13601

RE: PIN 780720 SUPPLEMENTAL AGREEMENT #1
CONTRACT #: D036492
PROJECT: Public Square Traffic Signal Optimization & Coordination
PHASE(S): Design Phases I-VI
MUNICIPALITY: City of Watertown

Dear Mr. Mix:

Attached is the Supplemental Agreement #1 which is required at this time to add additional design funds required for this project.

Accompanying this letter, and the Agreement, is Schedule A for the subject phases used to establish the locality's participation in the available Federal funding.

Enclosed are two complete agreement packages and six signature sheets. The agreement package contains the following:

- The **Supplemental Agreement**; and
- The Schedule A
- Appendix A
- Appendix B
- Sample Resolution

Mr. Kenneth Mix
Page 2
October 27, 2020

To Complete the Agreement:

The signature page (page 2) requires the signature of the Local Official authorized to act on the city's behalf, and the signature of the Municipal Attorney, each at the place indicated. The Acknowledgment Statement on page 2 requires a Notary's signature and stamp affixed, as indicated.

Your Resolution should have a number assigned, and the resolution needs to authorize funds for 100% of the total phase cost for all phases. The Resolution Certification must contain the Municipal Seal, either embossed or foil self-adhesive seals are acceptable.

Signatures on all copies of the Signature Page should be in original ball point pen (blue ink).

To Progress the Project:

Please execute and return to my office one complete agreement package and resolution and the six signature sheets.

If you have any questions concerning this Supplemental Agreement, please contact Michael L. Zimmermann, Project Manager, at (315)785-2405.

Sincerely,



For Scott A. Docteur, P.E.
Director
Planning & Program Management Office

Enclosure

Copy: K. Reff, Acting Program & Project Management Supervisor (center file)
Michael Zimmermann, Regional PPM Office, Project Liaison

Sponsor: **City of Watertown**
 PIN: **780720** BIN: **N/A**
 Comptroller's Contract No. **D036492**
 Supplemental Agreement No. **1**
 Date Prepared: **10/27/2020** By: **mlz**
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D036492 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

City of Watertown (the Sponsor)
 Acting by and through the **City of Watertown**
 with its office at **he Municipal Building, 245 Washington St., Watertown, NY 13601.**

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

☒ Amends a previously adopted Schedule A by (check as applicable):

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
 - ☐ adding additional funding (check and enter the # phase(s) as applicable):
 - ☐ adding phase _____ which covers eligible costs incurred on/after / /
 - ☐ adding phase _____ which covers eligible costs incurred on/after / /
 - ☒ increasing funding for a project phase(s)
 - ☐ adding a pin extension
 - ☐ change from Non-Marchiselli to Marchiselli
 - ☐ deleting/reducing funding for a project phase(s)
 - ☐ other (_____)

☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

☒ Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: City of Watertown
 PIN: 780720 BIN: N/A
 Comptroller's Contract No. D036492
 Supplemental Agreement No. 1
 Date Prepared: 10/27/2020 By: mlz
 Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
 For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
 Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
 For the New York State Comptroller
 Pursuant to State Finance Law '112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 7807.20

OSC Municipal Contract #: <u>D036492</u>	Contract Start Date: <u>8/7/2019</u> (mm/dd/yyyy)	Contract End Date: <u>8/7/2024</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A	
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 1			
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Watertown Other Municipality/Sponsor (if applicable): _____ <input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Municipality: _____ % of Cost share </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Municipality: _____ % of Cost share </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Municipality: _____ % of Cost share </div>			
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS			
Work Type: HWY SIGNALS	County (If different from Municipality): Jefferson		
Marchiselli Eligible <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/> Project Description: Public Square Traffic Signal Optimization & Coordination			
Marchiselli Allocations Approved FOR ALL PHASES <small>All totals will calculate automatically.</small>			
<small>Check box to indicate change from last Schedule A</small>	State Fiscal Year(s)	Project Phase	TOTAL
		PE/Design	ROW (RI & RA)
		Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$0.00	\$0.00
<input type="checkbox"/>	Current SFY	\$0.00	\$0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
7807.20.121	Current	CMAQ	\$135,000.00	\$108,000.00	\$0.00	\$27,000.00
	Old		\$75,000.00	\$60,000.00	\$0.00	\$15,000.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$135,000.00	\$108,000.00	\$ 0.00	\$27,000.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$108,000.00	\$ 0.00	\$ 0.00	\$27,000.00	\$135,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Michael L. Zimmermann</u> Phone No: <u>315-785-2405</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- At this time the non-federal share of Project costs identified for federal aid funding in this agreement is to be provided entirely by the Municipality. No subsidy or reimbursement of any portion of that local match is provided by New York States Marchiselli Program or this contract at this time.
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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

<https://ny.newnyccontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	Highway Training and Education
20.219	Recreational Trails Program
20.XXX	Highway Planning and Construction - Highways for LIFE;
20.XXX	Surface Transportation Research and Development;
20.500	Federal Transit-Capital Investment Grants
20.505	Federal Transit-Metropolitan Planning Grants
20.507	Federal Transit-Formula Grants
20.509	Formula Grants for Other Than Urbanized Areas
20.600	State and Community Highway Safety
23.003	Appalachian Development Highway System
23.008	Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE RESOLUTIONS

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the _____, P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of _____% Federal funds and _____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____.

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further


RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

FISCAL YEAR 2019-2020
CAPITAL BUDGET
INFRASTRUCTURE
TRAFFIC SIGNALS

PROJECT DESCRIPTION	COST
<p data-bbox="188 527 951 562">Downtown Public Square Traffic Signal Coordination</p> <p data-bbox="180 604 1182 741">This project will involve the extensive traffic data collection, modeling, and design for construction and modifications to coordinate traffic signals in the downtown core and main arterials. Improvements will include traffic signal hardware upgrades, wireless communication between signals, as well as vehicle detection.</p> <div data-bbox="185 779 1175 1423">  </div> <p data-bbox="444 1446 972 1467" style="text-align: center;">Public Square Area Traffic Signal Optimization and Coordination Project</p> <p data-bbox="175 1518 638 1619"> Design: \$135,000 (FY 2019/20) Inspection: \$56,000 (FY 2020/21) Construction \$314,000 (FY 2020/21) </p> <p data-bbox="180 1795 1187 1929">Funding to support this project will be through the Federal Congestion Mitigation and Air Quality Program administered by NYSDOT 80% federal and the 20% local match to support this project will be from a transfer from the General Fund (A.9950.0900).</p>	<p data-bbox="1247 527 1393 562">\$135,000</p>
TOTAL	\$135,000

Res No. 3

November 9, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing Supplemental Agreement No. 1 to Professional Services Agreement for Bridge NY Project, C&S Engineers

The Mill Street Bridge and the Pearl Street Bridge projects were completed this year after the final work was delayed, because of weather conditions in the Fall of 2019. Additional inspections by C&S Engineers were required, because of the time extension that was granted to the contractor.

Supplemental Agreement No. 1 to the Professional Services Agreement with C&S Engineers has been prepared in the amount of \$37,000 for the additional work. This brings the original agreement amount of \$225,000 to \$262,000.

Attached is a Resolution for Council consideration. The Bond Ordinance approved by City Council on February 19, 2019 has sufficient contingency funds to finance the total project.

RESOLUTION

Page 1 of 1

Authorizing Supplemental Agreement
No. 1 to Professional Services Agreement
for Bridge NY Project, C&S Engineers

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C.P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

WHEREAS on October 2, 2017, City Council approved the Professional Services Agreement with C&S Engineers for the Purpose of Performing engineering services for the Bridge NY Project in the amount of \$225,000 for the rehabilitation of the Mill Street Bridge (North span) and the Pearl Street Bridge (North span), and

WHEREAS C&S Engineers has now submitted Supplemental Agreement No. 1 in the amount of \$37,000 bringing the total contract amount to \$262,000 to include the additional work, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Supplemental Agreement No. 1 to the Professional Services Agreement with C&S Engineers, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign Supplemental Agreement No. 1 of the Professional Services Agreement with C&S Engineers.

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 9 November 2020

TO: Kenneth Mix, City Manager

FROM: Thomas Maurer, CE 2

SUBJECT: Bridge NY - D035557 - Supplemental Agreement #1 (Construction
Inspection/Design Services) Mill St/Black River (BIN 2220240)
Rte 283/N. Br. Black River (BIN 2220260)

Enclosed is a copy of the Supplemental Agreement #1 (SA#1) for professional services with C&S Engineers for City Council review and approval. The SA#1, for an amount of \$37,000, covers the scope work required to complete the construction phase of the rehabilitation of the Mill Street Bridge (North span) and Pearl Street Bridge (North span).

This supplemental agreement for \$37,000, plus the original agreement in the amount of \$225,000, brings the total contract amount with C&S Engineers to \$262,000. The additional scope of work is detailed in the attached agreement.

This construction project was funded between \$1.8 million from the National Highway fund and a local share of \$0.42 million.

Please prepare a resolution for Council consideration.

Cc: James Mills, Comptroller

SUPPLEMENTAL CONSULTANT AGREEMENT NO. 1 (CONSTRUCTION INSPECTION)

PROJECT:

PIN 7753.70

Rehabilitation of Mill Street over Black River (BIN 2220240)

Rehabilitation of Pearl Street over N. Br. Black River (BIN 2220260)

This Supplemental Agreement made this ___ day of _____ 2020, by and between the City of Watertown, New York (hereinafter referred to as the "MUNICIPALITY"), and C&S Engineers, Inc., (hereinafter referred to as the "CONSULTANT").

WITNESSETH: The MUNICIPALITY and the CONSULTANT have entered into a Consultant Agreement for Engineering Services, dated February 27, 2019, for the undertaking of the above titled project. The MUNICIPALITY and the CONSULTANT agree to amend said Agreement with this Supplemental Consultant Agreement No. 1 in accordance with the following amendments:

AMENDMENT NO. 1: The parties hereto agree that the maximum amount payable under the Agreement for **Construction Inspection** Services, including profit, be increased from \$ 225,000.00 to \$ 262,000.00.

AMENDMENT NO. 2: Attachment "A" hereto is added to and made part of the Agreement.

AMENDMENT NO. 3: Attachment "B" hereto is added to and made part of the Agreement.

AMENDMENT NO. 4: CONSULTANT shall be compensated for work performed using the Specific Hourly Rate Method for inspection as shown in Attachment "C".

Except as amended hereby the Agreement and all terms and conditions contained therein between the MUNICIPALITY and CONSULTANT shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Consultant Agreement No. 1 has been executed by the MUNICIPALITY, acting by and through the _____, who has caused the seal of his office to be affixed hereto, and the CONSULTANT, by and through a duly authorized officer, has executed this Supplemental Consultant Agreement effective the day and year first above-written.

MUNICIPALITY
City of Watertown, NY

By: _____

Title: _____

Date: _____

CONSULTANT
C&S Engineers, Inc.

By: James F. Craig
James F. Craig, P.E.

Title: Managing Engineer, Bridge Dept.

Date: 10-12-20

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding
Consultant Design Services

PIN: 7753.70

Term of Agreement Ends: December 31, 2020

BIN: 2220240 & 2220260

☐ Main Agreement ☐ Amendment to Agreement ☒ Supplement to Agreement

Phase of Project Consultant to work on:

☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction Inspection

Dates or term of Consultant Performance:

Start Date: January 1, 2020

Finish Date: December 31, 2020

PROJECT DESCRIPTION:

This supplemental agreement is for extra construction inspection services, due to the need to grant the contractor a contract time extension. LAFAP Construction Inspection Task Section 9 (Attachment "B"), for the bridges referenced above.

Refer to Attachment B, Scope of Services for further detail.

Project Location:

Mill Street (US 11) over Black River in the City of Watertown, Jefferson County, NY
 Pearl Street (NYS 283) over North Branch of Black River in the City of Watertown, Jefferson County, NY

Project Funding:

Project Funding is a Locally Administered Federal Aid (95% federal, 5% local)

Project Classification:

NEPA C List Categorical Exclusion; SEQR Type II

Consultant Work Type(s): See Attachment "B" for detailed Task List/Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

Current Approved Agreement Amount:	\$ 225,000
Amount of this Supplemental Agreement (7753.70.121):	\$ 18,500
Amount of this Supplemental Agreement (7753.70.122):	<u>\$ 18,500</u>
Total Amended Agreement Amount:	\$ 262,000

**Rehabilitation of Mill Street over Black River (BIN 2220240)
Rehabilitation of Pearl Street over N. Br. Black River (BIN 2220260)**

CITY of WATERTOWN

Supplemental Agreement # 1 – Construction Inspection Scope of Services

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Section 9 Construction Inspection	2

Section 9 – Construction Inspection

This scope of services includes descriptions of extra construction inspection work that has already been completed. This supplemental agreement is for extra construction inspection services, due to the need to grant the contractor a contract time extension. A list of general extra work for each bridge is included below, with detailed descriptions following:

Mill Street

- 1) Thin polymer overlay completed in 2020. This work was unable to be completed in 2019 due to weather conditions in the fall of 2019. Lighting work on the end of the bridge was completed in 2020.

Pearl Street

- 1) Railing and joint repair was completed in 2020.

9.02 Inspection

- 1) Extra effort was needed for the field inspection of the above work.

ATTACHMENT C**PIN 7753.70 - MILL & PEARL STREETS - CONSTRUCTION INSPECTION****SUMMARY OF ADDITIONAL EFFORT 10/26/19 TO PROJECT COMPLETION****ITEM IA - DIRECT LABOR SUMMARY**

Staff	Title	Rate	Hours	Direct Technical Salary	Task
2019					
Craig, James	Project Manager	\$ 163.93	1.0	\$ 163.93	Construction Support
Maciolek, Sarah	Senior Tech. Admin.	\$ 68.11	14.5	\$ 987.60	Project Closeout
Moore, Michael	CADD Operator	\$ 69.17	16.0	\$ 1,106.72	Record Plans
Norton, Mark	Resident Engineer	\$ 116.92	175.0	\$ 20,461.00	Inspection
Stanton, Charles F.	Senior Const. Super.	\$ 161.57	9.0	\$ 1,454.13	Construction Supervision
				\$ 24,173.38	

2020

Anastas, Mark	Inspector	\$ 83.36	9.0	\$ 750.24	Inspection
Cataldo, Brendan	Chief Inspector	\$ 105.66	52.0	\$ 5,494.32	Inspection
Maciolek, Sarah	Senior Tech. Admin.	\$ 70.16	3.0	\$ 210.48	Project Closeout
Misiaczek, Christopher	Engineer	\$ 96.94	31.0	\$ 3,005.14	Inspection, Record Plans
Norton, Mark	Resident Engineer	\$ 120.40	16.0	\$ 1,926.40	Project Closeout
Stanton, Charles F.	Senior Const. Super.	\$ 166.42	34.0	\$ 5,658.28	Construction Supervision
Trivisonno, Dustin	Const. Super.	\$ 115.42	1.0	\$ 115.42	QA review
				\$ 17,160.28	

ITEM II - DIRECT-NON SALARY SUMMARY

Item	Cost	Description
Mileage	\$ 27.84	Norton, Mark
Material Testing	\$ -	
	\$ 27.84	

ITEM IA	\$ 41,333.66	
ITEM II	\$ 27.84	
TOTAL EFFORT	\$ 41,361.50	
MAP	\$ 225,000.00	
EXPENDED TO DATE (FROM INVOICE #2)	\$ 219,824.32	
EFFORT 10/26/19 TO PROJECT COMPLETION	\$ 41,361.50	
AMOUNT UNDER (OVER) BUDGET	\$ (36,185.82)	
	\$ (18,092.91)	PIN 7753.70.121
	\$ (18,092.91)	PIN 7753.70.122

To: The Honorable Mayor and City Council

From: Jennifer Voss, Senior Planner

Subject: Approving Grant Agreements with the Watertown Urban Mission, the Community Action Planning Council of Jefferson County, the Salvation Army and the United Way of Northern New York for CDBG CARES Act Funding for Food Pantry Assistance

The Community Development Block Grant (CDBG) 2020 Annual Action Plan Amendment that was adopted by the City Council on August 17, 2020 included \$100,000 in CARES Act funds to pay for food and associated supplies in support of four local food pantries. The pantries are located at the Watertown Urban Mission, the Community Action Planning Council, the Salvation Army and the Watertown City School District Food 4 Families Program. The food will be made available to low and moderate income families living in the City of Watertown.

An agreement between the City of Watertown and each of the food pantries has been drafted and is attached. The United Way will receive the funds and purchase food for the Watertown City School District Program from the Central New York Food Bank. All pantries will comply with all CDBG regulations and provide the City with a complete financial report on the use of grant funds.

The resolutions prepared for City Council consideration approve each of the proposed agreements and authorizes the City Manager to sign them on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving the Grant Agreement
with the Watertown Urban Mission
For CDBG CARES Act Funding
For Food Pantry Assistance

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C.P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Community Development Block Grant (CDBG) 2020 Annual Action Plan Amendment that was adopted by the City Council on August 17, 2020 included \$25,000 in CARES Act funds to pay for food and associated supplies in support of the Watertown Urban Mission food pantry, and

WHEREAS the food will be made available to low and moderate income families living in the City of Watertown, and

WHEREAS a Grant Agreement between the City of Watertown and the Watertown Urban Mission for the CDBG CARES Act 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 the Watertown Urban Mission, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Kenneth A. Mix, is hereby authorized and directed to sign the Grant Agreement on behalf of the City Council for the 2020 CDBG CARES Act Watertown Urban Mission Food Pantry Assistance.

Seconded by:

GRANT AGREEMENT

This Grant Agreement ("***Grant Agreement***") is made this ____ day of _____, 2020, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the "***Grantor***"), and **the WATERTOWN URBAN MISSION**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the "***Grantee***").

The Grantor is the recipient of Community Development Block Grant CARES ACT (CDBG-CV) funds from the U. S. Department of Housing and Urban Development (HUD). The 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act awarded additional funds to the City's Community Development Block Grant (CDBG) program. 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-20-MW-36-0121 dated September 15, 2020.

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 Twenty-five Thousand Dollars and 00/100 (\$25,000.00) 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 Urban Mission Food Pantry (the "***Project***"). Payment of funds to the Grantee shall be made on a reimbursement basis as expenses are incurred and claims are submitted.

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes. All grant funds must be spent by December 31, 2025.

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 food.

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 Urban Mission Food Pantry 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.

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

WATERTOWN URBAN MISSION,
a 501 (c)(3) Not-For-Profit Organization

By: Dawn Cole
Its: Executive Director

CITY OF WATERTOWN

By: Kenneth A. Mix
Its: City Manager

RESOLUTION

Page 1 of 1

Approving the Grant Agreement
with the Community Action Planning
Council of Jefferson County for CDBG
CARES Act Funding for Food Pantry
Assistance

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C.P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Community Development Block Grant (CDBG) 2020 Annual Action Plan Amendment that was adopted by the City Council on August 17, 2020 included \$25,000 in CARES Act funds to pay for food and associated supplies in support of the Community Action Planning Council of Jefferson County food pantry, and

WHEREAS the food will be made available to low and moderate income families living in the City of Watertown, and

WHEREAS a Grant Agreement between the City of Watertown and the Community Action Planning Council for the CDBG CARES Act 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 the Community Action Planning Council, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Kenneth A. Mix, is hereby authorized and directed to sign the Grant Agreement on behalf of the City Council for the 2020 CDBG CARES Act Community Action Planning Council Food Pantry Assistance.

Seconded by:

GRANT AGREEMENT

This Grant Agreement ("***Grant Agreement***") is made this ____ day of _____, 2020, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the "***Grantor***"), and **the COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the "***Grantee***").

The Grantor is the recipient of Community Development Block Grant CARES ACT (CDBG-CV) funds from the U. S. Department of Housing and Urban Development (HUD). The 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act awarded additional funds to the City's Community Development Block Grant (CDBG) program. 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-20-MW-36-0121 dated September 15, 2020.

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 Twenty-five Thousand Dollars and 00/100 (\$25,000.00) 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 Community Action Planning Council of Jefferson County Food Pantry (the "***Project***"). Payment of funds to the Grantee shall be made on a reimbursement basis as expenses are incurred and claims are submitted.

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes. All grant funds must be spent by December 31, 2025.

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 food.

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 Community Action Planning Council of Jefferson County Food Pantry 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.

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

COMMUNITY ACTION PLANNING COUNCIL
OF JEFFERSON COUNTY,
a 501 (c)(3) Not-For-Profit Organization

By: Melinda Gault
Its: Executive Director

CITY OF WATERTOWN

By: Kenneth A. Mix
Its: City Manager

RESOLUTION

Page 1 of 1

Approving the Grant Agreement
with the Salvation Army for CDBG
CARES Act Funding for Food Pantry
Assistance

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C.P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Community Development Block Grant (CDBG) 2020 Annual Action Plan Amendment that was adopted by the City Council on August 17, 2020 included \$25,000 in CARES Act funds to pay for food and associated supplies in support of the Salvation Army food pantry, and

WHEREAS the food will be made available to low and moderate income families living in the City of Watertown, and

WHEREAS a Grant Agreement between the City of Watertown and the Salvation Army for the CDBG CARES Act 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 the Salvation Army, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Kenneth A. Mix, is hereby authorized and directed to sign the Grant Agreement on behalf of the City Council for the 2020 CDBG CARES Act Salvation Army Food Pantry Assistance.

Seconded by:

GRANT AGREEMENT

This Grant Agreement ("***Grant Agreement***") is made this ____ day of _____, 2020, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the "***Grantor***"), and **the SALVATION ARMY (WATERTOWN, NY)** a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the "***Grantee***").

The Grantor is the recipient of Community Development Block Grant CARES ACT (CDBG-CV) funds from the U. S. Department of Housing and Urban Development (HUD). The 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act awarded additional funds to the City's Community Development Block Grant (CDBG) program. 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-20-MW-36-0121 dated September 15, 2020.

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 Twenty-five Thousand Dollars and 00/100 (\$25,000.00) 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 Salvation Army Food Pantry (the "***Project***"). Payment of funds to the Grantee shall be made on a reimbursement basis as expenses are incurred and claims are submitted.

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes. All funds must be spent by December 31, 2025.

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 food.

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 Salvation Army Food Pantry 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.

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

THE SALVATION ARMY
a 501 (c)(3) Not-For-Profit Organization

By: Michael J. Southwick, Secretary
Its: Authorized Signatory
Corporate Principal Address:
440 West Nyack Road
West Nyack, NY 10994

CITY OF WATERTOWN

By: Kenneth A. Mix
Its: City Manager

RESOLUTION

Page 1 of 1

Approving the Grant Agreement
with the United Way of Northern NY
For the Watertown City School District
Food 4 Families Program CDBG CARES
Act Funding

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C.P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Community Development Block Grant (CDBG) 2020 Annual Action Plan Amendment that was adopted by the City Council on August 17, 2020 included \$25,000 in CARES Act funds to pay for food and associated supplies in support of the Watertown City School District Food 4 Families Program, and

WHEREAS the food will be made available to low and moderate income families in the Watertown City School District, and

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

WHEREAS a Grant Agreement between the City of Watertown and the United Way of Northern New York for the CDBG CARES Act 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 the United Way of Northern New York, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Kenneth A. Mix, is hereby authorized and directed to sign the Grant Agreement on behalf of the City Council for the 2020 CDBG CARES Act Watertown City School District Food 4 Families Program.

Seconded by:

GRANT AGREEMENT

This Grant Agreement ("***Grant Agreement***") is made this ____ day of _____, 2020, 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 CARES ACT (CDBG-CV) funds from the U. S. Department of Housing and Urban Development (HUD). The 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act awarded additional funds to the City's Community Development Block Grant (CDBG) program. 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-20-MW-36-0121 dated September 15, 2020.

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 Twenty-five Thousand Dollars and 00/100 (\$25,000.00) 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***"). Payment of funds to the Grantee shall be made on a reimbursement basis as expenses are incurred and claims are submitted.

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes. All grant funds must be spent by December 31, 2025.

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 food.

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.

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: Kenneth A. Mix
Its: City Manager

November 4, 2020

To: The Honorable Mayor and City Council

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

Subject: Adopting the Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square

The City of Watertown was awarded \$50,000.00 from a Strategic Planning and Feasibility Studies grant from the New York State Department of State. The funds were used to prepare a *Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square*. The purpose of the plan was to create a vision for the area and capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments and businesses, as well as identify transformational projects in this area of downtown Watertown. The project involved the development of preliminary designs and cost estimates for the commercial development of the island, along with the park and trail development on the eastern portion of the island. The preliminary designs and cost estimates can now be used for future budgeting and potential grant applications for construction. The total cost of the plan was \$95,000 with 50% paid for with grant funds, and 50% paid for with City dollars as consisting of a combination of staff costs and cash match.

The Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square is important as it will complement the Strategic Investment Plan created through the Downtown Revitalization Initiative (DRI) by preparing a Revitalization and Redevelopment Plan for a key area of downtown that connects to the DRI planning area, but was not included in the DRI Plan.

An integral part of the planning process was the establishment of a project Advisory Committee to provide input during the completion of the project. The committee consisted of business owners, river users, Brookfield Power, Watertown Local Development Corporation, Chamber of Commerce, community members and several members of the City Council. The Committee met for the first time in January 2020. Due to the COVID-19 pandemic, no further in-person meetings were able to be held; however, the Committee met again virtually in the spring. This group assisted in the development of the concept designs through participation in committee and public meetings and via email correspondence with the City and consultants. In addition to the meetings, the Committee also reviewed interim project material, providing comments and guidance on designs and documents completed as a result of the consultants' efforts.

Two public meetings were held to engage the public and identify important issues and opportunities, as well as to solicit input on the preferred schematic design. The first was an in-person meeting held in January 2020 and the second was a virtual meeting held in June 2020. Input from the public meetings was used along with recommendations from the Advisory Committee to finalize the design and inform the final plan.

The *Redevelopment Plan* was finalized in late October and now should formally be adopted by City Council. Adoption of the plan will demonstrate support for future improvements on Sewall's Island and in Factory Square. Adoption of the plan will also help support future grant applications and economic development within this area of the City and along the riverfront.

A copy of the Plan Overview and Executive Summary are attached for your review. In addition, a copy of the final plan can be viewed in the online version of the City Council Agenda Package and on the City's website at <https://www.watertown-ny.gov/index.asp?NID=870>.

The attached resolution has been drafted for City Council consideration that adopts the *Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square*.

RESOLUTION

Page 1 of 1

Adopting the Revitalization and
Redevelopment Design Plan for
Sewall's Island and Factory Square

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C.P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City was awarded \$50,000.00 from a Strategic Planning and Feasibility Studies grant from the New York State Department of State to prepare a plan that would create a vision for Sewall's Island and Factory Square and capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments and businesses, as well as identify transformational projects in this area of downtown Watertown, and

WHEREAS the City contracted with MKSK Studios, Inc. to conduct the study, and

WHEREAS the Study included the development of preliminary designs and cost estimates for the commercial development of the island, along with the park and trail development on the eastern portion of the island, and design schematics and implementation recommendations, and

WHEREAS an Advisory Committee was established and two meetings were held to provide guidance and assist with the development of design concepts, and

WHEREAS in addition to the Advisory Committee meetings, one in-person and one virtual public meeting was held to engage the public and identify issues and opportunities, and

WHEREAS the Study was finalized in October and the City Council desires to formally endorse the plan,

NOW THEREFORE BE IT RESOLVED that the City Council hereby adopts the City of Watertown's Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square dated October 2020.

Seconded by

SEWALL'S ISLAND
WATERTOWN

BEACH RIVER CAFE

REVITALIZATION AND REDEVELOPMENT DESIGN PLAN FOR

SEWALL'S ISLAND FACTORY SQUARE⁺

WATERTOWN, NY

OCTOBER 2020

ACKNOWLEDGMENTS

STEERING COMMITTEE

- Jan Brabant - River User
- Michelle Capone - Development Authority of North Country
- Max Delsignore - Northern New York Community Foundation
- Jon Elmer - Brookfield
- Tony Gianfagna - River User
- Lisa L’Huillier Ruggiero - City Council Member
- Ryan Henry-Wilkinson - City Council Member
- Steve Massaro - River User
- Kylie Peck - Chamber of Commerce President
- Julie Pelletier - Brookfield
- Don Rutherford - Watertown Local Development Corporation
- Reg Schweitzer - River User / Business Owner
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- Jason White - Local Resident
- Justin Wood - Former City Engineer
- Dave Zembiec - Jefferson County Industrial Development Agency

CITY OF WATERTOWN

- Jeffrey Smith - Mayor
- Kenneth Mix - City Manager
- Michael Lumbis - Planning & Community Development Director
- Jennifer Voss - Senior Planner
- Geoffrey Urda - Planner
- Michael DeMarco - Planner

CONSULTANT TEAM

- MKSK
- Highland Planning
- Endrestudio
- Ravi Engineering & Land Surveying

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SECTION 5: ACTION PLAN 59



SECTION 1

PLAN OVERVIEW & EXECUTIVE SUMMARY

PLAN OVERVIEW

In the fall of 2019, the City of Watertown (the City) set out to prepare a Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square. The plan created a vision to capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments, businesses, and identify transformational projects in this area of downtown Watertown. The City was awarded a Strategic Planning and Feasibility Studies grant from the New York State Department of State (the Department), which was used to pay for the plan. The City of Watertown has done multiple plans within the recent years including the 2018 Downtown Revitalization Strategic Investment Plan, the 2019 Downtown-Riverfront Parks Connection Feasibility Study, a Comprehensive Housing Analysis in 2017, and a Comprehensive Plan in 2019. These recent plans have created a sound foundation for more detailed planning efforts and studies like this one.

This plan was developed in three phases from September 2019 until September of 2020. The planning process included numerous community and stakeholder engagement activities, a physical analysis of the study area, a market analysis to understand the development potential in the area, the creation of redevelopment concepts, and the development of a final plan including a phasing strategy and specific actions necessary to see

through the plan's implementation.

This document will serve the City as a means for recruitment of developers and investors along with a tool to inform policy decisions and the pursuit of funding to make necessary improvements to the public space and infrastructure in the study area.

The City of Watertown selected a consultant team, led by MKSK, to prepare this plan. MKSK is an urban planning and landscape architecture firm based in Columbus, Ohio. The consultant team also includes: Highland Planning, a market analysis and community engagement firm from Rochester, NY; Endrestudio, a bridge design firm from Chicago, and Ravi Engineering and Land Surveying (Rochester, NY), who conducted an inspection of the former rail bridges as part of this plan.

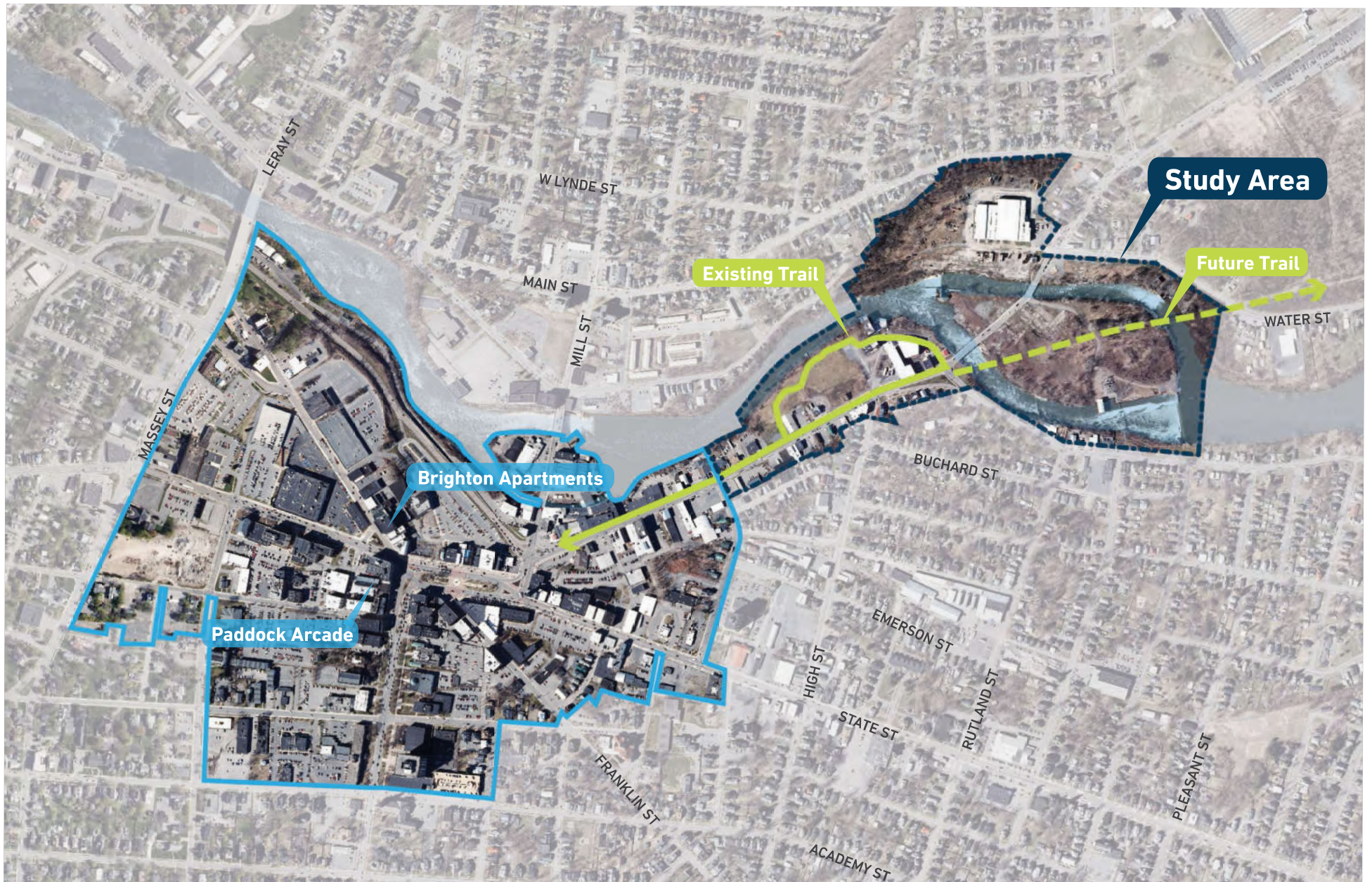


The relationship of future development to the Black River and downtown creates incredible potential.



The bridge on the east side of Sewall's Island is another incredible historic asset for the plan.

STUDY AREA MAP



EXECUTIVE SUMMARY

The Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square focused on taking an underutilized site with world-class assets and creating a vision for district-level vitality that builds on recent successes of projects in Watertown and focused on bringing people into the downtown area. The study area includes two prominent former industrial sites located less than half a mile from Public Square and the heart of Downtown Watertown.

The plan-making process included a robust community engagement strategy, conversations with key property owners and developers, and ongoing research and coordination with market analysts to ensure the plan's recommendations were in alignment with the desires of the larger community and were grounded in market realities.

The vision developed in this plan focused on promoting continuous activity by providing a diverse mix of complementary uses, and creating a destination that attracts residents and visitors to Watertown. The comprehensive vision, which is broken down into phases in Section 4 of this plan, includes the reuse of the existing buildings at Factory Square, mixed-use development on Sewall's Island, the redevelopment of the former recycling facility on the north shore of the Black River, and the creation of an expanded public space network across the study area that includes

the future connections to the Black River trail.

The future uses of this plan are meant to be flexible and subject to the interest of developers and investors who bring this plan to life, however, this plan provides recommended uses that are based on community desires, the market analysis, and relevant precedent developments. Some of the key, anchor uses recommended in the plan are:

- **Reusing the Black River Paper Company buildings in Factory Square** as a mixed-use loft building that provides an unrivaled residential offering within the City of Watertown. The ground floor of this building could be balanced by a restaurant or brewery use.
- **Developing a boutique hotel in the other buildings in Factory Square.** Once again, this is another use that takes advantage of the historical architecture and celebrates the unique setting that could provide guests with incredible views overlooking the Black River.
- **Mixed-use development on Sewall's Island.** The development on Sewall's Island needs to be conscious of numerous factors (outlined in the development framework in Section 4) that define the possibilities for development on the island. The plan proposes two buildings, the first is a 3-story mixed use building combining

a commercial ground floor with residential upper floors. The second building is a single story commercial or retail building on the northern side of the island. The form of said development is shaped by its relationship with the previously dedicated public space on the island, the Black River Trail, and the parking and infrastructure needs for all these uses.

The last section of the plan document is an action plan, otherwise known as an implementation strategy, that provides direction on the critical steps to realize the vision. This action plan is broken down into public actions, private actions, and public-private partnerships needed over three phases of redevelopment.

Overall, this plan sets out to transform this area into a vibrant waterfront district that leverages the site's unique qualities to spur investment and celebrate culture and natural wonder.

Map Labels:

- PEARL STREET
- WATER STREET
- BLACK RIVER
- Factory Square Park
- FACTORY STREET
- JEFFERSON STREET
- HIGH STREET
- LEE STREET
- BURGHARD STR.
- Sewall's Island
- Brookfield Site

Development Zones and Features:

- A, B:** Mixed-use developments near Factory Square Park.
- C:** Boutique hotel near Factory Square Park.
- D:** Event space near Factory Square Park.
- E:** Residential development near Factory Square Park.
- F:** Mixed-use development near Factory Square Park.
- G:** Public park area near Factory Square Park.
- H:** Commercial development near Water Street.
- I:** Commercial development near Water Street.
- J:** Outfitter development near Water Street.
- K:** Commercial development near Lee Street.
- L:** Commercial development near Lee Street.
- M:** Mixed-use development near Lee Street.
- N:** Townhomes near Water Street.
- O:** Single-family homes near Water Street.
- P:** Townhomes near Factory Square Park.

Legend:

A MIXED-USE *	F MIXED-USE *	L COMMERCIAL
B MIXED-USE *	H COMMERCIAL	M MIXED-USE
C BOUTIQUE HOTEL *	I COMMERCIAL	N TOWNHOMES
D EVENT *	J OUTFITTER *	O SINGLE-FAMILY HOMES
E RESIDENTIAL *	K COMMERCIAL	P TOWNHOMES
G PUBLIC PARK	* RE-USE OF EXISTING BUILDING	

CITY OF
SEWALL'S ISLAND
WATERTOWN

BLACK RIVER CAFE

REVITALIZATION AND REDEVELOPMENT DESIGN PLAN FOR

SEWALL'S ISLAND FACTORY SQUARE⁺

WATERTOWN, NY

OCTOBER 2020

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ACKNOWLEDGMENTS

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- Michelle Capone** - Development Authority of North Country
- Max Delsignore** - Northern New York Community Foundation
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- Michael DeMarco** - Planner

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SECTION 1

PLAN OVERVIEW & EXECUTIVE SUMMARY

PLAN OVERVIEW

In the fall of 2019, the City of Watertown (the City) set out to prepare a Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square. The plan created a vision to capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments, businesses, and identify transformational projects in this area of downtown Watertown. The City was awarded a Strategic Planning and Feasibility Studies grant from the New York State Department of State (the Department), which was used to pay for the plan. The City of Watertown has done multiple plans within the recent years including the 2018 Downtown Revitalization Strategic Investment Plan, the 2019 Downtown-Riverfront Parks Connection Feasibility Study, a Comprehensive Housing Analysis in 2017, and a Comprehensive Plan in 2019. These recent plans have created a sound foundation for more detailed planning efforts and studies like this one.

This plan was developed in three phases from September 2019 until September of 2020. The planning process included numerous community and stakeholder engagement activities, a physical analysis of the study area, a market analysis to understand the development potential in the area, the creation of redevelopment concepts, and the development of a final plan including a phasing strategy and specific actions necessary to see

through the plan's implementation.

This document will serve the City as a means for recruitment of developers and investors along with a tool to inform policy decisions and the pursuit of funding to make necessary improvements to the public space and infrastructure in the study area.

The City of Watertown selected a consultant team, led by MKSK, to prepare this plan. MKSK is an urban planning and landscape architecture firm based in Columbus, Ohio. The consultant team also includes: Highland Planning, a market analysis and community engagement firm from Rochester, NY; Endrestudio, a bridge design firm from Chicago, and Ravi Engineering and Land Surveying (Rochester, NY), who conducted an inspection of the former rail bridges as part of this plan.

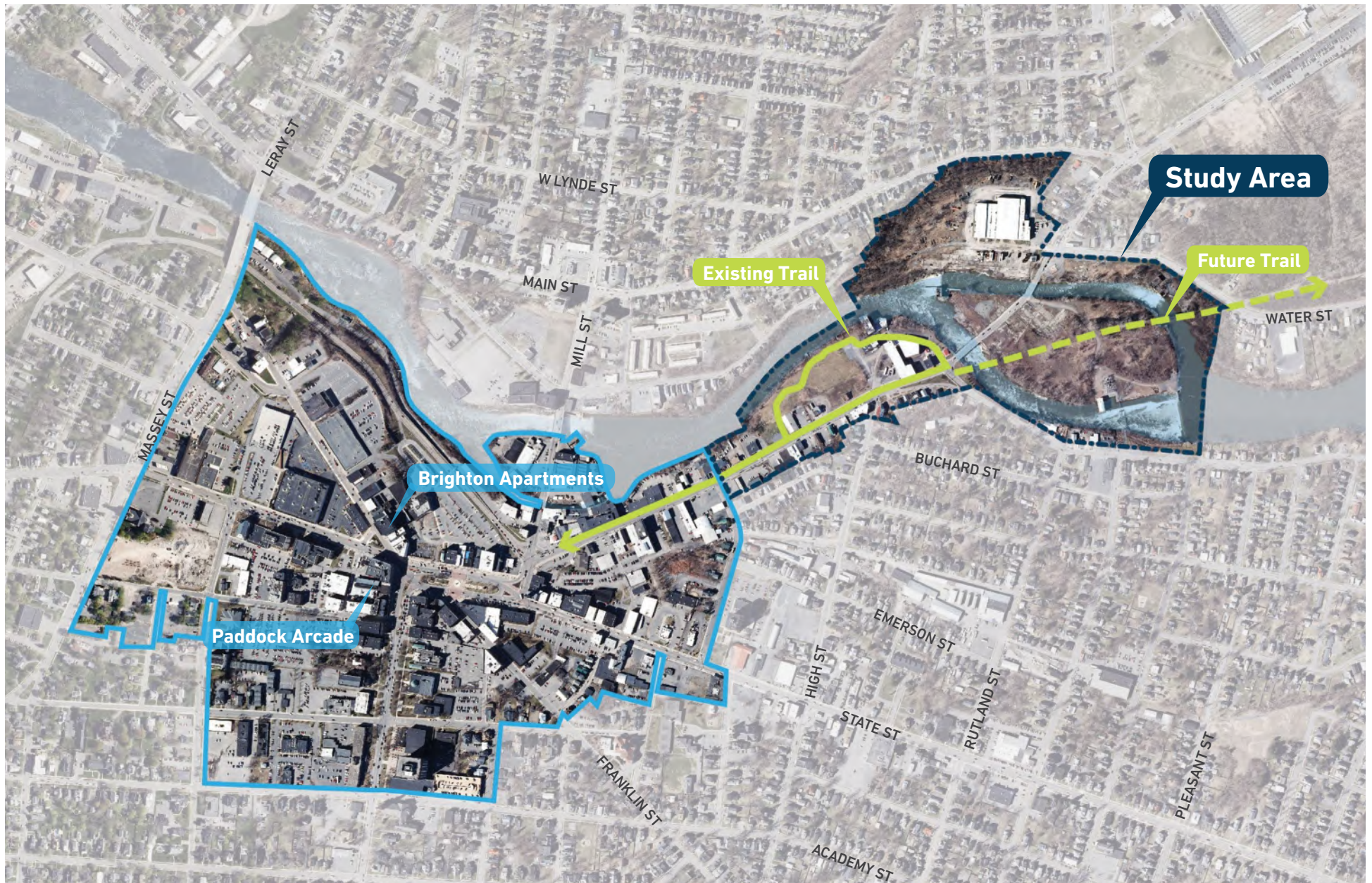


The relationship of future development to the Black River and downtown creates incredible potential.



The bridge on the east side of Sewall's Island is another incredible historic asset for the plan.

STUDY AREA MAP



EXECUTIVE SUMMARY

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The plan-making process included a robust community engagement strategy, conversations with key property owners and developers, and ongoing research and coordination with market analysts to ensure the plan's recommendations were in alignment with the desires of the larger community and were grounded in market realities.

The vision developed in this plan focused on promoting continuous activity by providing a diverse mix of complementary uses, and creating a destination that attracts residents and visitors to Watertown. The comprehensive vision, which is broken down into phases in Section 4 of this plan, includes the reuse of the existing buildings at Factory Square, mixed-use development on Sewall's Island, the redevelopment of the former recycling facility on the north shore of the Black River, and the creation of an expanded public space network across the study area that includes

the future connections to the Black River trail.

The future uses of this plan are meant to be flexible and subject to the interest of developers and investors who bring this plan to life, however, this plan provides recommended uses that are based on community desires, the market analysis, and relevant precedent developments. Some of the key, anchor uses recommended in the plan are:

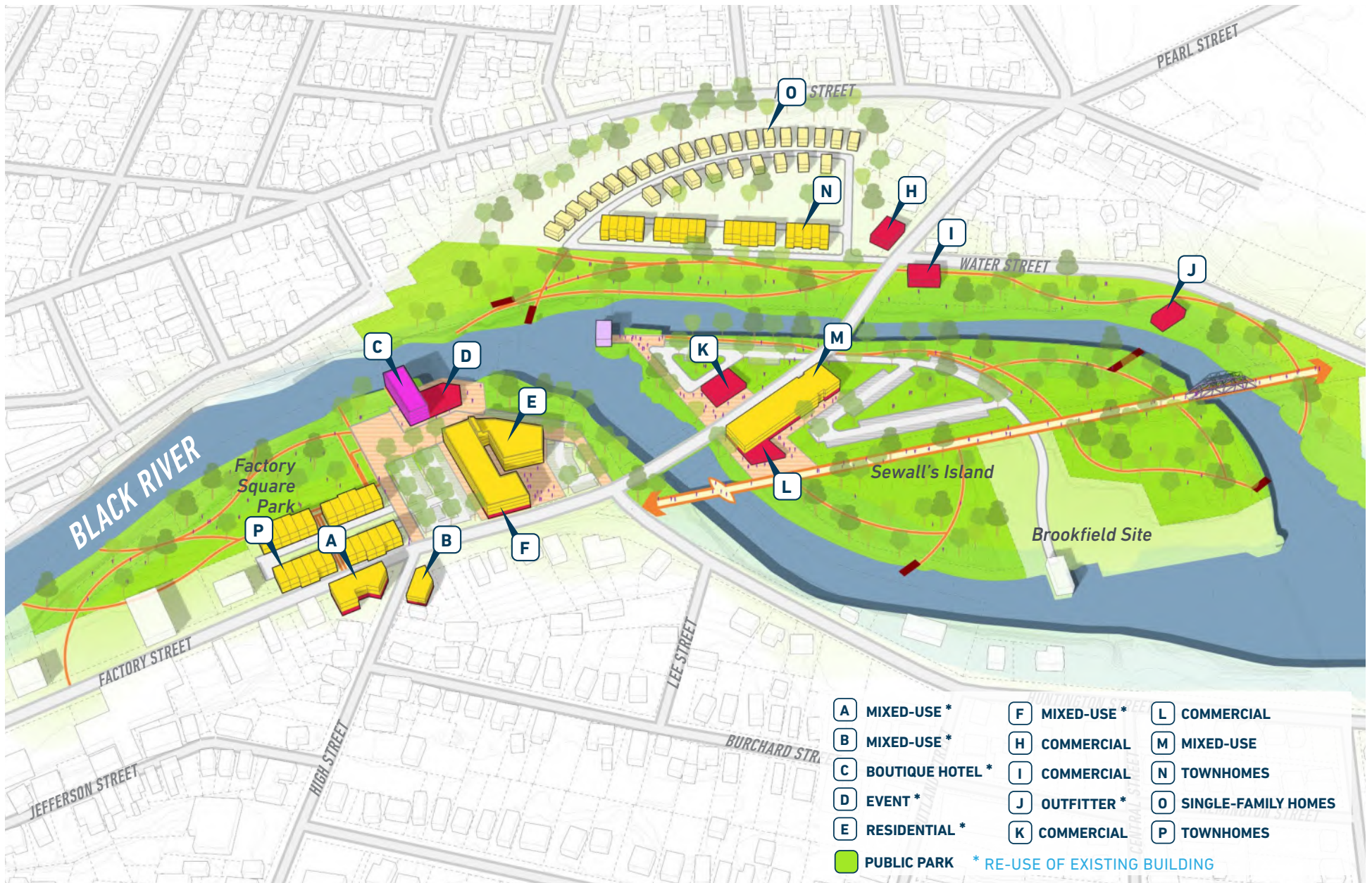
- **Reusing the Black River Paper Company buildings in Factory Square** as a mixed-use loft building that provides an unrivaled residential offering within the City of Watertown. The ground floor of this building could be balanced by a restaurant or brewery use.
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The last section of the plan document is an action plan, otherwise known as an implementation strategy, that provides direction on the critical steps to realize the vision. This action plan is broken down into public actions, private actions, and public-private partnerships needed over three phases of redevelopment.

Overall, this plan sets out to transform this area into a vibrant waterfront district that leverages the site's unique qualities to spur investment and celebrate culture and natural wonder.

COMPLETE REDEVELOPMENT PLAN



COMMUNITY ENGAGEMENT SUMMARY

Throughout this process, it was critical we engage the Watertown community and relevant stakeholders. The project team developed a Public Participation Plan for this project that identified key stakeholders, established critical timelines for feedback, and outlined possible strategies to be used to gather impactful feedback on the plan. The framework for community and stakeholder engagement during this process followed along the three major phases of the planning process, which were Understanding; Idea Testing; and Deciding and Doing. With the COVID-19 Pandemic beginning shortly after the conclusion of the first phase of the planning process, the consultant team had to adapt to changing circumstances to properly engage the public and stakeholders as the plan-making process couldn't be delayed. Below is an overview of how the engagement worked in the three project phases.

Phase 1: Understanding

During the first phase of the project, the goal of the project team was to build a comprehensive understanding of the study area, its context, public perceptions, and the desires for what the community and stakeholders would like to see in the future. The plan's Steering Committee was assembled to provide targeted feedback and direction on the vision and plan throughout the process. It was made up of local government

representatives, business owners, developers, residents, and other community stakeholders. Our first series of meetings for engagement occurred at the end of January of 2020. The focus of these meetings (one steering committee meeting and one public open house) was on presenting our understanding of the study area and prompting discussion from attendees to further improve our understanding and guide the creation of the plan's goals and vision statement. The first public open house was held on the evening of January 16, 2020 at Cornell Cooperative Extension in Watertown.

Also, during this phase, an initial online survey was conducted to gather additional feedback about what the community's aspirations were. The results from the survey and our first meeting series guided the development of the Vision Statement and Major Goals (found in Section 4 of the plan). The results of the survey also helped to guide the land uses of the redevelopment plan of the study area. Some highlights from the survey are shared on the following pages.

Phase 2: Idea Testing

With the COVID-19 Pandemic limiting in-person gatherings, our second meeting series (planned for late Spring 2020) had to be altered. The consultant team led a second Steering Committee meeting,

via Zoom, in which they collectively reviewed draft development plans and concepts for the reuse of the former rail bridges. In addition, MKSK developed a second public survey that narrated the draft plan recommendations and strategies and gathered pointed and specific feedback about phasing, development, future uses, economics, and more. Some of the takeaways from this second survey are also shared on the following pages.

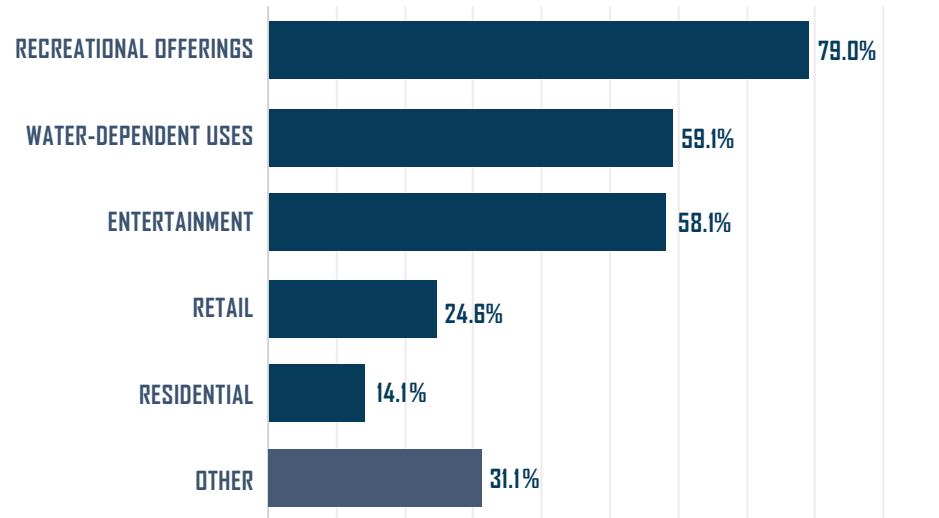
Phase 3: Deciding and Doing

During the third phase, the consultant team incorporated feedback from the public and stakeholders in the second phase to refine the plan's recommendations. The refined version of the plan was presented at a City Council work session. This allowed City leadership to ask questions and share their concerns and support for the plan. The direction given by stakeholders and City leadership in Phase 3 has guided the Action Plan (Section 5) for this project.

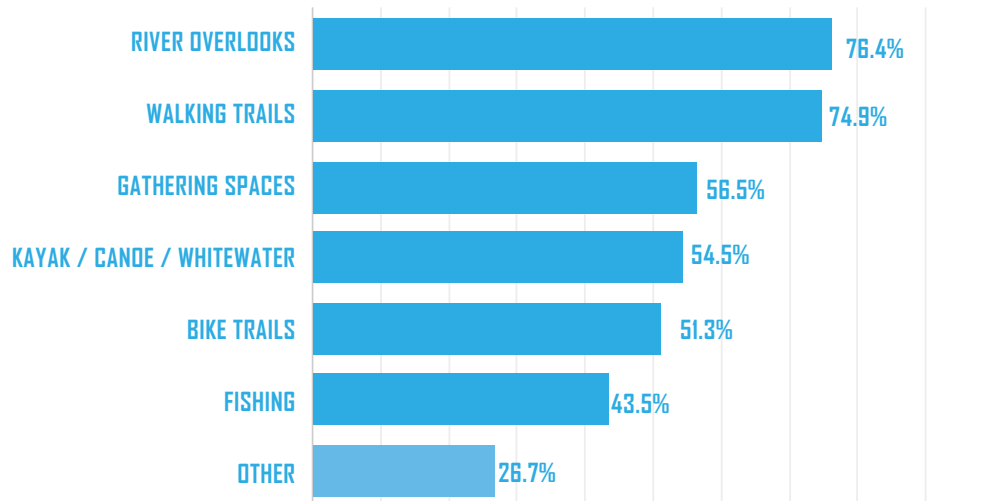
In summary, the engagement process was impacted drastically by the limited in-person events resulting from COVID-19. However, the project still elicited close to 350 interactions during this process which provided valuable feedback in shaping the vision for this area.

COMMUNITY ENGAGEMENT RESULTS

WHAT WOULD YOU LIKE TO SEE IN THE STUDY AREA?



WHAT TYPES OF RECREATIONAL ACTIVITIES WOULD YOU LIKE TO SEE?



Phase 1 Online Survey (January 2020)

The survey was conducted using Survey Monkey and was shared out through a press release and by utilizing the City's social media channels. There were just under 200 respondents. The key themes were:

- Bring back the **activity and energy**
- Foster a sense of **community**
- Create a **year-round destination**
- Appeal to all generations
- **Highlight the natural** and cultural history
- Support local business and commerce
- Program events and entertainment
- Create a **gateway to the city**
- Improve visibility of and **access to the river**

COMMUNITY ENGAGEMENT RESULTS (January 2020)



The January 2020 Steering Committee meeting.



The Public Open House in January 2020.



Results of the visual preference survey for public space.



Results of the visual preference survey for development.

COMMUNITY ENGAGEMENT RESULTS

When asked about their general feelings on each phase of the development, these were the results:



Some comments...

When people visit you in Watertown... **you'll tell them to go here.**

It should be a case study, something that **draws national attention** for how we took an old broken town and brought it back to life.

I think this could be one of the **best things to happen to Watertown** ever... could potentially become a "signature" space that we can **be known for**

Phase 2 Online Survey (June 2020)

The initial plans for feedback in Phase 2 were altered as a result of the COVID-19 Pandemic. This survey was also conducted using Survey Monkey and was shared out through a press release and by utilizing the City's social media channels. The key takeaways from this survey were:

- **Vision Statement and Project Goals:** 80% of respondents agreed that the Vision Statement and Goals reflected their desires for the future of this area.
- The specific desired uses for commercial development focused on **dining, lodging, entertainment and event spaces.**
- The primary desired features for public space included **trails, river overlooks, and restored natural landscapes.**
- The specific desired uses for residential development focused on **historic lofts, riverfront flats, and townhomes.**

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An aerial photograph of a city street intersection, overlaid with a semi-transparent blue filter. The image shows a multi-lane road with a central median, surrounded by various urban buildings, trees, and parking areas. The text 'SECTION 2' is positioned in the lower right quadrant of the image.

SECTION 2

SITE ANALYSIS

SITE ANALYSIS

STUDY AREA OVERVIEW

The plan focuses on over 80 acres located along the Black River, northeast of Downtown Watertown. The study area includes several parcels along Factory Street including all of the existing Factory Square buildings and its adjacent park, all of Sewall's Island, and several parcels on the northern shore of the Black River along Pearl and Water Streets including the former recycling facility.

The study area can be best broken down into three areas: Factory Square, Sewall's Island, and the North Shore. Factory Square is the former home of the Black River Paper Company, of which multiple buildings remain and define this area of the city due to their positioning along Factory Street. This sub-area also includes other buildings, some historic, which are candidates for reuse or redevelopment. One building in Factory Square was demolished in January of 2020 due to its crumbling condition. Also in this part of the study area is Factory Square Park, which includes a park path, lawn, and river overlook.

The Sewall's Island portion of the study area includes all the island as well as the two former rail bridges on opposite sides of the island. The island was formerly home to the Bagley & Sewall Company. The island has largely been unused for years since the former factory buildings were demolished. There are two remaining structures

on the island, a former mill on the northwest point of the island and a Brookfield hydro-power facility located along the south side of the island. The former rail bridges along with a direct connection between them will complete a key piece of the Black River Trail that will one day connect Fort Drum to Downtown. Two parcels on the island (south of the proposed trail alignment and sandwiching the Brookfield property) have previously been dedicated as future park land.

The last sub-area for this plan includes multiple parcels along Water Street on the north side of the Black River. These parcels provide frontage on the Black River's northern shore. This area also includes the former recycling facility located on the west side of the intersection of Water and Pearl Street.

A map and diagram of the study area boundary can be found on pages 5 and 19 respectively.



The historic buildings of Factory Square.



The former mill on the northwest corner of Sewall's Island.

SITE ANALYSIS
SITE PHOTOS



Buildings in Factory Square have unique access to the River.



The existing buildings offer opportunities for reuse.



The Black River offers an incredible asset to both Sewall's Island and Factory Square.

SITE ANALYSIS

SITE PHOTOS (CONTINUED)



The former rail bridge on the east side of the island.



The site has an intimate relationship with the river.

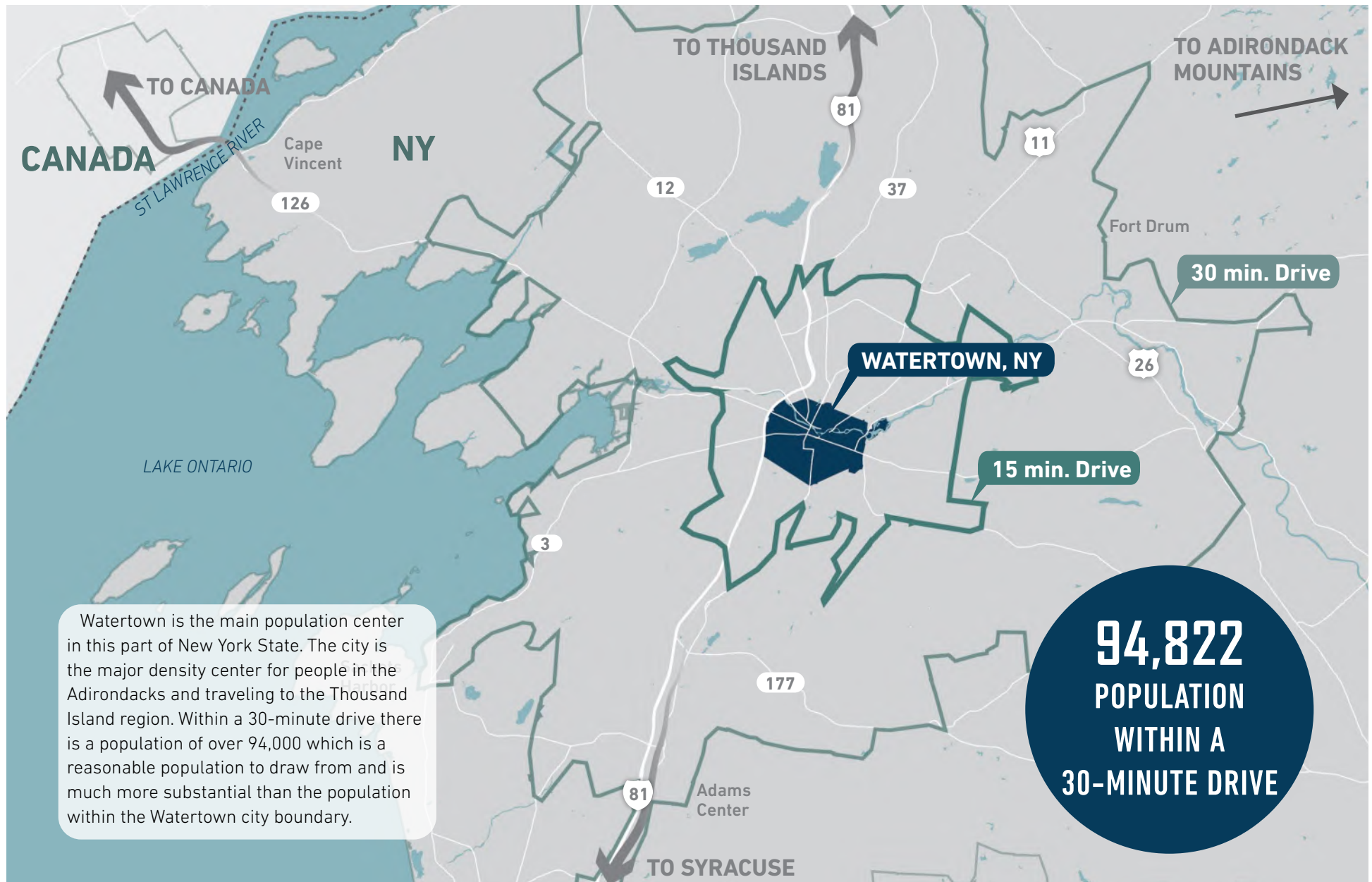


The cap in place resulting from prior clean-up on the island.

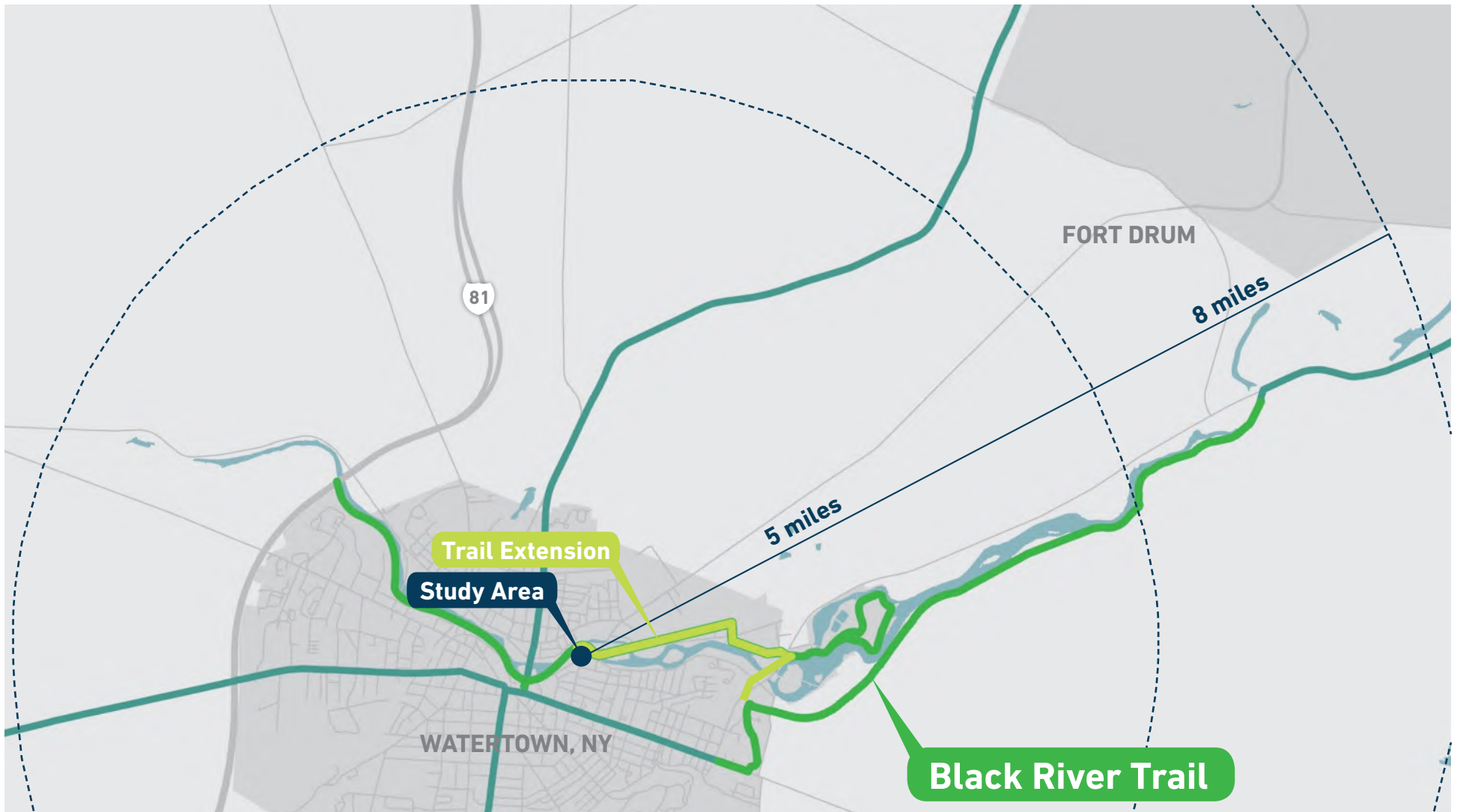


The former rail bridge on the western side of the island crosses over rapids in the Black River.

SITE ANALYSIS
REGIONAL CONTEXT

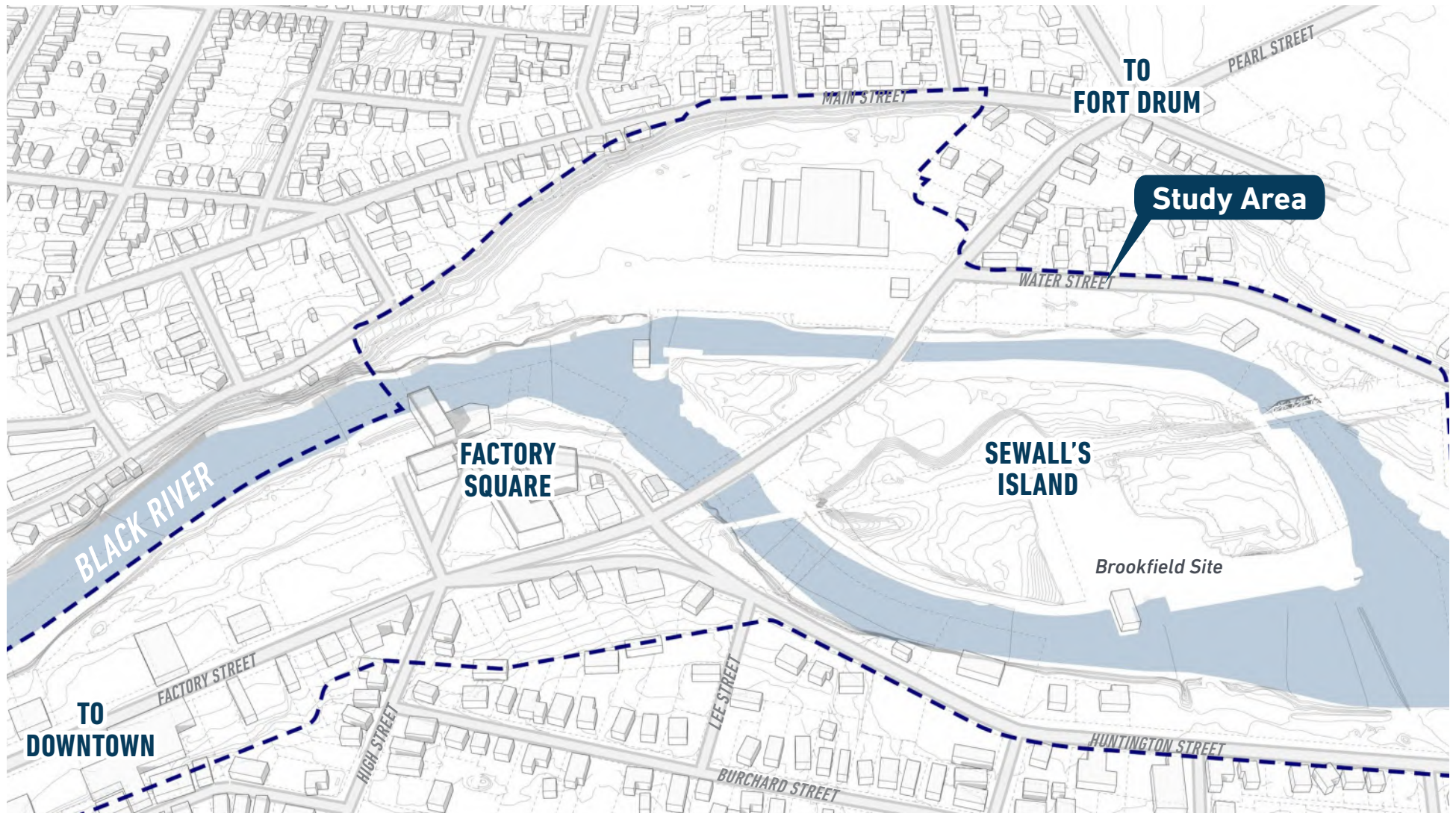


SITE ANALYSIS
LOCAL CONTEXT



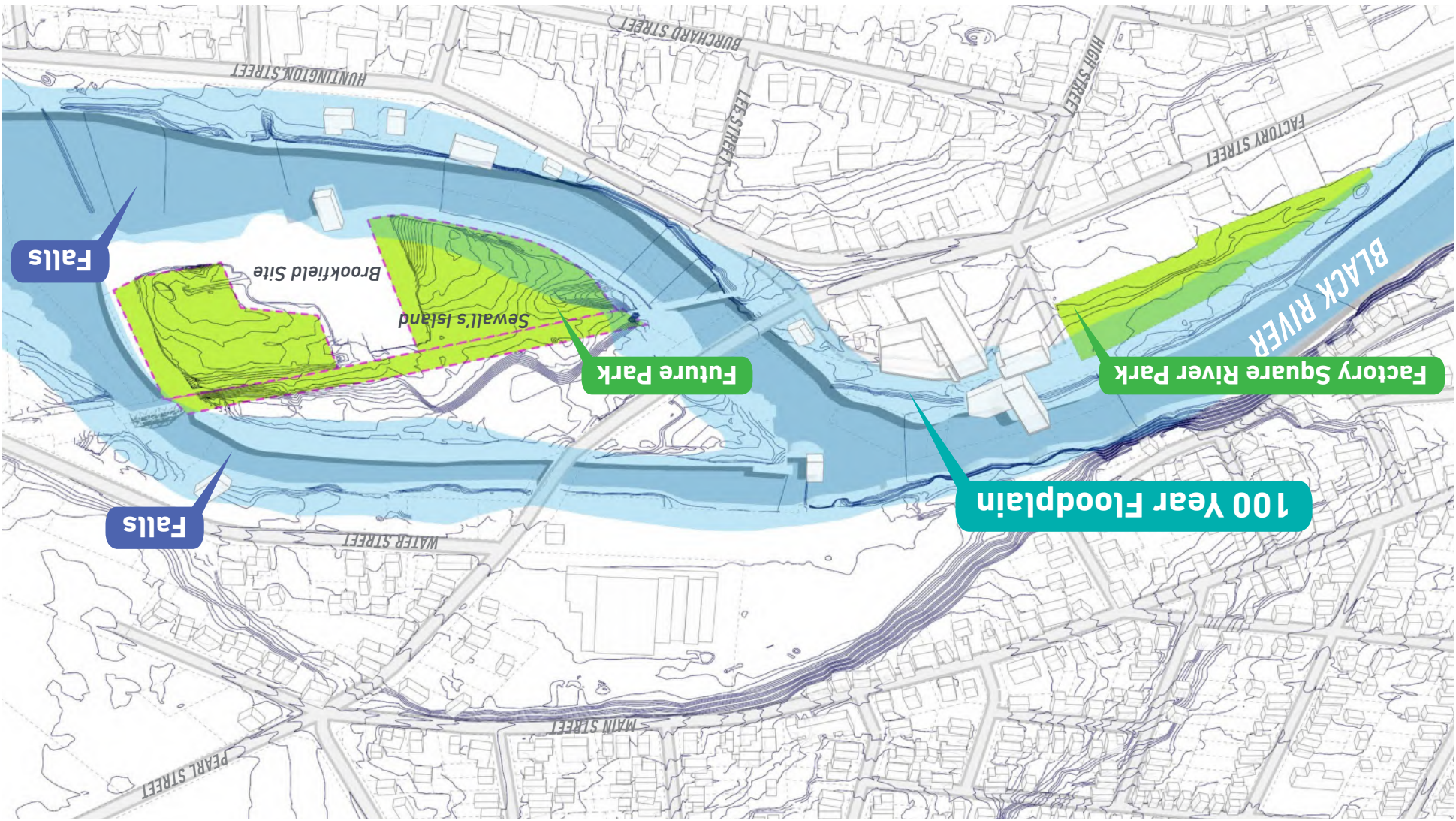
The local context around Watertown must include acknowledgment of nearby Fort Drum and its impact on the local economy and culture of the area. Due to the proximity, Fort Drum provides an additional population base that can support destinations, businesses, and housing in Watertown. To date, cars were the primary means for connecting between these two areas. Recent planning efforts have sought to complete the gaps in the Black River Trail that would complete a continuous bike route from Fort Drum to downtown Watertown. The proposed alignment of this trail connection runs right through this project's study area.

STUDY AREA BOUNDARY



The study area is over 80 acres of public and privately owned parcels that includes all of Sewall's Island, Factory Square, and over 2 miles of Black River shoreline. Most of the parcels in this study area are either publicly owned or owned by a small collection of property owners who have been engaged throughout this process. This study area includes opportunities for redevelopment of historic industrial buildings and space for intimate interactions with the Black River.

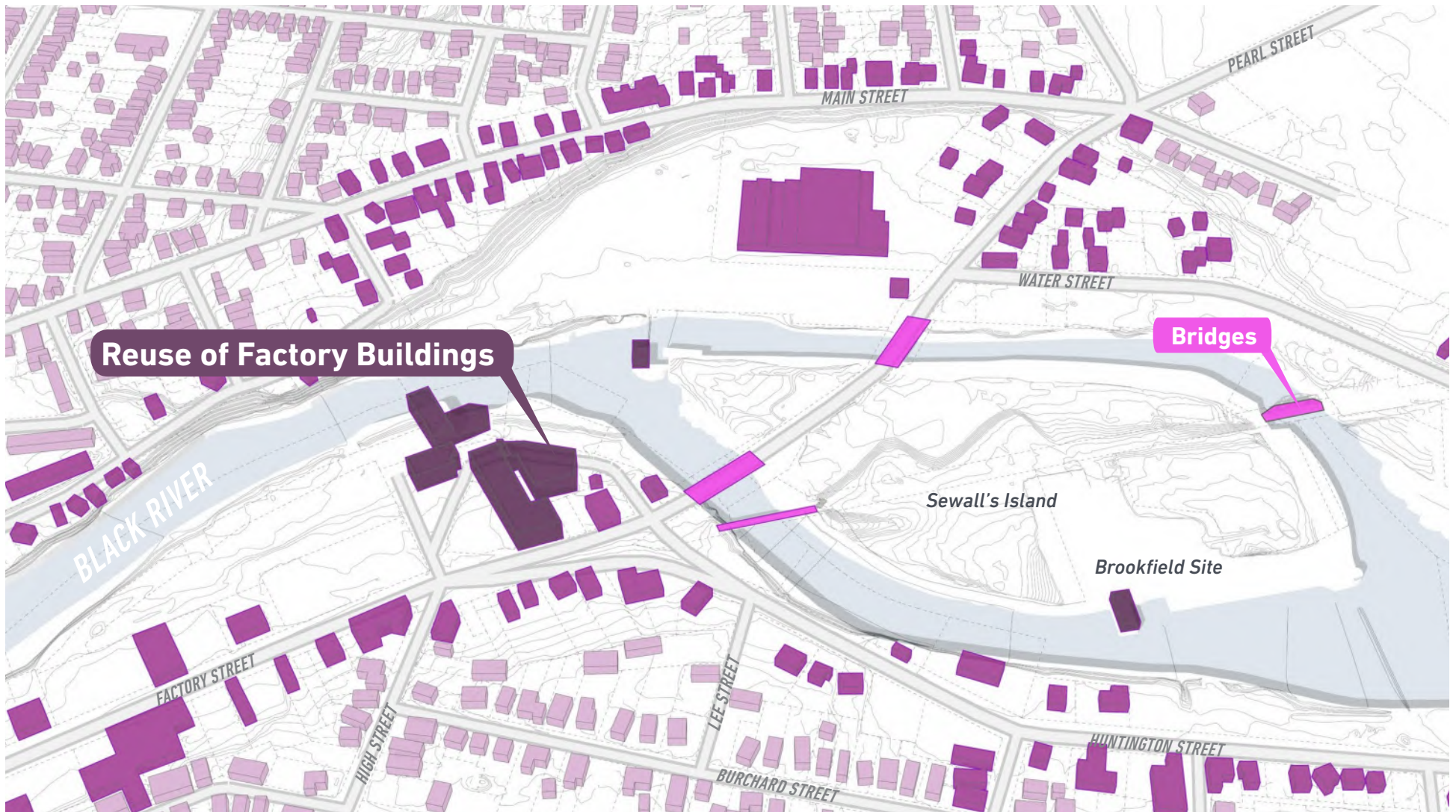
The natural setting of this study area is one of its key assets. The opportunity to create a vibrant urban district with connections to environmental assets like the Black River do not come around often. Previous planning efforts have led to parcels of land on Sewall's Island being dedicated for future park land. Park space will be an integral component of revitalizing this area and this plan will develop concepts for new park land on the island, at Factory Square Park, and the north shore of the Black River.



NATURAL RESOURCES

SITE ANALYSIS

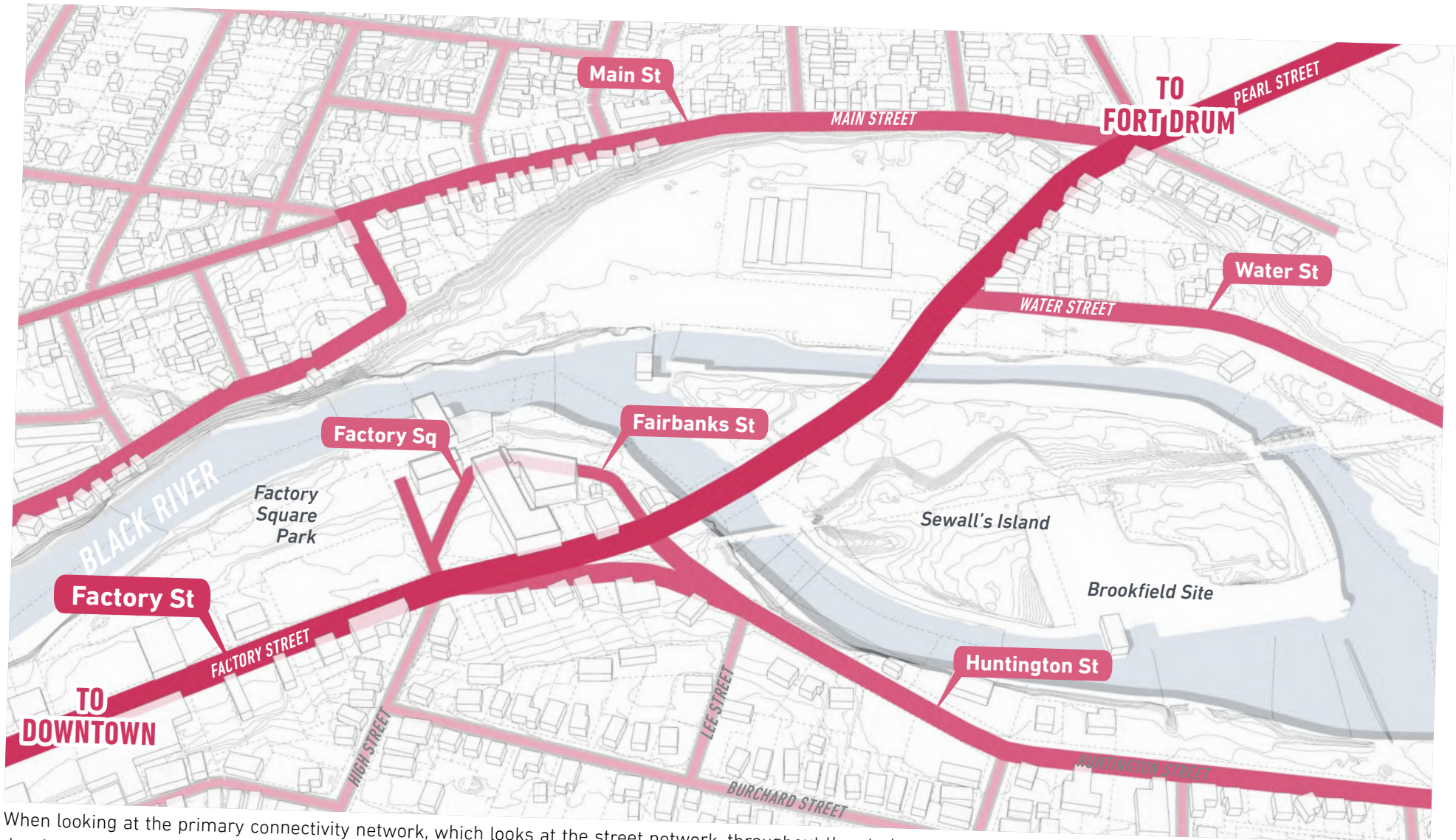
SITE ANALYSIS CULTURAL RESOURCES



It is important to recognize and understand the value of the historic building stock in the study area and the neighborhood context surrounding the study area. These historic buildings can help to define the unique character of this area and can offer numerous possibilities for diverse future uses. This plan promotes compatible uses that integrate well with the surrounding environment and utilize the heritage of the site.

SITE ANALYSIS

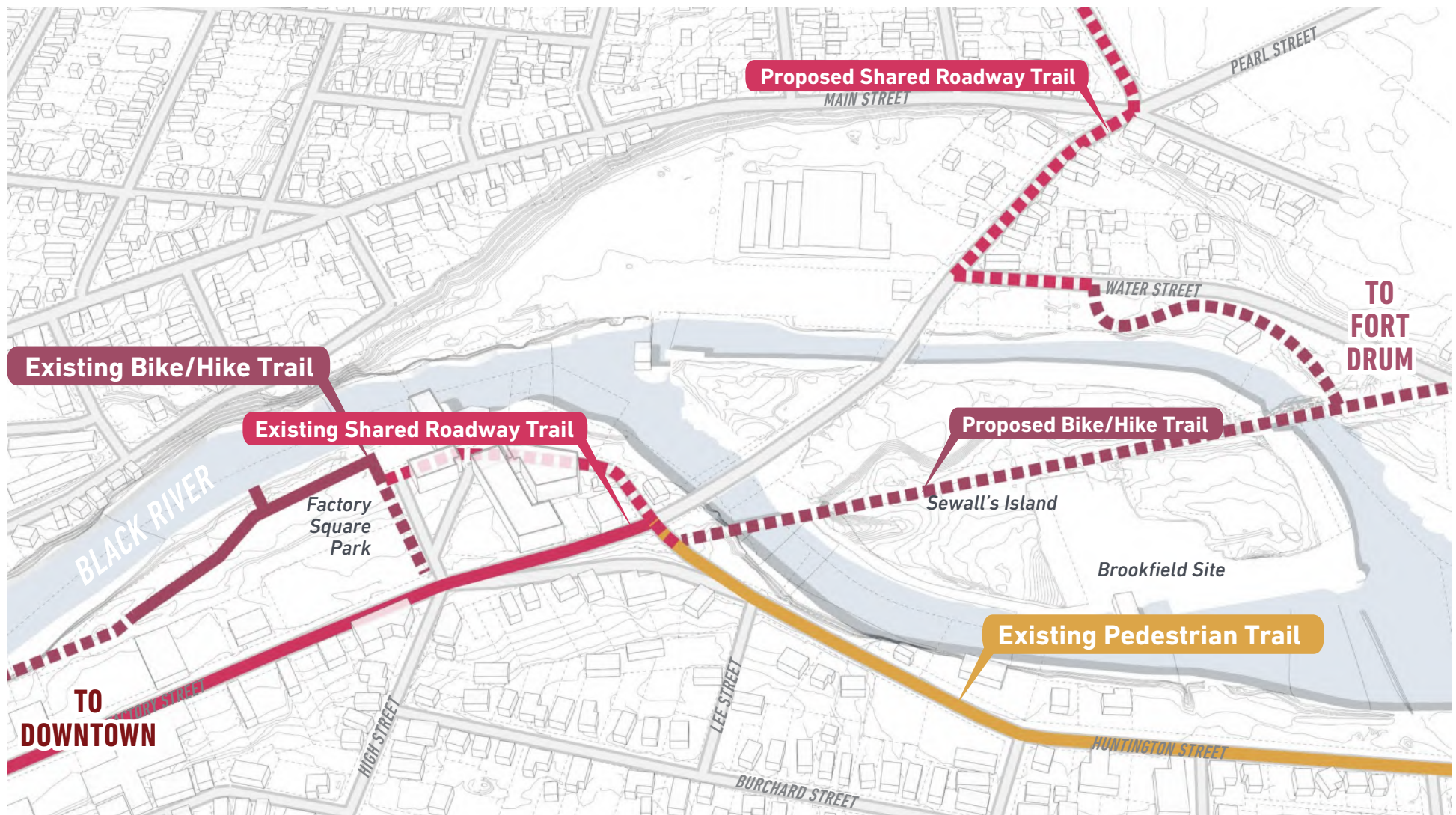
PRIMARY CONNECTIVITY



When looking at the primary connectivity network, which looks at the street network, throughout the study area, there are some key corridors that will impact the future development in this area. Factory Street is the most prominent street in the study area connecting this site directly to Downtown Watertown and eventually out to Fort Drum. Factory Street also plays a role in the future connection of the Black River trail from this site in to Downtown. Smaller collector and neighborhood streets surround the rest of the study area and offer opportunities for this to become a walkable destination by pedestrians as well as cars and bikes.

SITE ANALYSIS

SECONDARY CONNECTIVITY



The secondary connectivity network examines the non-motorized transportation network in the study area. Primarily, this focuses on the future Black River Trail extension that comes from upriver and will cut through this area as it makes its way to Downtown. This site, and its bridges, play a critical role in not just urban connectivity, but regional connectivity. Having access to this regional asset will also provide any new development with a greater population to draw customers from.

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SECTION 3

MARKET ANALYSIS

MARKET OVERVIEW

In keeping with trends at the national level, New York State economic development policy in recent years has focused on revitalization of urban communities' downtowns and waterfronts. In the Black River, Watertown, New York is fortunate to have a uniquely wild body of water running through the city's core with an industrial history familiar to many towns and cities Upstate. With a 2018 Downtown Revitalization Initiative (DRI) Strategic Plan in place, a Comprehensive Plan recently completed and other studies of the local waterfront, momentum is building for redevelopment of a portion of the River once suited for work and now an opportunity for life and play: Sewall's Island and Factory Square.

Methodology

The methods used in this analysis provide a high-level overview of the market conditions in the study area and surrounding geographies for planning and concept development purposes. As redevelopment of the site advances, more granular data will be required to ascertain the best options for reuse of Sewall's Island and Factory Square.

To develop this analysis, we used the following methods and sources:

- Document & data review. We reviewed available data and documents about the market in Jefferson County. This includes information from the US Census, ESRI and the American Community Survey (ACS).
- Review of literature and past planning studies
- Review of City and Census data
- Discussions with officials from the City of Watertown, Watertown Local Development Corporation (LDC) and Jefferson County Economic Development (JCED)



The market analysis informs the development possibilities.

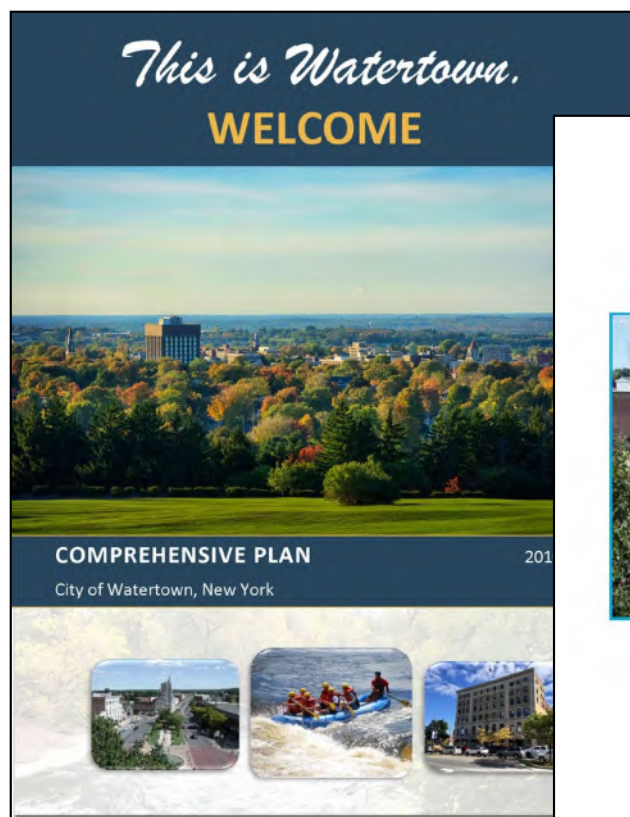


The Brighton provided newly renovated apartments in Downtown.

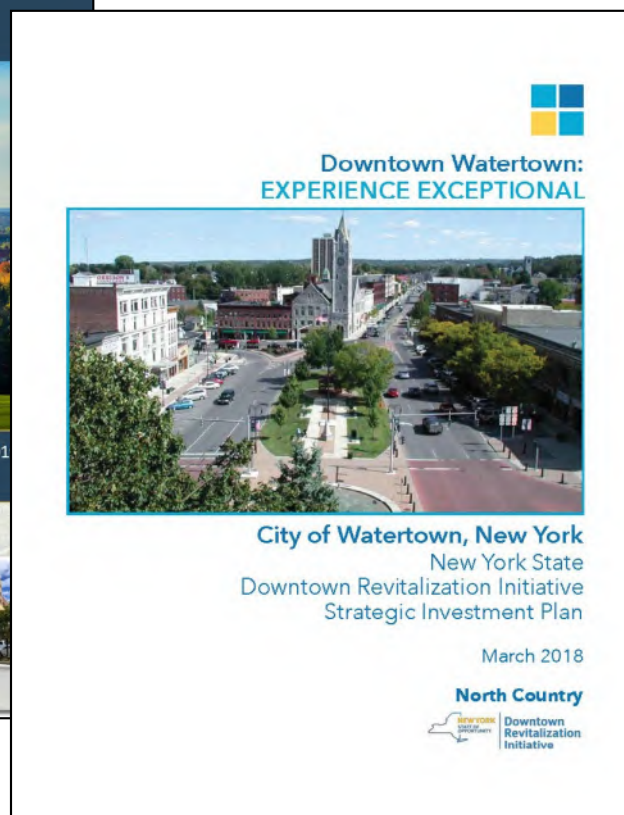
PAST PLANS AND STUDIES

The market analysis also reviewed the following past plans and studies relevant to this project:

- Economic & Market Condition Analysis (May 2006)
- City of Watertown Downtown Revitalization Initiative 2018 Strategic Investment Plan
- Draft Site Visit and Conceptual Study: Watertown Whitewater Park (2019).
- Comprehensive Housing Analysis: Watertown Housing Market and Vacant and Distressed Housing Concerns (2017)
- City of Watertown Comprehensive Plan (2019)
- City of Watertown Downtown-Riverfront Parks Connections Feasibility Study (2019)
- The Economic Impact of Tourism in New York: Thousand Islands Focus (2018)
- Fort Drum Regional Economic Impact (2017).
- North Country Regional Economic Development Council 2019 Progress Report



The 2019 Comprehensive Plan



The DRI Strategic Investment Plan from 2018

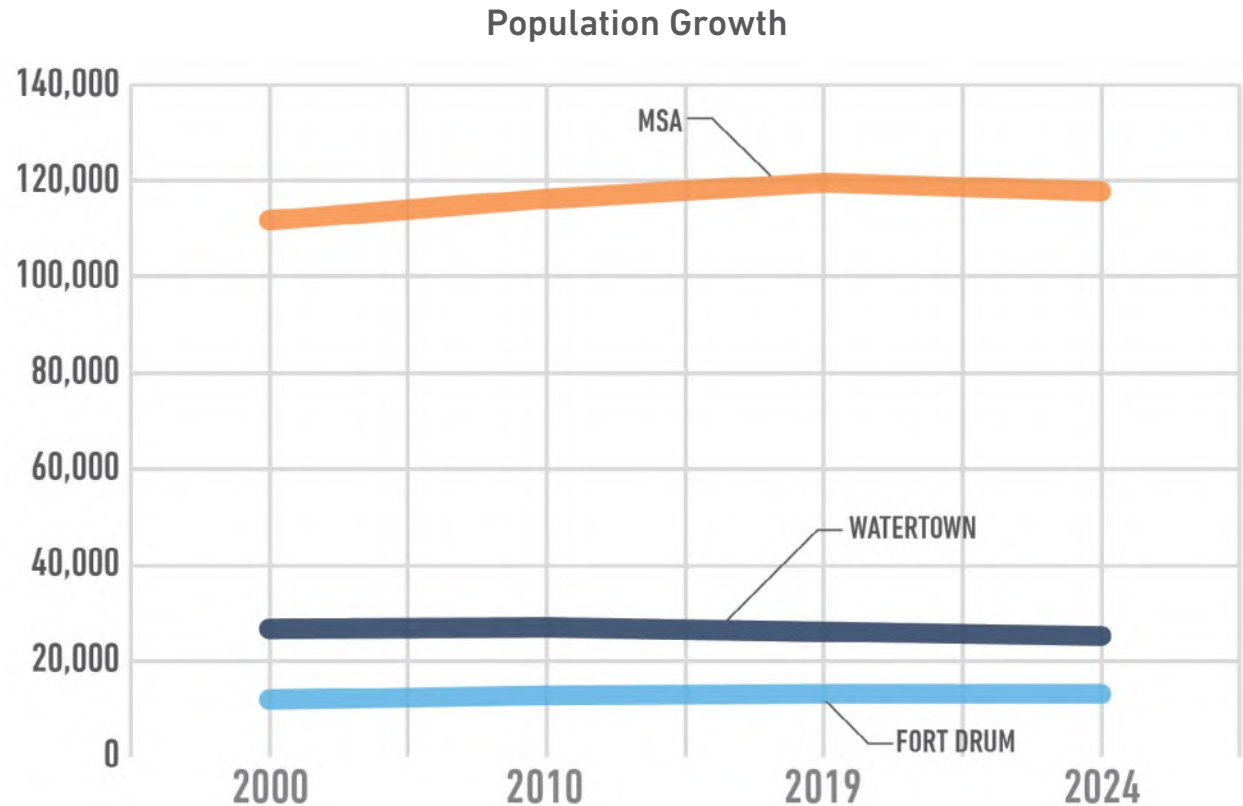
MARKET ANALYSIS

POPULATION

The graph at right shows population growth trends at the city and MSA-levels, as well as Fort Drum between 2000 and 2024. In 2019, the population of the City of Watertown was 26,080, the population of Fort Drum was 13,338 and the population of the Watertown-Fort Drum MSA was 119,604. The City of Watertown, which had experienced slight growth between 2000 and 2010, saw a slight decline in population in the last decade, a trend that is projected to continue to 2024. Fort Drum and the MSA saw modest population growth over the last two decades but are projected to level off.

Age

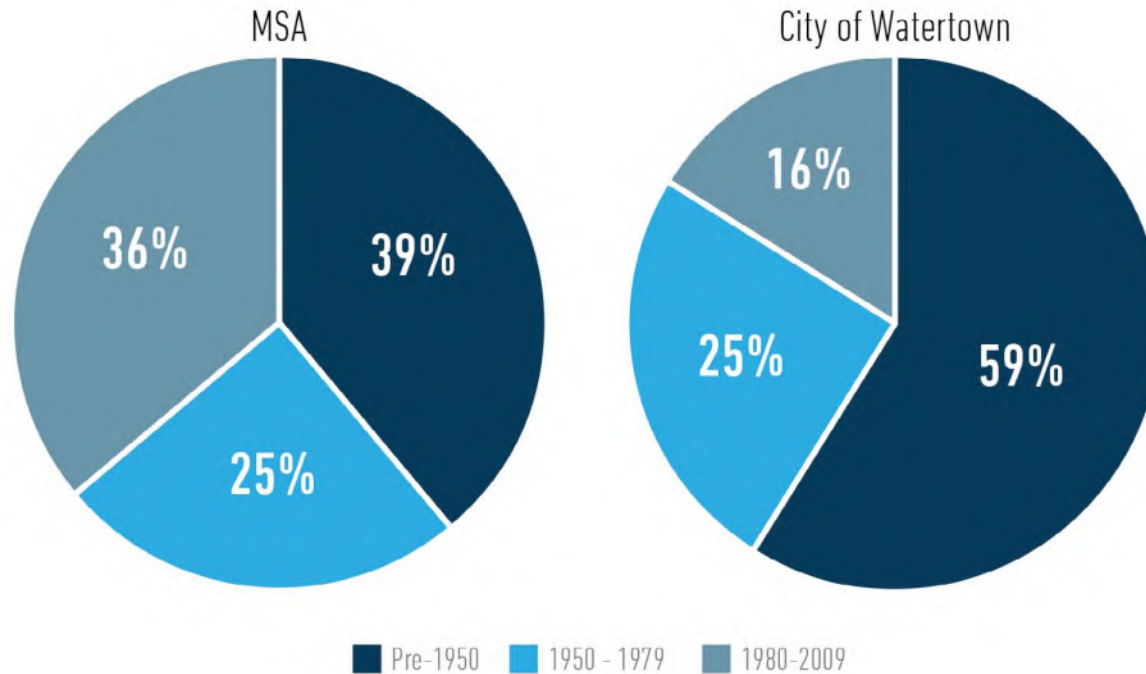
The City and MSA track closely in terms of how the population is dispersed among age brackets. In contrast, Fort Drum has a higher percentage of the population under the age of 20 (36%) and between the ages of 20 and 39 (58%). The median age in the City of Watertown is 34, while the median age at Fort Drum is 22.9.



MARKET ANALYSIS

HOUSING STOCK

Age of Housing Stock



As with much of Upstate New York and the Northeastern U.S. in general, a large proportion of the housing stock predates modern building standards. The pie charts to the left show that in the City of Watertown, more than half of housing units were constructed before 1940. In contrast, the MSA displays the effects of suburbanization and more recent construction of homes.

Home Value

The value of homes in the city and MSA is broadly in line with home values seen elsewhere in Upstate New York. In 2019, the median home value in the City of Watertown was \$137,347. At the MSA-level, the median home value was \$158,882.

MARKET ANALYSIS

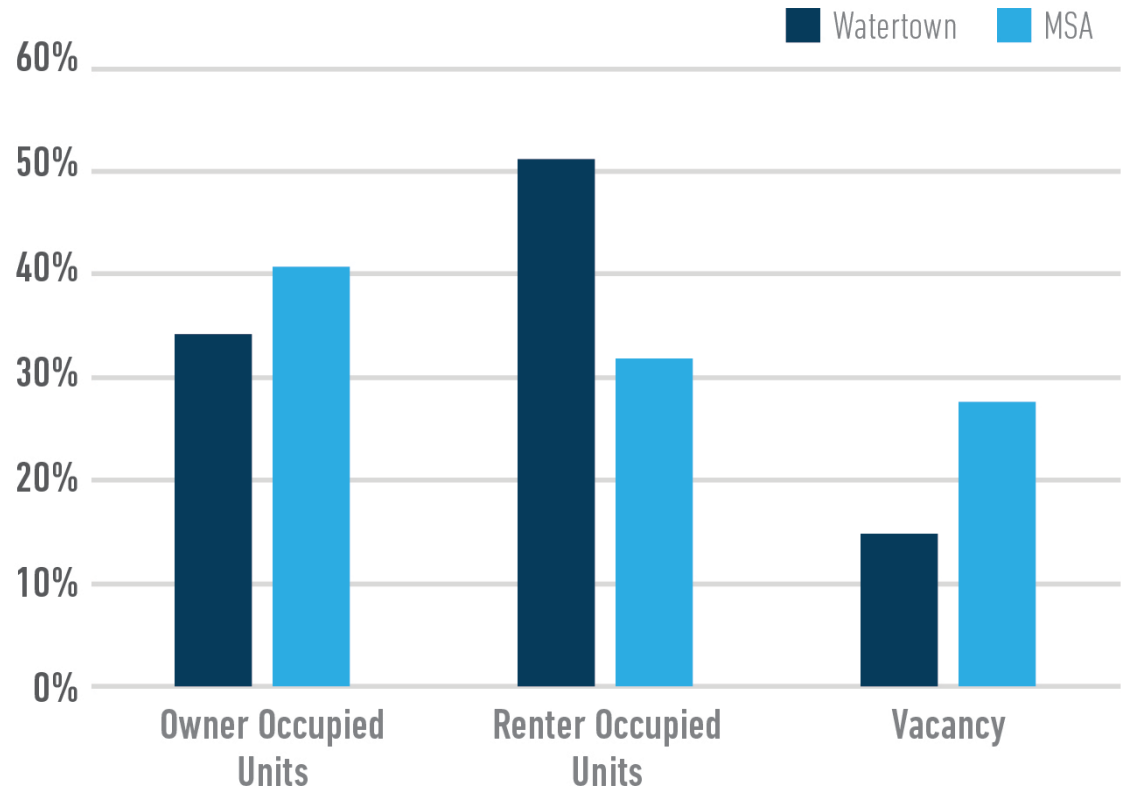
HOUSING TYPES

In 2019, over 60 percent of all occupied units within the city of Watertown were occupied by renters. The inverse is true of the MSA, with over 55 percent occupied by the owners. Housing tenure patterns are likely impacted by the presence of Fort Drum which increases the market for short-term housing.

In 2019, the City of Watertown contained a total of 12,760 housing units while the MSA contained 60,912. Projected growth through 2024 shows an additional two percent increase in the number of units for both the City (12,993 units) and the MSA (62,216).

Single-family homes, both detached and attached, make up the majority of housing stock in both the city and the MSA as a whole. In 2019 there were 5,536 detached single-family units in the City of Watertown and 898 attached units, making up a total of 49% of the housing stock in the city. At the MSA-level, there were 34,043 detached single units and 3,810 attached single units, totaling 63% of all units in the Watertown-Fort Drum NY Metropolitan Statistical Area. The second most common type of housing in the city was structures with five or more units, making up 31% of city's stock. Mobile homes make up the second most common type of housing at the MSA level, at 12% of all structures.

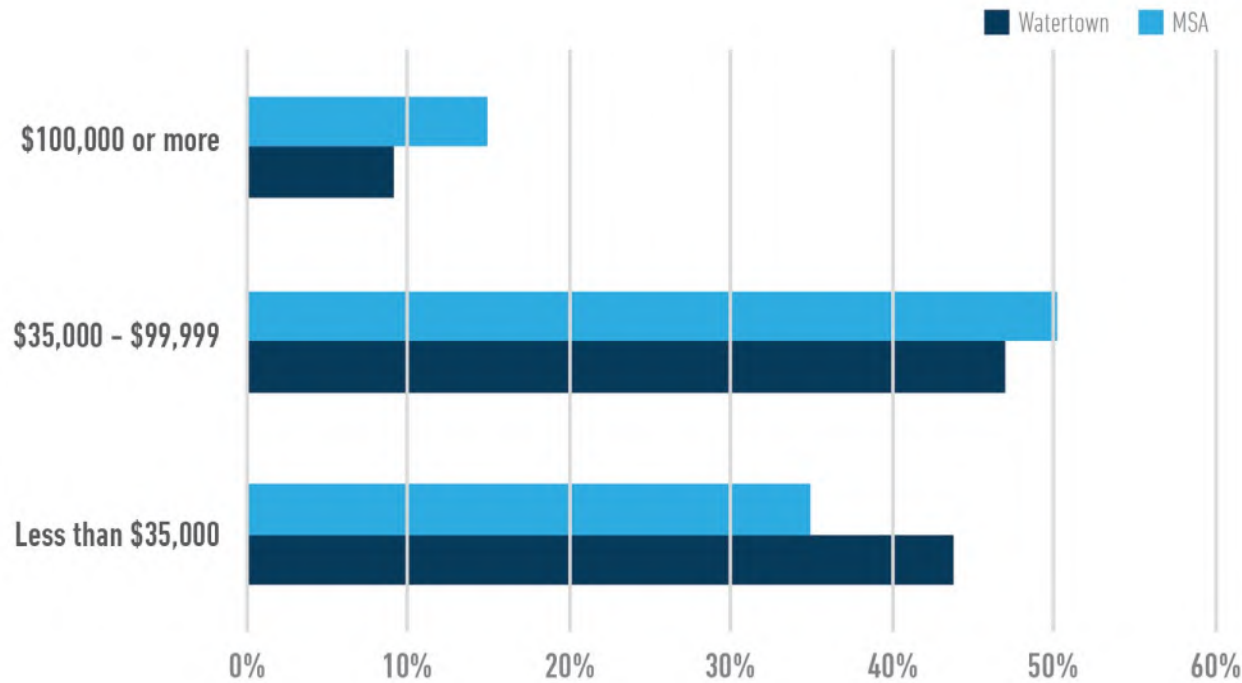
Housing Units by Type



MARKET ANALYSIS

HOUSEHOLD INCOME

Median Household Income



The table at left shows the percentage of the population in each income bracket for the MSA and the City of Watertown. The City has a greater proportion of the population in lower income brackets compared to the MSA. Median household income in the City of Watertown was \$38,808 in 2019, slightly below the median household income at Fort Drum of \$40,339 and at the MSA level of \$41,339.

MARKET ANALYSIS

KEY FINDINGS



Redevelopment of the site offers opportunities to enhance access to the River and outdoor amenities and provide a walkable lifestyle.

Quality of life improvements in Watertown will ultimately help drive talent attraction and retention in the long-term. The site's location and natural amenities make it less appropriate for industrial uses with a high density of workers to floor space (e.g. a call center). Instead, job creation must be considered downstream: with improved access to the Black River and an expanding trail network, the idea that one can live, work and play in the City of Watertown will become more attractive. Over time, increasing residential density can create a market for more restaurants and retail in the neighborhoods adjacent to the site. A redeveloped Factory Square and Sewall's Island could thus serve as a catalyst for employment growth through indirect means.



Age, location and type of available housing products in the City of Watertown suggest an opportunity for adaptive reuse that includes market-rate housing at the site.

The existing housing stock within the vicinity of Factory Square site is primarily made up of older homes and apartments that need updating. There is a limited supply of market-rate and luxury/higher-end residential units in downtown Watertown that feature views and access to the Black River. These types of units would include historic loft style apartments and condominiums. Given national trends that put a premium on proximity to downtowns, waterfronts and greenspace, this site would offer historic and locational features that could attract empty-nesters, seniors looking to downsize, and young professionals.



The greater spending potential of seniors, downsizers, and young professionals suggests a potential market for high-end/luxury residential units offering innovative amenities.

Regional demographic trends showing an aging population suggest that the market for purchase and rental units from older adults downsizing may increase in the coming decades. Young professionals and Fort Drum personnel often have a preference for renting over buying. Further, the Fort's Basic Allowance for Housing (BAH) rates are in the top forty highest for U.S. Army bases, providing a unique segment of the rental market that is capable of affording higher end products.

MARKET ANALYSIS

KEY FINDINGS

breweries springing up in the area, Jefferson County may already have devotees to microbrews and pub fare that form the core clientele for these establishments. A brewery at the site might be able to capitalize on an emerging critical mass of breweries, natural views of the River, and proximity to other establishments in downtown. A boutique hotel would also be a first for the area, with views of the Black River and proximity to the St. Lawrence/Thousand Islands region, Sackets Harbor/Chamont Bay, the Adirondacks, and Fort Drum as a key selling point.



population growth, 2015-2019 real estate sales data, estimated annual demand for higher-end housing (over \$200k) with attractive amenities within the trade area may reach between 20 and 30 units.

The regional retail market is well-served, but opportunities exist for niche and experiential retail.

The presence of a strong retail corridor at Route 3 near I-81 on top of the increasing dominance of online sales platforms such as Amazon mean that opportunities for traditional retail at the site are limited. Our analysis revealed limited demand in selected sectors, including book and music sales, drinking establishments, jewelry, luggage & leather goods as well as home furnishings and health and beauty products. Retail offerings at the Factory Square site and Sewall's Island should complement the unique recreational, natural, and historic characteristics of the site. With several



Recent sales trends in the region show promise for higher-end residential development, though sales within the City remain limited.

In Jefferson and Lewis Counties, housing in the \$200,000+ range saw the greatest increase with 57 more units sold in 2019 over 2018. The city of Watertown, which accounted for just 254 of the 1,527 units sold in the Jefferson-Lewis Counties market in 2019, has also seen units in the \$200,000+ range grow steadily in recent years. Watertown averaged 220 units sold between 2015 and 2019 and has seen the share of sales in the \$200,000+ range keep pace with increasing sales across categories. Units in this price range made up 10% of the 202 units sold in 2016 and 15% of the 254 units sold in 2019. Real estate sales data also shows the importance of Fort Drum in the residential market, with an average 26% of closings financed by VA loans between 2015 and 2019. While in the short-term the COVID-19 pandemic may disrupt these trends, based on

MARKET ANALYSIS

KEY FINDINGS



Commercial development at the site should leverage the unique assets of proximity to the Black River, downtown Watertown and a burgeoning trail network.

Commercial development at the site should leverage the unique assets of proximity to the Black River, downtown Watertown and a burgeoning trail network. The study area has unique advantages and disadvantages from a retail perspective. The site lacks the high visibility from major travel corridors such as I-81 and Route 3 enjoyed by Arsenal Street businesses. The lack of existing retail in proximity to the site also makes the area less attractive for potential customers looking to complete multiple errands in a single trip. The eventual presence of a trail network would further enhance the site's potential as a destination sought to enhance experiences rather than convenience. As plans for the City to take advantage of whitewater recreation opportunities along the Black River move forward,



the attractiveness of establishing an outfitter or purveyor of kayaking may be enhanced.

Redevelopment at the site should complement rather than compete with emerging residential and commercial opportunities downtown and along the Black River.

Socioeconomic data shows that the Watertown-Fort Drum area is confronting many of the same challenges as other communities in Upstate New York, with a median income well below the national or state average. A lack of population growth coupled with this limited discretionary spending power means that not all residential or commercial products will be sustainable with a competitor in close proximity. As redevelopment of the Mercy site, the current Department of Public Works site and other downtown and waterfront properties is considered, decision makers should identify niches that can be filled to avoid stretching consumer spending thin over multiple similar products.



Site control and developer attraction are key factors in redevelopment.

Sewall's Island and Factory Square have a storied history and opportunities for adaptive reuse and redevelopment given their proximity to the Black River and downtown Watertown. Conversations with developers and public officials indicate that the community views the area as a source of blight rather than opportunity. It will be important to create an exciting and easily recognizable brand for the site that highlights a vision for redevelopment and signals the City's commitment to redevelopment. Seeking site control and development partners should also be prioritized. Preparing and distributing a developer RFP can help the City clarify its role and commitment to redevelopment, attract developer interest, and begin to identify financing mechanisms and implementation partners.



The deterioration of historic buildings, level of environmental remediation and unique topography of the site mean that redevelopment of certain parcels and structures may require public/private partnerships.

The next page identifies potential funding and financing options in New York State that may be available for sites such as Sewall's Island and Factory Square, pending availability and eligibility. Further analysis will need to be completed to determine specific funding needs and eligibility for redevelopment concepts proposed at the site.

MARKET ANALYSIS

FUNDING & FINANCING SOURCES

Potential funding sources that could assist in implementation of this plan are described below.

Federal Historic Preservation Tax Credit

Owners of historic commercial, office, industrial or rented residential buildings on the National Register of Historic Places or in a locally certified district may qualify for a 20% tax credit on the cost of rehabilitation. All interior and exterior rehabilitation work that adheres to federal preservation standards and gains approval of the State Historic Preservation Office (SHPO) and National Park Service qualifies. Factory Square and Sewall's Island lie outside of the existing Public Square Historic District.

New York State Historic Tax Credit for Commercial Properties

New York's historic tax credit for income-producing properties mirrors the federal credit but with a cap of \$5 million and a requirement that the property being rehabilitated is located in an eligible census tract. Census Tract 621 has a 2019 median family income well below the State Family Median Income threshold. With a historic district designation, the Factory Square buildings could leverage both the federal and state historic tax credits.

Environmental Protection Fund (EPF)

EPF grants may be used for parks or historic preservation. In 2019, the City of Watertown was awarded funds under this program for \$131,000

in upgrades at Thompson Park. With designation of 5.6 acres of land on Sewall's Island for parkland, these grant funds may be available for improvements. Similarly, in 2018, the Jefferson County Historical Society secured \$500,000 in EPF grant funding for historic preservation of the Paddock Mansion roof. This funding might be used to improve, protect, preserve, rehabilitate, restore or acquire the Factory Square structures, contingent on historical designation.

New York State Department of State Environmental Protection Fund Local Waterfront Revitalization Program Grants

NYSDOS EPF LWRP grants can be used for planning, design and construction efforts related to revitalization of inland waterfronts, such as the Black River. In 2019, the City of Watertown was awarded \$42,500 to adopt an updated LWRP.

New York State Main Street Grants

Administered by the Office of Homes & Community Renewal, Main Street grants can be used to revitalize commercial districts through matching grants for building renovation, improvements to establish downtown business or cultural anchors as well as to fund technical assistance expanding community capacity and preparation for future building renovation efforts. Main streets with contiguous buildings that have faced decay and disinvestment are given priority, suggesting that this may be a source of funding for renovations

to the Factory Square buildings, particularly the Black River Paper Company building fronting Factory Street.

Federal Opportunity Zone Program

As with much of the urban core in Watertown, the study area falls within a federally designated Opportunity Zone, reducing the potential risk on investment for developers. Sewall's Island is situated in Zone 613 and Factory Square lies in Zone 621 along with much of the city's downtown. The Zones work by freeing up capital that investors might otherwise withhold to avoid triggering a capital gains tax. Those who invest capital gains in a qualified Opportunity Zone property before the end of 2021 may defer taxation until December 31, 2026. In addition, the investor may exclude a portion of the capital gain from being counted as income for tax purposes, with the exact percentage varying depending on how long the investment is held.

FUNDING & FINANCING SOURCES

Empire State Economic Development Grants

New York's Economic Development Fund (EDF) is a flexible funding source available to businesses, LDCs, IDAs and municipalities for a range of activities including land acquisition, demolition, construction, infrastructure and planning studies. EDF can support many conceivable entities and activities focused on the study area so a recent local uses of the Fund just outside of city limits may be more instructive than an example of how : EZ STAK received \$1.24 million for machine purposes allowing relocation of aluminum manufacturing to Watertown and TI Ag Park received \$500,000 for municipal sewer, water and natural gas line installation.

JCED Revolving Loan Funds

While most of the tools at the disposal of the County's economic development entity, such as a revolving loan fund for manufacturing businesses and revenue bonds, are oriented toward industrial purposes that may only be appropriate for sites adjacent to the immediate study area, financial assistance is also available to retail enterprises. The LDC can for example provide funding uses for fixed assets, business start-ups, commercial real estate, machinery and equipment, as well as leasehold improvements. Small ground floor retail or offices that are a component of mixed-use redevelopment may be able to benefit from

these resources as well as letters of guarantee for working capital.

Payment In Lieu of Taxes (PILOT)

While PILOT is often associated with large non-profit or government institutions, it can also be used for IDA properties to encourage development by temporarily substituting a reduced payment to impacted jurisdictions in place of the full tax burden for a given property. PILOT agreements generally have a payment schedule and set expiration date whereby the property owner assumes a normal tax burden. For example, JCED might purchase the Weitsman scrap metal recycling site and work with a developer to rehabilitate the property who will provide a base payment below the real property tax level for a period of ten years.

PILOT Increment Financing (PIF)

The "PILOT Increment" is the additional tax revenue over the base payment amount agreed to in the PILOT that a development will generate once brought to fruition. PIF enables a jurisdiction to leverage this value to finance capital improvements within a designated district or cover project costs. With a similar logic to Tax Incrementing Financing arrangements, PIF allows for projects to proceed that would not "but for" the upfront public investment. This partnership

between the taxing jurisdictions and the developer is possible because both parties will benefit: the developer by financing a project that would have been otherwise infeasible and the government by increasing the tax revenues from property that would otherwise lie fallow. To build on the above example, the Weitsman site's PILOT increment might be diverted to partially fund improvements.

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An aerial photograph of a city, likely Chicago, with a prominent blue overlay. The image shows a dense urban area with various buildings, streets, and a body of water in the background. The blue overlay is semi-transparent, allowing the city details to be visible while providing a uniform color scheme for the text.

SECTION 4

DEVELOPMENT FRAMEWORK & VISION

DEVELOPMENT FRAMEWORK

This plan focuses on the redevelopment of Sewall's Island and Factory Square to revitalize the district and bring new activity, life, and momentum back to this area of the city. Its unique natural setting, collection of historic architecture and positioning amongst other regional planning efforts provides a lot of opportunity to house this new investment. The planning process focused on using the initial analysis and community and stakeholder engagement to establish a development framework for the area. Creating a framework for development allows the strategies and recommendations to be backed by an understanding and recognition of the critical factors, constraints, and opportunities present in the study area's current conditions that were identified through the physical analysis and conversations with the community and stakeholders. The development framework for this plan focuses on the natural and environmental context, understanding the future mobility and connectivity of the area, the historic architecture and character, and the goals of the community for what the future of this district should be. The development framework has been explained using a series of diagrams displayed on pages 40 through 43.

The community and stakeholder engagement process help establish goals and priorities for this plan which have been captured in the Vision

Statement and the Six Major Goals on the next page. The vision statement encompasses the desires of the community that this district will become a major asset for the city in the future. It will create a destination that attracts new residents and visitors to the city while also becoming a new unique place for the current residents of the city to foster the sense of community. The major goals hit on the key objectives of the plan, based on the feedback received. The goals focus on connectivity, economic development, the natural environment and creating a new asset for the city through its redevelopment.



The Steering Committee determining the goals of the plan.



The public input helped shape the future uses and public space features of the plan.

VISION STATEMENT & MAJOR GOALS

Transform Sewall's Island and Factory Square into a vibrant waterfront district that leverages the site's unique qualities to spur investment and celebrate culture and natural wonder. Create a year-round destination for the region and a beloved community asset that attracts businesses, visitors and residents of all generations.

Achieved through Six Major Goals:



Showcase Watertown

The vision for this plan is to create a destination unique to Watertown that attracts new visitors and residents to the city.



Build a New Legacy

Utilize the natural qualities and signature architecture to create a vibrant waterfront district.



Build Community

The future of this area will include public parks, trails and event spaces that will build community by providing year-round activity for all generations.



Economic Development

The plan will provide a setting for catalytic and long-term economic investment in Watertown.



Strengthen Connections

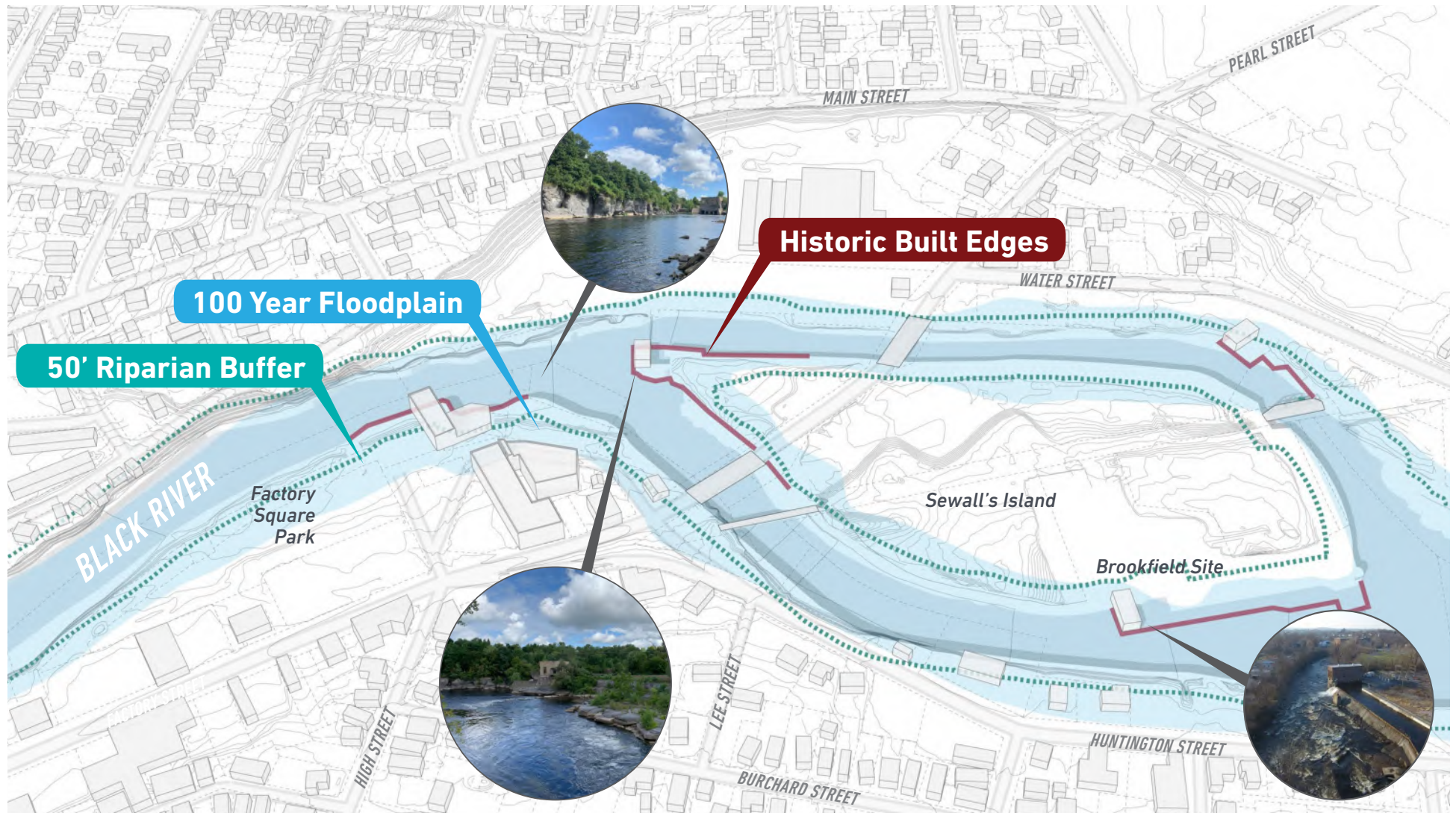
This site serves as a critical link along the Black River trail system between Fort Drum and downtown.



Celebrate the River

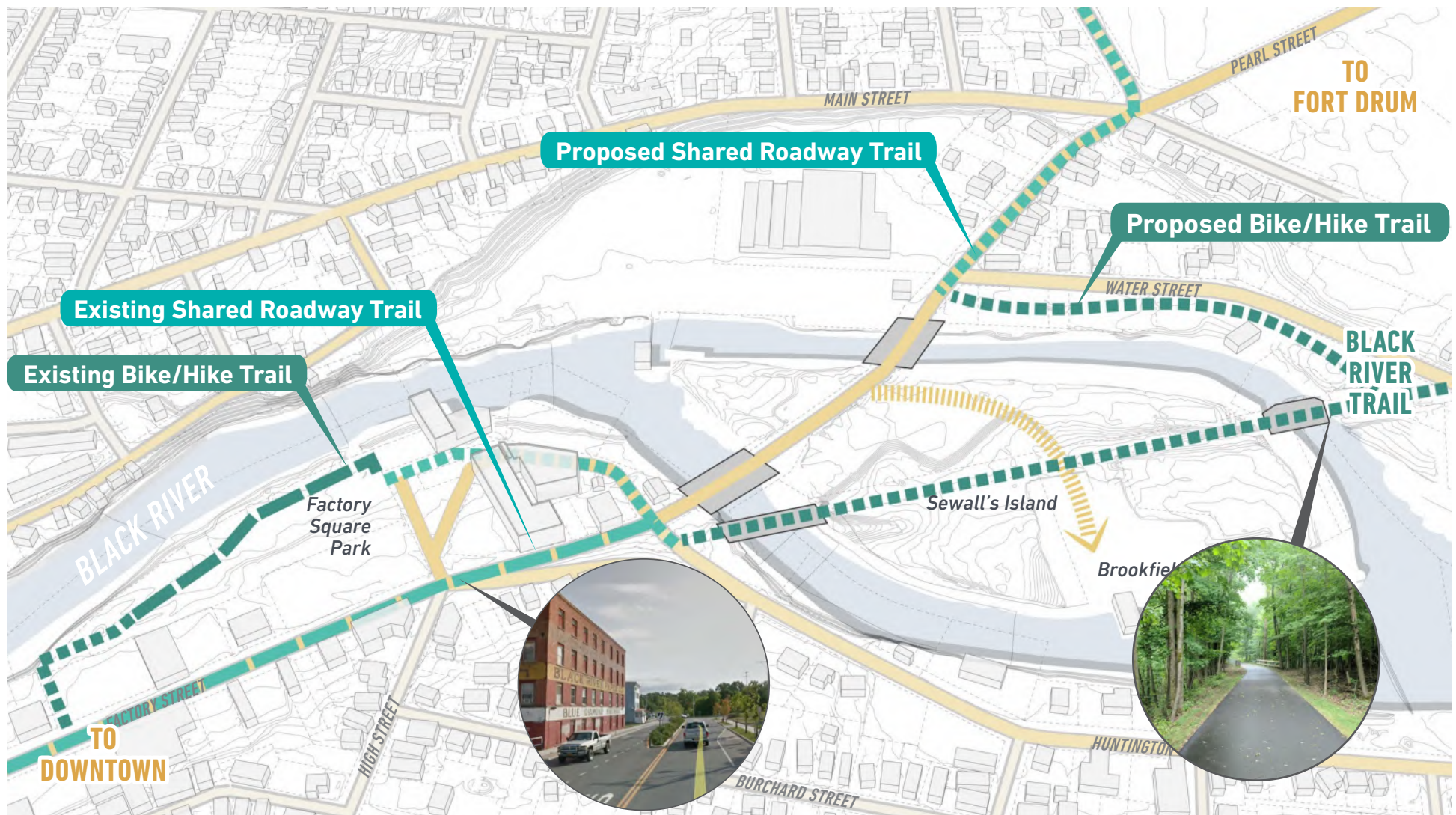
The Black River is central to the community's history and identity. The plan will leverage the scenic and recreational qualities of the river.

CELEBRATE THE RIVER



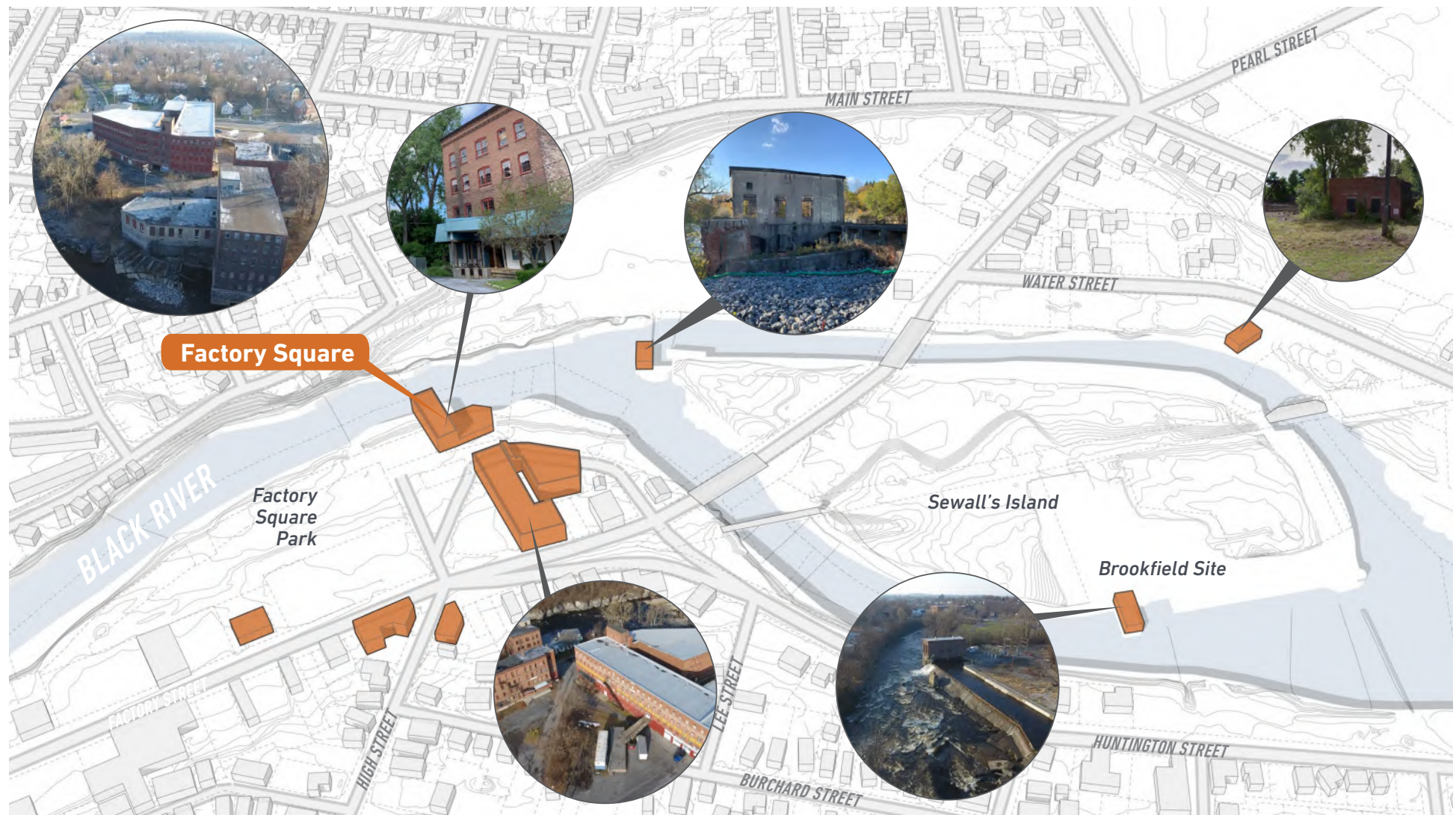
It is undeniable that the Black River defines the study area. The rapids and overlooks of the river provide an incredible asset to future development and public spaces. Providing continued and improved access to the river was a top priority of the community and the plan must be cognizant of this. Development plans should respect the boundaries established by the flood plain and riparian buffers. Simultaneously, the historic built edges from the past life of the area should remain to pay homage to the history and because it blends the built and natural environment.

DEVELOPMENT FRAMEWORK
STRENGTHEN CONNECTIONS



By developing a multi-functional connectivity network for the area, we can ensure that the site is equitable for the community at large and will attract a diverse set of future users. The future Black River Trail alignment through the site brings a regional asset into the heart of the study area and eventually improving regional connectivity to downtown Watertown. The public realm of Factory Square should complement reinvestment in its historic buildings in the short term as momentum builds for improvements to the rest of the area.

BUILD A NEW LEGACY



The plan must respect and leverage the existing historic architecture within the study area. These buildings provide character to the new life taking hold in the district in addition to providing large floor-plates for a diverse set of uses. By preserving these structures and complementing new development to the style of these buildings, we can ensure that character and feel of the district is unique to Watertown.

DEVELOPMENT FRAMEWORK BUILD COMMUNITY



One major goal that came from the feedback of the public was to create a place that served the community at large. By developing new public spaces and amenities we can ensure that this is not reserved solely for those inhabitants of any new development but rather it provides an opportunity to connect with the natural environment for residents of the city and visitors from around the region alike. It is becoming increasingly clear that greenspace can be the anchor to attract and support new development because of its ability to attract new visitors and users every day.

REDEVELOPMENT PLAN

PHASE 1: EARLY WINS WITH CATALYTIC POTENTIAL

The initial phase of redevelopment will build excitement in the community and continue momentum into subsequent phases. The first phase of the redevelopment plan focuses on the reinvestment and reuse of Factory Square, its existing buildings, and Factory Square Park. The existing structures offer large open floor plans that are flexible for a variety of uses and provide architectural character for the area.

To jumpstart the initial redevelopment, the plan calls for investments in the public realm and park space within this area. The streets, Factory Square and Fairbanks Street, which serve these buildings and park should be redesigned as a shared festival street for pedestrians, bicyclists and cars. The improvements to the public realm would also include the development of a shared parking lot to support the various new uses in the area.

Factory Square Park, as it stands today, provides a walking path and a river overlook in addition to a large lawn space. The improvements to the park include constructing an additional overlook of the Black River and adding more paths to the park – including one that accommodates bicycles as part of the Black River Trail network. Improvements to the park will provide an immediate boost to the usability of the space and a real asset for the

redevelopment of the Factory Square buildings and nearby neighborhoods.

In this initial phase of development, the plan calls for the reuse of the existing historic structures. Based on market research, public and stakeholder input, the plan recommends that the largest building in Factory Square be focused on creating a mixed use building that combines a restaurant or brewery tap room on the ground floor with historic loft style apartments or condos on the upper floors and small retail on ground floor.

The other key use of this first phase is the development of a boutique hotel. A boutique hotel is a smaller hotel offering between 30-50 rooms, or keys, that would take advantage of the scenic Black River setting, the nearby park, and its overall proximity to Downtown and Fort Drum. The hotel would be joined by an event space that could play host to weddings, receptions, parties, conferences and more. The existing buildings C and D in the diagram on the opposite page were selected for the hotel because of their adjacency to the Black River which would make this a unique stay and experience for guests.

PHASE 1 DEVELOPMENT PROGRAM

KEY	USE	YIELD
A	Mixed-Use*	10 Units 5,500 SF Com
B	Mixed-Use*	5 Units 2,500 SF Com
C	Boutique Hotel*	35 Keys
D	Event Space*	5,000 SF
E	Residential (Lofts)*	35 Units
F	Mixed-Use*	45 Units 6,000 SF

* Denotes re-use of existing building

OVERALL DEVELOPMENT PROGRAM
THROUGH PHASE 1

USE	YIELD
Residential (Rental)	90+ Units
Commercial	14,500 SF
Hotel	35 Keys
Event Space	5,500 SF
Parks	3.3 Acres
Parking	150+ Spaces

DEVELOPMENT PLAN DIAGRAM



REDEVELOPMENT PLAN

PHASE 2: PARKS & PUBLIC SPACE IMPROVEMENTS

Following the momentum of the first phase of the project, the second phase focuses on developing the larger public space network that will attract, support, and anchor new development in the district. With successful implementation of the first phase’s recommendations, there will already be a more consistent population in the area and increased daily activity with the commercial uses in Factory Square.

This phase focuses primarily on public space improvements, including park land, trails, recreational amenities, and the necessary infrastructure to support development on Sewall’s Island. One of the key aspects of the public investment and space will be the rail to trail bridge conversion and the completion of this critical segment of the Black River Trail. The alignment of the trail through this district offers connectivity to Fort Drum and to Downtown that will increase the amount of new visitors and daily users of the district.

The public space improvements include trails, greenspace, overlooks, and restoring native landscapes on Sewall’s Island and the northern shore of the Black River along Water Street. Due to the constraints of the flood plain and riparian buffer of the Black River, and the previous designations of park land on the south side of the island have limited the developable area

but provided ample room for public space and recreational amenities. On the northern shore, the plan calls for establishing a greenway with more trails and overlooks that provide access to the Black River and could complement a outdoor gear shop (building J).

The development in this phase also takes place north of the Black River along Water Street and on the site of the former recycling facility. The former recycling plant offers a great opportunity for adaptive reuse that could host multiple or a singular large commercial use. Possible uses could include a market hall, event space, a brewery, a light manufacturing establishment, creative or artist spaces and more. The reuse of this building could be either a short-term or long-term vision for this building. Phase three identifies a comprehensive redevelopment as a possible long-term plan for the site. What is implemented will be dependent on the changing market conditions and interest by developers. Additionally, phase two includes other smaller commercial developments (buildings H and I) that could compliment these other uses and could provide smaller, niche retail and commercial experiences that work well with the completed Black River Trail and new park space.

PHASE 2 DEVELOPMENT PROGRAM

KEY	USE	YIELD
G	Commercial*	70,000 SF
H	Commercial	7,500 SF
I	Commercial	7,500 SF
J	Outfitter*	2,500 SF

* Denotes re-use of existing building

OVERALL DEVELOPMENT PROGRAM
THROUGH PHASE 2

USE	YIELD
Residential (Rental)	90+ Units
Commercial	102,000 SF
Hotel	35 Keys
Event Space	5,500 SF
Parks	3.3 Acres
Parking	400+ Spaces

DEVELOPMENT PLAN DIAGRAM



REDEVELOPMENT PLAN

RAIL TO TRAIL BRIDGE CONVERSION

One of the major factors driving the creation of this plan was past planning for the regional Black River Trail whose alignment goes directly through this study area. Past planning efforts and investigations have recommended that the future alignment of the trail follow the former rail line that cut across Sewall's Island approximately dividing it in half. This alignment was based on the former rail line and its bridges that connected the island across the Black River in two locations. The eastern bridge location is on the Fort Drum side of the island and is closest to the future connection to the Black River Trail. The western bridge location is on the Downtown and Factory Square Side of the island and aligns itself with Factory Street where the Black River trail would continue to downtown.

The East Bridge (located on the east side of Sewall's Island) has an existing truss structure that will be preserved and featured in its future reuse (see the photo at right). Its design and form are an homage to its past life and preliminary assessments suggest it is well-suited for rail-to-trail conversion to become a pedestrian and bicycle bridge. The focus of the design of the East Bridge is to provide opportunities to overlook the river and whitewater. The bridge concept includes small "balconies" between trusses that allow river views while separating people from

the flow of pedestrian and bicycle traffic crossing the bridge, which will be important as this is part of the future Black River Trail route.

The West Bridge (located on the west side of Sewall's Island, closer to Factory Square) is much different than the East Bridge in its existing design and form. It consists of a flat bed and has no truss or overhead structure of any kind. It does have an existing stone pier that could support additional weight and structure during a rail-to-trail conversion. Similar to the East Bridge, the focus of the future design of the bridge is to provide an overlook of the river and rapids below. The overlook on this bridge will further separate observers from the pedestrians and bicycle traffic along the bridge and offer additional views of the Factory Square and the new development on Sewall's Island.



The former rail bridge on the east side of Sewall's Island.



The former rail bridge on the west side of Sewall's Island.

RAIL TO TRAIL BRIDGE CONVERSION

Eastern Rail Bridge



Western Rail Bridge



REDEVELOPMENT PLAN

PHASE 3: DEMAND-INDUCED DEVELOPMENT

The third and final phase of the redevelopment plan focuses on bringing the overall vision to life by filling in the gaps created by the public space. This phase includes the new development on Sewall’s Island (K,L, and M), as well as further development in Factory Square (P), and a possible redevelopment scenario for the former recycling plant on the north shore of the Black River (N and O).

The public space constructed in phase two provides a dynamic setting for this last phase of development. On Sewall’s Island, new mixed use and commercial developments are now complemented by their proximity to the Black River Trail and acres of park land and trails that connect customers and residents with the river and natural setting of the Island.

Over in Factory Square, continued success of the development from phase one could lead to the redevelopment of an underutilized parcel that would make an ideal location for townhomes that could front on to Factory Street and Factory Square Park.

At the site of the former recycling facility on the north shore of the Black River, phase three shows a possible future scenario for the site that redevelops the entire site as a new residential pocket neighborhood. Providing smaller, cottage-

style single family homes and townhomes that front onto the new greenway and trails would provide a new market offering for those interested in downsizing or a smaller residential option.

This final phase of the redevelopment plan is contingent on numerous factors related to market feasibility and developer interest. It is critical to see this plan as a guiding document that has the backing of the community as well as a preliminary market assessment. The plan is expected to evolve as it is implemented and above all else should be focused on following the vision statement and major goals established in this process as they are adaptable and applicable to changing circumstances.

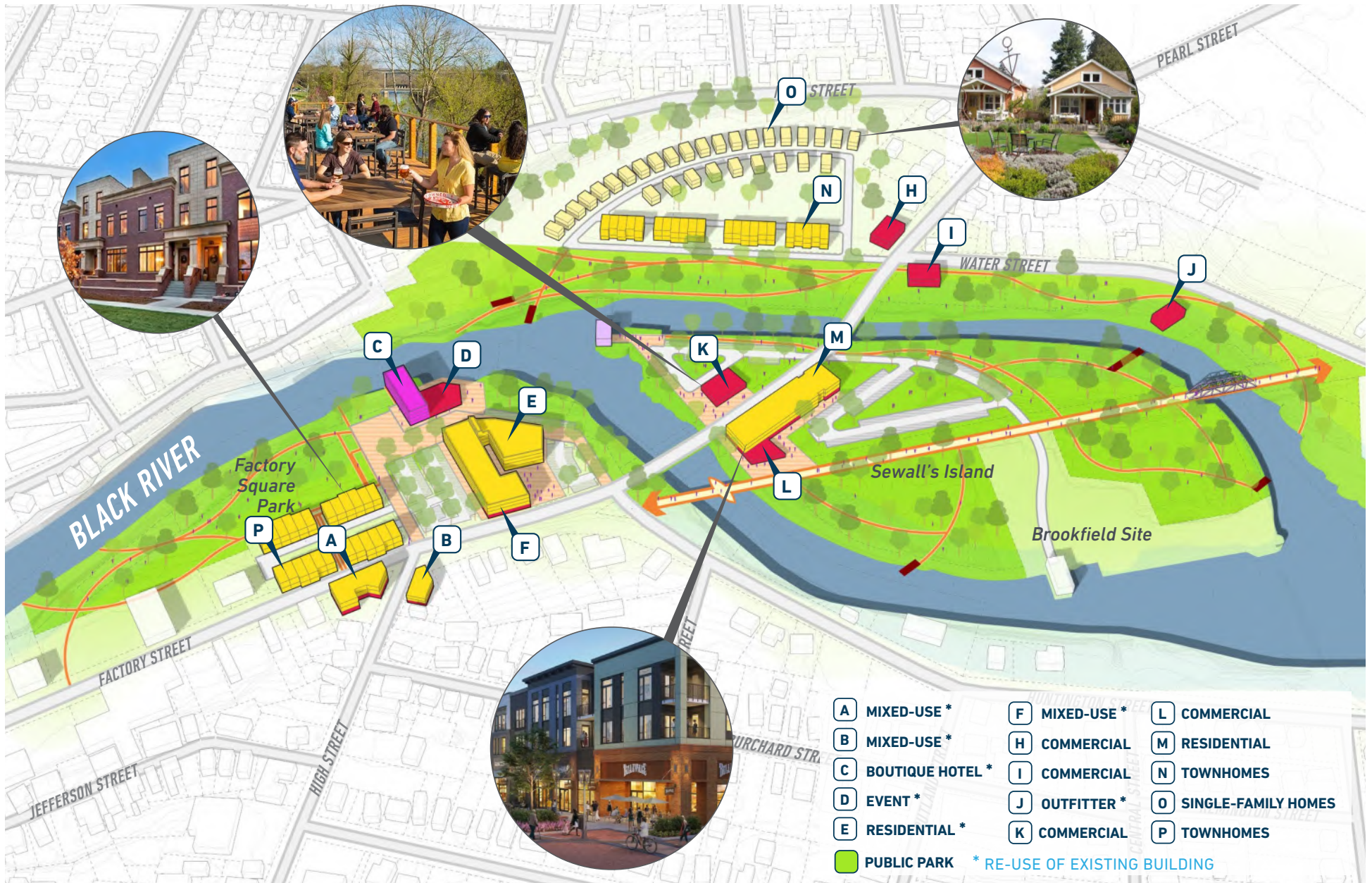
PHASE 3 DEVELOPMENT PROGRAM

KEY	USE	YIELD
K	Commercial	5,000 SF
L	Commercial	20,000 SF
M	Residential	40 Units
N	Residential (Townhomes)	22 Units
O	Residential (Single Family)	30 Units
P	Residential (Townhomes)	24 Units

OVERALL DEVELOPMENT PROGRAM
THROUGH PHASE 3

USE	YIELD
Residential (Rental)	200+ Units
Commercial	57,000 SF
Hotel	35 Keys
Event Space	5,500 SF
Parks	20+ Acres
Parking	430+ Spaces

DEVELOPMENT PLAN DIAGRAM



REDEVELOPMENT PLAN

LONG-TERM DEVELOPMENT POTENTIAL

The long-term development potential is shown at right and is contingent upon following the action plan (Section 5) and adapting as needed to ensure new development aligns with this plan and the vision of the community. The key takeaways of the long-term development potential are:

- **Residential:** Between 170 and 200 new units of market rate residential offerings are possible. It is critical to encourage diverse residential offerings that appeal to a wider market to ensure long term resiliency in the residential market of the City.
- **Commercial:** Commercial and Retail space will ensure a mixture of uses that promotes continuous activity in the area and the natural assets of the area should provide leverage for the commercial development as a destination and unique setting.
- **Hotel & Event Space:** The boutique hotel will provide a modestly-sized anchor of activity that will take full advantage of the location and relationship with the Black River to create a regional attraction.
- **Park Land & Parking:** This plan proposes over 20 acres of park space to meet the demands for more public space including trails and opportunities to access the Black River.

RESIDENTIAL

70 Loft Apartments
60 Apartments
46 Town-Homes
30 Single Family Homes*



COMMERCIAL / RETAIL

50,000 SF Commercial / Retail Space
70,000 SF Warehouse /Industrial Reuse*



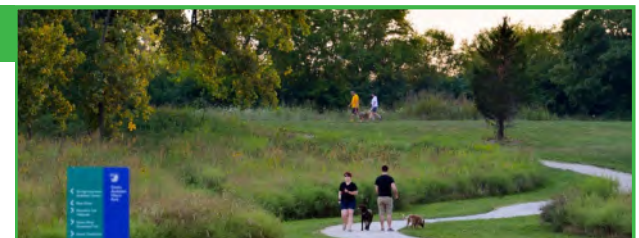
HOTEL & EVENT SPACE

35 Keys (Room) Hotel
5,000 SF Hotel Event Space



PARK LAND & PARKING

20+ Acres Park Space
200 - 400 Parking Spaces



* The future reuse or redevelopment of the former recycling facility on the north shore will determine whether the final development yield leans more residential or commercial.



View looking east to Sewall's Island and the new development. Notice the relationship of the converted rail bridge, the development, and the Black River.



View looking west toward Factory Square Park in the distance with the boutique hotel on the right and the reuse of the Black River Paper buildings on the left. The street here becomes shared by cars, pedestrians, and bicyclists.



View looking east to Sewall's Island from the rear of Factory Square. The new boutique hotel is on the right, and the trails on the north shore are visible on the left.

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SECTION 5

ACTION PLAN

ACTION PLAN

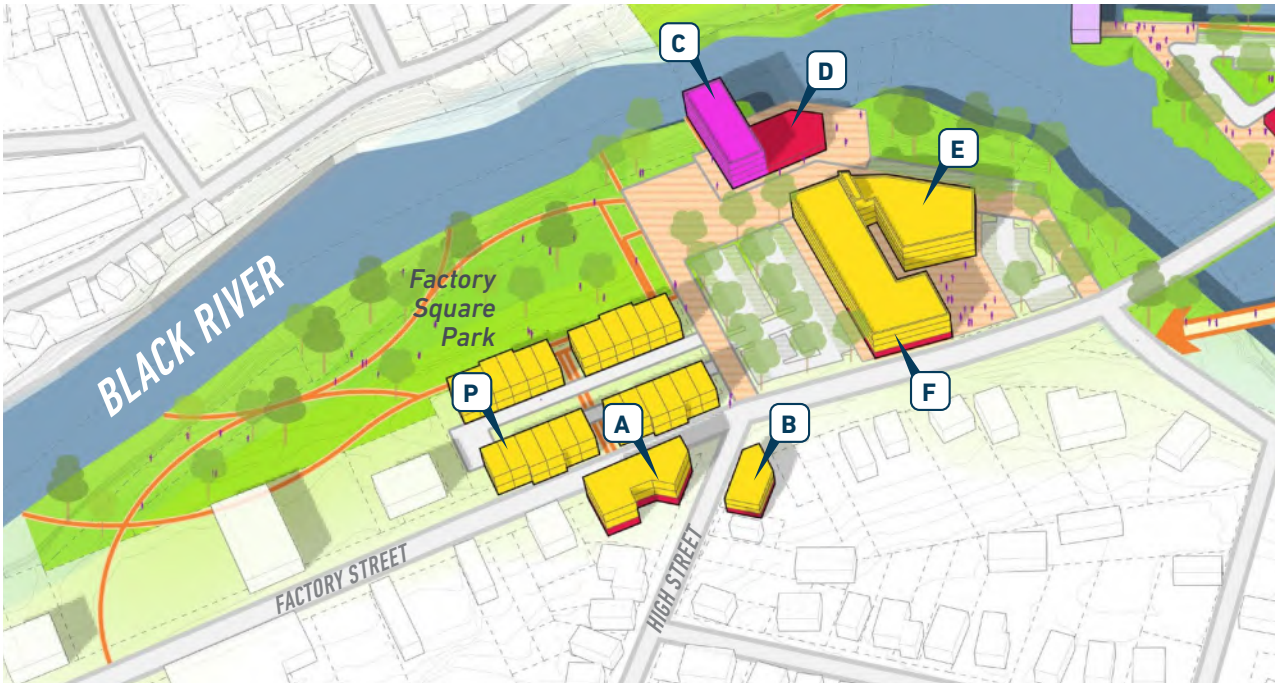
FACTORY SQUARE

The implementation strategy for Factory Square and its associated park focuses on adaptive reuse of the existing buildings and improvements to the existing public realm and park land.

Investments by the public include creating design plans for the improvements to the park and public realm and constructing those improvements.

There may be a need to conduct further environmental and structural analysis of the area in order to ensure safe redevelopment.

Recruitment of operators for all future uses should be a joint effort between public officials and developers/property owners to ensure alignment with this plan and the community’s desires.



The full redevelopment plan for Factory Square including improvements to Factory Square Park.

PUBLIC ACTIONS	PUBLIC-PRIVATE JOINT ACTIONS	PRIVATE ACTIONS
Finalize designs for improvements to Factory Square Park.	Join funding efforts (including procuring outside sources) to reconstruct public realm in Factory Square.	Procure Historic Tax Credits and funds for redevelopment plans for existing buildings.
Establish Factory Square Buildings as historic structures to make more funding sources accessible to developers.	Construct new ‘festival street’ along what was formerly Factory Square and Fairbanks Street.	Construct parking and necessary infrastructure to support the private development.
Conduct Phase I and II studies(if needed) for various parcel / buildings in Factory Square.	Recruit investors and operators for commercial, residential, and hotel uses.	Acquire necessary parcels for townhome development (P)
Implement Design and Improvements to Factory Square Park.		

ACTION PLAN

SEWALL'S ISLAND



The full redevelopment plan for Sewall's Island includes park land, mixed use development and the future Black River Trail.

Public space improvements made on Sewall's Island will drive the investment from private developers for the mixed use and commercial buildings on the island.

Previous efforts have included placing or establishing a cap on the island to make development more feasible. Additional environmental assessments and remediation may be needed as development happens.

Developing a programming and maintenance strategy should occur as part of the design process for the park land on the island.

PUBLIC ACTIONS	PUBLIC-PRIVATE JOINT ACTIONS	PRIVATE ACTIONS
Finalize designs for Sewall's Island Park.	Join funding efforts (including procuring outside sources) to construct roads and parking infrastructure	Procure brownfield development and cleanup grants as needed, as additional cleanup is likely needed.
Establish Island as brownfield to open more funding sources.	Recruit investors and operators for commercial and residential uses	
Develop designs / engineering plans for rail to trail bridge conversions.	Develop maintenance and programming plan for park	Acquire parcels or lease agreement for development of buildings K, L, and M.
Construct Sewall's Island Park	Recruit investors and developers for buildings K, L, and M	

ACTION PLAN

WATER STREET & NORTH SHORE

The third sub-area of the plan, the north shore and the parcels along Water Street compliment and support the development and improvements happening elsewhere.

Working with property owners to either acquire parcels or create the necessary easements or lease agreements for both creating the greenway and for the various development pieces will be crucial to this implementation strategy.

The development of a whitewater park on the Black River between the north shore and Sewall’s Island has been explored through a previous study. Its implementation is connected to the establishment of an outfitter along the greenway.



The full redevelopment plan for Water Street the North Shore of the Black River.

PUBLIC ACTIONS	PUBLIC-PRIVATE JOINT ACTIONS	PRIVATE ACTIONS
Finalize designs for greenway on north shore.	Brownfield clean-up of former recycling facility site.	Procure brownfield development and cleanup grants as needed.
Acquire parcels or easements for complete greenway design.	Join funding efforts (including procuring outside sources) to construct roads and parking infrastructure.	
Conduct Phase 1 and Phase 2 (if needed) for various parcels on north shore.	Work with recycling facility ownership on redevelopment plan	Acquire parcels or establish lease agreements for development of buildings H, I, J, N, and O.
Construct Water Street greenway park.	Recruit investors and operators for commercial and residential uses.	
Construct Whitewater park between north shore and Sewall’s Island.		

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SEWALL'S ISLAND + FACTORY SQUARE
WATERTOWN, NY

November 9, 2020

To: The Honorable Mayor and City Council

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

Subject: Authorizing the Mayor to Enter Into and Execute the Contract with the New York State Department of State for the City of Watertown Local Waterfront Revitalization Program Project

In July of 2019, the City of Watertown applied for and was subsequently awarded a \$42,500 grant from the New York State Department of State (NYS DOS) to update and complete the Local Waterfront Revitalization Program (LWRP) Plan for the Black River. The grant will assist with updating and adopting the City's 2010 Draft LWRP which was never finalized. The update will leverage recent waterfront revitalization efforts and highlight new opportunities and remaining needs with a goal of supporting the vision for long-term community revitalization along the Black River.

The total project cost is \$50,000 which includes a 15% or \$7,500 match required from the City. The match will be comprised of \$5,000 in cash budgeted in the City's Fiscal Year 2020-2021 budget and \$2,500 of in-kind services from Staff time.

The City must enter into a State of New York Master Contract for Grants with the New York State Department of State for the project. A copy of the Contract is attached for City Council review.

The attached resolution authorizes the Mayor to enter into and execute the Contract with the Department of State and to act on behalf of the City Council in all further matters related to the financial assistance for this project.

RESOLUTION

Page 1 of 1

Authorizing the Mayor to Enter Into and Execute the Contract with the New York State Department of State for the City of Watertown Local Waterfront Revitalization Program Project

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C. P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown was awarded \$42,500 in funding from the New York State Department of State (NYS DOS) to update and complete the Local Waterfront Revitalization Program (LWRP) Plan for the Black River, and

WHEREAS the grant will assist with updating the City's 2010 Draft LWRP which will leverage recent waterfront revitalization efforts and highlight new opportunities and remaining needs with a goal of supporting the vision for long-term community revitalization, and

WHEREAS the City of Watertown must enter into a State of New York Master Contract for Grants with the NYS DOS for the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Mayor, Jeffrey M. Smith, to enter into and execute the State of New York Master Contract for Grants with the NYS DOS, a copy of which is attached and made part of this resolution, and

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

Seconded by

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY: NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231	BUSINESS UNIT/DEPT ID: DOS01/3800000 CONTRACT NUMBER: T1001673 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: WATERTOWN CITY OF	TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME: n/a	PROJECT NAME: City of Watertown Local Waterfront Revitalization Program
CONTRACTOR IDENTIFICATION NUMBERS: NYS VENDOR ID Number: 1000002584 Federal Tax ID Number: 15-6000419 DUNS Number (if applicable): n/a	AGENCY IDENTIFIER: 19-LWRP-11 (NC) CFDA NUMBER (Federally Funded Grants Only): n/a
CONTRACTOR PRIMARY MAILING ADDRESS: City of Watertown 245 Washington Street Watertown, NY 13601 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR MAILING ADDRESS <input checked="" type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: n/a Exemption Status/Code: 3A/02 <input type="checkbox"/> Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>FROM: 6/1/2020 TO: 5/31/2025</p> <p>CURRENT CONTRACT PERIOD:</p> <p>FROM: 6/1/2020 TO: 5/31/2025</p> <p>AMENDED TERM:</p> <p>FROM: TO:</p> <p>AMENDED PERIOD:</p> <p>FROM: TO:</p>	<p>CONTRACT FUNDING AMOUNT:</p> <p>(<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount)</p> <p>CURRENT: \$42,500.00</p> <p>AMENDED:</p> <p>FUNDING SOURCES:</p> <p style="margin-left: 40px;"> <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

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

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Attachment A:

<input checked="" type="checkbox"/> Attachment B:

<input checked="" type="checkbox"/> Attachment C: Work Plan
<input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule
<input type="checkbox"/> Other: | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions
<input type="checkbox"/> A-2 Federally Funded Grants

<input checked="" type="checkbox"/> B-1 Expenditure Based Budget
<input type="checkbox"/> B-2 Performance Based Budget
<input type="checkbox"/> B-3 Capital Budget
<input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)
<input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)
<input type="checkbox"/> B-3(A) Capital Budget (Amendment) |
|--|---|

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

CONTRACTOR:

City of Watertown
245 Washington Street
Watertown, NY 13601

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set

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

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

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

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

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

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

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in

accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any

regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination:*

a) Service of notice: Written notice of termination shall be sent by:

- (i) personal messenger service; or
- (ii) certified mail, return receipt requested and first class mail.

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

- (i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
- (ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business

days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

- a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
- b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

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

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

- a) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Master Contract; or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

- 1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
- 2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract

Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.
2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).
2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

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

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:
 - a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:
 - (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
 - (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting

Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

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

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m.

until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

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

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

2. *Cost Allocation:*

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

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

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

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

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

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

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

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

that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where

the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

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

- b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.
6. The State, in its sole discretion, reserves the right to make a final Determination of Non- Responsibility at any time during the term of the Master Contract based on:
- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
 - b) the State's discovery of any material information which pertains to the Contractor's responsibility.
7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

⁹ Not applicable to not-for-profit entities.

paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Agency Specific Clauses (revised 4/21/20)

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

A. Project Timetable

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

B. Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications, regardless of the amount of the modification. Additional approvals will be required when modifications exceed thresholds described below.

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

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

C. Applicable Terms

In addition to the criteria set forth in IV(E)(1)(b) of the Standard Terms and Conditions, documentation of personal service expenditures shall:

1. Be based upon actual work performed;
2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and
3. Comply with the Contractor's established accounting policies.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

D. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual

property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II.C.4 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars, including but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

F. Termination

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

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.
2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see <http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.
2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.

4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. In addition to the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

H. Compliance with Procurement Requirements

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

I. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and

submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

J. State Attorney General Charities Registration

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

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

K. Records Access

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

L. Notices

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

1. Notice to the State

Name: Laurissa Garcia
Title: Contract Management Specialist
Agency/Division: Department of State, Office of Planning and Development
Address: 99 Washington Avenue, Suite 1010
Albany, NY 12231
Telephone Number: 518-486-9540
E-Mail Address: opdcontracts@dos.ny.gov

2. Notice to the Contractor

Name: Jeffrey M. Smith
Title: Mayor
Affiliation: City of Watertown
Address: 245 Washington Street
Watertown, NY 13601
Telephone Number: 315-785-7730
E-Mail Address: jsmith@watertown-ny.gov

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

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

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

material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

N. Minority and Women Owned Business Participation

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

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.
- 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 assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

- a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.

- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2(a) hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

- 1) Evidence of outreach to MWBEs;
- 2) Any responses by MWBEs to the Contractor's outreach;
- 3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- 4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
- 5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

- a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- b. In performing the Contract, the Contractor shall:
 - 1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race,

creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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

c. Form B - Staffing Plan

If the total expenditure of this contract is in excess of \$250,000, the following provision shall apply:

The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

- 1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.
- 2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.
- 3) The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the contract.
- b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.
- c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

- a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency

to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report.

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency 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.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

- a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

O. Service-Disabled Veteran-Owned Businesses Participation

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's

public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Division of Affirmative Action Programs – SDVOB Program at Catherine.Traina@dos.ny.gov or Api.Ohouo@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf.

II. Program Specific Clauses (revised 2/1/18)

A. This Agreement has been entered into pursuant to the following understandings:

1. Title 11 of the Environmental Protection Fund Act provides for State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
2. The Department of State (Department) is authorized by such Act to evaluate and determine eligibility of applications for funding of projects.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Program Work Plan as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Act.
4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C Program Work Plan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
5. The Contractor shall request payment and reimbursement of eligible and supportable costs incurred under this Agreement, on an interim basis, and each such payment request will be processed by the Department in accordance with relevant provisions set forth herein, together with the following terms:
 - a. The Department, upon approving each payment request, shall make an interim payment for eligible and supportable costs incurred by the Contractor.
 - b. The final payment request will not be processed by the Department prior to satisfactory completion of the Project.
 - c. The Department can withhold the final 10% of the total amount that may be funded by the State in accordance with this Agreement, until the satisfactory completion of the Project.
6. No liabilities are to be incurred beyond the contract period and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.
7. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the State may provide a no-cost time extension. The parties shall revise or complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.
8. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for

construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.

2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

C. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

D. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insureds thereunder.
4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.

5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of contractors work.
 - b. Where the Project described in Attachment C includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 - c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.

- e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

E. Contractor Property Interest

Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

F. Date/Time Warranty

1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
3. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

G. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

1. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
2. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
3. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

H. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

1. The Contractor shall not at any time sell or convey any facility or any portion of the project acquired or developed pursuant to this Agreement or convert such facility or any portion of the project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
2. The Contractor agrees to own a property interest sufficient to maintain and operate the project in perpetuity. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

I. Requirements for Contract GIS Products (1/17/13)

1. General Map Product Requirements -- The following general cartographic requirements must be adhered to by the Contractor:
 - a. Map Products and Supporting Data -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Such materials must meet the specifications outlined in this General Map Product Requirements section and the Additional Digital Cartographic File Requirements section. Additionally, finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). If analog map products are required by the contract, they must meet specifications outlined in this General Map Product Requirements section and the Additional Digital-Ready Map Product Requirements section.
 - b. Deliverable Format -- All digital map and attribute table files must be provided in ESRI Shapefile or Geodatabase file format including all associated metadata on Recordable CD or DVD, external hard drive, via email attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided as ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.

- c. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
 - d. Map Accuracy -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
 - e. Datums and Coordinate Systems-- All map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88). Unless otherwise specified in the RFP, UTM Zone 18 shall be used for data at scales smaller than 1:10,000 and State Plan shall be used for data at 1:10,000 scale and larger.
2. Additional Digital Cartographic File Requirements -- The following cartographic construction requirements must be adhered to by the Contractor:
- a. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
 - b. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 - c. Point Duplication -- No duplication of points that occur within a data string is permitted.
 - d. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
 - e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non-visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
 - f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to

join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.

- g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 - h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.
3. Digital-Ready Map Product Requirements -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
- a. Base Map Media -- All maps must be created on mylar or other stable base material.
 - b. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 - c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
 - d. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the General Map Product Requirements above and the map scale.
 - e. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the Additional Digital Cartographic File Requirements section outlined above.
4. Contract Database Standards
- a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.
 - b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
 - c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

J. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to public meetings or hearings, relating to the Project.

K. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided the Department with appropriate documentation that Contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

Budget Summary:	Local Match	State Funds	Total Budget
	15%	85%	
A. Salaries	\$ 2,500.00	\$ 0.00	\$ 2,500.00
B. Travel	\$ 0.00	\$ 0.00	\$ 0.00
C. Supplies	\$ 0.00	\$ 0.00	\$ 0.00
D. Equipment	\$ 0.00	\$ 0.00	\$ 0.00
E. Contractual Services	\$ 5,000.00	\$ 42,500.00	\$ 47,500.00
F. Other	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 7,500.00	\$ 42,500.00	\$ 50,000.00

MWBE Goals:			
State funds subject to MWBE goals		\$	42,500.00
MBE Goal	15%	\$	6,375.00
WBE Goal	15%	\$	6,375.00

Budget Detail

A. SALARIES (including fringe benefits)	Local Match	State Funds	Total Budget
Planning and Community Development Director (Annual Salary: \$74,442.00)	\$ 750.00	\$ 0.00	\$ 750.00
Senior Planner (Annual Salary: \$61,869.00)	\$ 1,500.00	\$ 0.00	\$ 1,500.00
Planner (Annual Salary: \$47,299.00)	\$ 250.00	\$ 0.00	\$ 250.00
	\$ 2,500.00	\$ 0.00	\$ 2,500.00

B. TRAVEL	Local Match	State Funds	Total Budget
	\$ 0.00	\$ 0.00	\$ 0.00

C. SUPPLIES	Local Match	State Funds	Total Budget
	\$ 0.00	\$ 0.00	\$ 0.00

D. EQUIPMENT	Local Match	State Funds	Total Budget
	\$ 0.00	\$ 0.00	\$ 0.00

E. CONTRACTUAL SERVICES	Local Match	State Funds	Total Budget
Professional services for updating the LWRP	\$ 5,000.00	\$ 42,500.00	\$ 47,500.00
Subcontractor: To be determined			
	\$ 5,000.00	\$ 42,500.00	\$ 47,500.00

F. OTHER	Local Match	State Funds	Total Budget
	\$ 0.00	\$ 0.00	\$ 0.00

ATTACHMENT C - WORK PLAN

City of Watertown Local Waterfront Revitalization Program

1. Project Description

The City of Watertown will update, accept as complete, and send to the Department of State for 60-day review its 2010 Draft Local Waterfront Revitalization Program (LWRP). The updated LWRP will leverage recent waterfront revitalization efforts and highlight new opportunities and remaining needs, including an analysis of alternative uses for waterfront parcels, ways to connect the urban center with the waterfront, and relevant information from the City's Downtown Revitalization Initiative.

The City of Watertown is located on the Black River in Jefferson County and has approximately 6.9 miles of shoreline. The primary waterfront issues addressed in the LWRP include: access to the Black River; incorporate updated zoning codes; incorporate the conceptual schematics identified in the 2019 Downtown-Riverfront Park Connection Feasibility Study prepared from a previous EPF award (T1000977); and include the identified Sewall's Island and Factory Square conceptual designs and recommendations from the Downtown Revitalization Plan prepared from a previous EPF award (T1000978). Connectivity and accessibility to the waterfront is an issue for the City. The goal of this update still supports the vision for long-term community revitalization. The result of this plan will leverage efforts in highlighting new opportunities and remaining needs for the waterfront area.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. All final and public facing materials must include the Department of State logo and the following acknowledgment:

"This [document, report, map, etc.] was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's contract number as indicated on the Face Page of this Contract and where applicable, the related task number from this Work Plan.

Unless otherwise specified in the Work Plan tasks, the Contractor shall submit products in the following formats:

- Draft products: one digital copy of each product must be submitted in Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution and Microsoft Word, if applicable.
- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products and associated spatial data must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products. Formal metadata must be provided with all

digital GIS data which includes, at minimum, a file summary/abstract, intended use, data, source data, and author information.

- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi, must be dated and captioned with the location and a brief description of the activity being documented, and include any associated metadata (including the photo's GPS location where available).
- Submit products using a standard naming convention of: [Municipality]_DraftSection[#]_v[#] (for example, City of Watertown_DraftSection1_v1).

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Components

The Local Waterfront Revitalization Program (LWRP) draft sections should be submitted sequentially to the Department for review. Refer to your Introduction to LWRPs email from DOS for further information.

Preparation of the LWRP, including an integrated Harbor Management Plan (HMP), shall, at a minimum, involve the following tasks and provisions:

Task 1: Project Initiation Meeting

The Contractor, the Department, and any partners responsible for managing the project, shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring consultants, involvement by the municipal attorney, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Information on preparing a Local Waterfront Revitalization Program is contained in the Department's guidebooks, "Local Waterfront Revitalization Programs in the Coastal Area: Guidance Manual for Preparing Local Programs" found at:

<https://www.dos.ny.gov/opd/programs/pdfs/LWRPPreparationGuidanceMarch2019.pdf>

and "Making the Most of Your Waterfront: Enhancing Waterfronts to Revitalize Communities" found at: https://www.dos.ny.gov/opd/programs/pdfs/Guidebooks/lwrp/LWRP_guidebook.pdf

Products: Project initiation meeting held with appropriate parties, including the Department of State.
Written meeting summary outlining agreements reached.

Task 2: Waterfront Advisory Committee

The Contractor shall establish a Waterfront Advisory Committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State, county, and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community-based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Waterfront advisory committee established.

Task 3: Procurement of Consultant (if applicable)

The Contractor shall draft a Request for Proposals (RFP) or similar instrument, including a complete project description with site conditions, expected final results, a schedule for completion, MWBE requirements, and criteria for selecting a preferred proposal. Consultant services requested shall include all applicable tasks, activities and responsibilities outlined in the "Project Components" section of this work program. To demonstrate good faith actions to achieve MWBE contract participation goals, the Contractor must actively solicit proposals for contracts and subcontracts from qualified State certified MWBEs which can be identified using the NYS Directory of Certified Firms (<https://ny.newnycontracts.com/>). The Contractor must retain records of the procurement process including direct solicitation to MWBEs and the results thereof and maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.

The Contractor shall submit the RFP or similar instrument to the Department for review and approval prior to release for solicitation of proposals.

Products: Approved RFP or similar instrument released through advertisement in local papers, the New York State Contract Reporter, or other appropriate means. Documentation of procurement including direct solicitation to MWBEs and actions taken toward meeting MWBE contract participation goals.

Task 4: Consultant Selection and Compliance with Local Procurement Requirements

In consultation with the Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response.
- Understanding of the proposed scope of work.
- Applicability of proposed alternatives or enhancements to information requested.
- Cost-effectiveness of the proposal.
- Qualifications and relevant experience with respect to the tasks to be performed.
- Reputation among previous clients.
- Ability to complete all project tasks within the allotted time and budget.
- Ability to satisfy MWBE requirements.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

NYS Department of State requires a licensed professional engineer, architect or landscape architect licensed to practice in New York State for preparation and certification of final designs and construction documents, and for supervision of construction.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that the Contractor fully complied with applicable provisions of General Municipal Law and with local procurement procedures.

The Contractor's procurement record and consultant selection are subject to approval by the Department.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures. A procurement certification form is available from the Department.

Task 5: Subcontract Preparation and Execution

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility, firm expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks including how the identified MWBE goals will be satisfied. The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in Attachment C of this contract. **The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s).** The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Draft and final, executed consultant subcontracts.

Task 6: Second Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s) and include the Waterfront Advisory Committee to review project requirements, site conditions, and roles and responsibilities; identify waterfront and harbor management planning issues, new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the LWRP. A decision will be made by the Department following this meeting, as to whether development of a harbor management plan will be necessary as part of the LWRP. Project partners at this meeting will review the LWRP preparation process, including compliance with SEQRA, and identify SEQRA lead agency and involved agencies. The Contractor or its consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project meeting held with appropriate parties, including the Subcontractor. Written meeting summary outlining agreements/understandings reached.

Task 7: Waterfront Advisory Committee Meetings

The Waterfront Advisory Committee shall meet regularly over the course of the project to guide project development and review findings and documents. Following each meeting, the consultant(s) shall prepare and distribute a brief meeting summary including attendees, main topics discussed, decisions agreed upon by committee, and action items.

Products: Waterfront Advisory Committee meetings. Written meeting summary of each meeting.

Task 8: Preparation of a Community Outreach Process and Plan

The Contractor or its consultant(s), the Waterfront Advisory Committee, and other partners as appropriate, shall prepare a method and process to encourage community participation in development and implementation of the LWRP. The outreach plan shall identify key individuals, organizations, and entities to be involved, and shall identify the visioning process and the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings and other public engagement activities such as social media, workshops, charrettes, etc. All public meetings will be advertised in the community through press releases, announcements, individual mailings, digital media, municipal website postings, and any other appropriate means. Meetings and public engagement shall be scheduled in a manner that maximizes attendance and participation from all interested community members. The Contractor and/or its consultant(s) may utilize the Department's Office for New Americans and their Community Navigators to encourage participation from populations who are frequently underrepresented in this process, including immigrants, refugees, and minorities. A summary of each public outreach session will be made available in written form and through other appropriate means, such as website or social media.

The outreach plan shall be submitted to the Department for review and approval.

Product: Approved community outreach plan.

Task 9: Revision of Draft Section I - Waterfront Revitalization Area Boundary

The Contractor or its consultant(s) shall review the draft 2010 City of Watertown LWRP Section I description and map of the waterfront revitalization area and update if needed. The waterfront revitalization area should include those portions of the water body within the municipality, as well as adjacent upland which affects the water body through drainage, viewshed, and any other factors. References to the Inventory and Analysis section justifying the inclusion of particular areas should be included in this section if beneficial for increased understanding. The narrative must be accompanied by a boundary map showing the proposed waterfront area, including the Harbor Management Plan boundary. For the New York State Coastal Boundary and other data that may be useful for preparing the LWRP boundary see the Geographic Information Gateway at: <http://opdgig.dos.ny.gov/#/map>. See Department staff for additional tools and guidance to complete this section.

The draft revision of Section I shall be submitted to the Department for review and approval.

Products: Revised Section I - Waterfront Revitalization Area Boundary, including narrative and map(s).

Task 10: Revision of Section II - Inventory and Analysis

- A. The Contractor or its consultant(s) shall review the draft 2010 City of Watertown LWRP Section II inventory, description and map of existing natural and built resources and conditions within the waterfront revitalization area, including the harbor (which includes surface waters and underwater lands) and update information as needed. For guidance see: “Local Waterfront Revitalization Programs in the Coastal Area: Guidance Manual for Preparing Local Programs” found at: <https://www.dos.ny.gov/opd/programs/pdfs/LWRPPreparationGuidanceMarch2019.pdf> and the Inventory and Analysis Checklist. See Department staff for additional tools and guidance to complete this section. In addition, this section must provide a thorough analysis of waterfront issues, opportunities, and constraints to economic development and resource protection needs. This section will provide an assessment of the vulnerable resources and potential risks associated with storms, flooding, and the effects of climate change. The inventory and analysis must be broad enough to ensure consideration of important waterfront resources, problems and opportunities and detailed enough to support development of a specific and realistic LWRP. This section should also incorporate the inventory and analysis of the relationship between waterside uses that have the potential for conflict, congestion or competition in support of the Harbor Management Plan.

Topics to be addressed, commensurate with the local conditions, should be addressed in the Inventory and Analysis Checklist, including:

- Community Profile
- Existing Land and Water Uses and Public Access
- Natural Resources
- Flooding and Erosion (Risk and Resiliency)
- Historic and Cultural Resources
- Harbor Management Plan Inventory
- Existing Authorities of Federal, State, Regional, and Local Agencies that have Jurisdiction in the Waterfront Revitalization Area
- Summary of existing Plans, Projects and Initiatives that effect the waterfront area such as the municipal comprehensive plan, All-Hazard Mitigation Plans, watershed management plans, downtown revitalization plans, community resiliency plans.

The draft revision of Section II shall be submitted to the Department for review and approval.

Products: Revised Section II - Inventory and Analysis with accompanying maps to depict the municipality's waterfront area resources, issues, and opportunities. Electronic data for all Geographic Information System-based mapping products submitted in either ArcGIS format, or similar product acceptable to the Department.

- B. Read and provide existing local land use laws/ regulations/ ordinances that will implement the LWRP. See the LWRP Preparation Guidance on local laws for additional information.

Product: List of current existing local land use laws/ regulations/ ordinances

Task 11: First Public Information Meeting

Following updates to the draft 2010 Section I - Waterfront Revitalization Area Boundary and Section II - Inventory and Analysis, the Contractor or its consultant(s) shall conduct a public information meeting

regarding the identified local waterfront issues and opportunities and solicit public input regarding the completeness and accuracy of Sections I and II.

Products: Public information meeting held. Minutes of the public meeting, including any presentations or handouts.

Task 12: Revision of Section III - Local Waterfront Revitalization Program Policies

- A. The Contractor or its consultant(s) will receive a document with the 44 State waterfront revitalization policies from DOS staff. The Contractor or its consultant(s) shall review the draft 2010 City of Watertown LWRP policies section which was prepared using 13 state policies (a reorganization of the 44 policies). Consultation with DOS staff should take place to discuss revising the policies section to reflect the 44 State policies.

Proposed revisions to 2010 draft City of Watertown LWRP Section III should be based on information provided in the Inventory and Analysis. The revised policy explanation may add specific local standards and proposed land and water uses for determining consistency with the policies. A full policy analysis shall be performed and matrix prepared to demonstrate how each policy shall be implemented to legally uphold the LWRP.

The revision of Section III shall be submitted to the Department for review and approval.

Product: Revised Section III - Local Waterfront Revitalization Policies with comments or notes

- B. Should the municipality propose revisions, a conference call with DOS staff will be required. Once the municipality has reviewed DOS response, they can accept the final changes and submit finished draft Section III - Local Waterfront Revitalization Policies.

Product: Revised Section III - Local Waterfront Revitalization Policies

- C. Review existing local land use laws/ regulations/ ordinances for ability to implement the LWRP and identify any amendments or new laws necessary.

Product: List of laws identified that need to be drafted or amended to implement the LWRP.

Task 13: Revision of Section IV - Proposed Land and Water Uses and Proposed Projects

The Contractor or its consultant(s) shall review and update the draft 2010 City of Watertown LWRP Section IV description and map(s) of the proposed long-term land and water uses within the waterfront area, and proposed projects necessary to implement the revised LWRP. The proposed land and water uses of the LWRP translate the Policies into a cohesive, physical plan for the waterfront area. For guidance on what information is necessary to describe a proposed project see Appendix 8 of the LWRP Preparation Guidance found at: <https://www.dos.ny.gov/opd/programs/pdfs/LWRPPreparationGuidanceMarch2019.pdf>. See Department staff for additional tools and guidance to complete this section.

The revision of Section IV shall be submitted to the Department for review and approval.

Products: Revised Section IV - Proposed Land and Water Uses and Proposed Projects accepted by the Contractor and approved by the Department.

Task 14: Second Public Information Meeting

Following updates to the draft 2010 City of Watertown Section IV - Proposed Land and Water Uses and Proposed Projects the Contractor or its consultant(s) shall conduct a public information meeting regarding the identified local waterfront issues and opportunities and solicit public input regarding the completeness and accuracy of Section IV.

Products: Public information meeting held. Minutes of the public meeting, including any presentations or handouts.

Task 15: Revision of Section V - Techniques for Local Implementation of the Program

The Contractor or its consultant(s) shall review and update the existing local laws and regulations in the draft 2010 City of Watertown LWRP, as well as any new or amended laws or regulations which are necessary to both improve community resilience and implement the policies, strategies, proposed uses, and projects set forth in the LWRP. Relevant local land use controls may include, but are not limited to the zoning code, subdivision review, site plan review, design standards, stormwater management and flood damage prevention. The Contractor or its consultant(s) shall draft such local laws and regulations as are necessary to implement the LWRP. Full drafts of new or amended (existing) laws and regulations, including a local consistency review law, should be attached as appendices to the LWRP. Local laws, regulations and procedures essential to the implementation of the policies and purposes of the LWRP must be in place at the time of approval of the program by the Secretary of State.

The Contractor or its consultant(s) shall also describe other public and private sector actions necessary to implement the LWRP, including actions by federal and state agencies necessary in order to fully implement and advance projects in the waterfront revitalization area. These actions may include approving anchorage and mooring areas prior to designation, designating vessel waste no-discharge zones, dredging or maintaining major navigation channels and basins, constructing or maintaining breakwaters, funding certain studies, or providing technical assistance.

The Contractor or its consultant(s) shall also describe a local management structure for reviewing proposed waterfront projects for consistency with the approved LWRP, and the financial resources required to implement the approved LWRP. Implementation of the LWRP will be a continuing responsibility of the municipality. In preparing its LWRP, the municipality needs to consider the costs of implementing the program and whether the funds needed are, or can be reasonably expected, to be available.

The revision of Section V shall be submitted to the Department for review and approval.

Products: Revised Section V - Techniques for Local Implementation of the Program, and ALL drafts of any necessary amendments to existing laws or new local laws, including a local consistency review law.

Task 16: Revision of Section VI - Federal and State Actions and Programs Likely to Affect Implementation of the LWRP

The Department shall provide to the Contractor or its consultant(s) a generic Section VI, which is a list of federal and State agency actions and programs which are to be undertaken in a manner consistent with the LWRP (technical assistance, funding, procedural changes, etc.). The Contractor or its consultant(s) shall

replace Section VI in the draft 2010 City of Watertown LWRP with the updated Section VI provided by the Department.

The revision of Section VI shall be submitted to the Department for review and approval.

Products: Revised Section VI - Federal and State Actions and Programs Likely to Affect Implementation of the LWRP.

Task 17: Revision of Section VII - Local Commitment and Consultation

Developing local support for the LWRP is the most critical factor determining the success of the program. The Contractor or its consultant(s) shall describe the public consultation efforts undertaken in the preparation of the LWRP, such as public hearings, public informational meetings, and/or meetings with governmental agencies. All activities undertaken to consult and obtain local support and commitment should be thoroughly documented. The Contractor or its consultant(s) shall also describe any local committees created to oversee preparation of the LWRP, as well as the role of other municipal agencies.

The draft 2010 City of Watertown Section VII shall be reviewed, updated, and submitted to the Department for review and approval.

Products: Revised Section VII - Local Commitment and Consultation.

Task 18: Determination of Significance and Compliance with SEQRA

A municipality's preparation and adoption of an LWRP involve compliance with SEQRA. The Contractor shall request designation as Lead Agency for purposes of SEQRA. The Lead Agency shall prepare, distribute and file a Full Environmental Assessment Form for purposes of evaluating the importance/significance of the impacts associated with preparing and adopting a LWRP. Upon completing the Full Environmental Assessment Form, the Lead Agency shall make a Determination of Significance in accordance with the SEQRA regulations. If the Determination of Significance results in a Positive Declaration, the Lead Agency shall prepare a Draft Generic Environmental Impact Statement for the Draft LWRP in accordance with State Environmental Quality Review Act (SEQRA) regulations and guidelines. If the findings of the Determination of Significance are such that the LWRP will not have a significant adverse environmental impact, a Negative Declaration may be prepared and filed. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary and no further actions are necessary under the SEQRA regulations. The Contractor or its consultant(s) shall determine whether a public hearing will be held on the revised draft 2010 City of Watertown LWRP. Completed SEQRA documents shall be submitted to the Department for review and approval.

Products: Completed Full Environmental Assessment Form and associated SEQRA determination statements (Positive Declaration or Negative Declaration). If the Determination of Significance results in a Positive Declaration, the Lead Agency, with the assistance of the consultant, shall prepare a Draft Generic Environmental Impact Statement for the Draft LWRP in accordance with State Environmental Quality Review Act (SEQRA) regulations and guidelines. If a Draft Generic Environmental Impact Statement is prepared, a public hearing shall be held and the hearing notes should be submitted to the Department.

Task 19: Complete Updated LWRP

The Contractor or its consultant(s) shall submit an electronic copy (Word format with each map as an individual pdf, as well as a GIS shapefile of the LWRP boundary in a format compatible with the Department's Geographic Information Gateway) and up to two (2) paper copies upon request of the complete and revised draft 2010 City of Watertown LWRP document ("Draft LWRP"), with integrated harbor management, including a complete Draft Generic Environmental Impact Statement (if one is to be prepared) and new or amended (existing) laws and regulations, incorporating comments provided on each component section, to the Department for approval. If revisions to the complete Draft LWRP are needed, based on Department review, the Contractor or its consultant(s) shall make the required changes and resubmit the document to the Department for review.

All comments and requested revisions must be addressed to the satisfaction of the Department prior to advancing the document to 60-Day Review.

Following acceptance of the complete Draft LWRP document by the Department, the Contractor shall formally accept the Draft LWRP as complete and ready for public review and authorize its submission to the Department for review by potentially affected State, Federal, and local agencies - by resolution of the local municipal legislative body. The Contractor or its consultant(s) shall also provide one (1) hard copy and one electronic copy (formatted in Microsoft Word) of the complete Draft LWRP document to the Department.

Upon receipt of the required number of copies of the Draft LWRP (Draft Generic Environmental Impact Statement, if applicable), the Department shall initiate a 60-Day Review by State, Federal, and other local agencies concurrent with the SEQRA review (if applicable).

Products: (1) Draft LWRP acceptable to the Department; (2) GIS shapefile of the LWRP boundary in a format compatible with the Department's Geographic Information Gateway and (3) a resolution of the local municipal legislative body accepting the Draft LWRP as complete and ready to be submitted to DOS for review and initiation of the 60-Day review process.

Task 20: Third Public Information Meeting

Following completion of the updated Draft LWRP and in conjunction with 60-Day Review and compliance with SEQRA the Contractor or its consultant(s) shall conduct a public information meeting or meetings on the Draft Program.

Products: Public meeting(s) held. Minutes of the public information meeting(s) and identification of changes to be made to the Draft Program as a result of the public meeting submitted to the Department for review and approval.

Task 21: Final LWRP

Following the 60-Day Review period of the updated Draft LWRP (/Draft Generic Environmental Impact Statement, if applicable), the Department shall meet with the Contractor or its consultant(s) to discuss all 60-Day comments received, determine appropriate responses and revise the LWRP document to reflect each response. All supporting local laws proposed for adoption in conjunction with the adoption of the LWRP, and the Final Environmental Impact Statement (if applicable), shall also be revised as necessary to reflect 60-Day comments and responses, to the satisfaction of the Department.

Additionally, the Contractor and/or its consultant(s) shall also submit to the Department a schedule of adoption of the LWRP and any local laws necessary for implementation of the LWRP.

Products: An electronic copy and up to two (2) paper copies upon request of the Final LWRP and supporting local laws (and Final Environmental Impact Statement, if applicable), along with electronic data for all Geographic Information System-based mapping products submitted in either ArcGIS format, or similar product acceptable to the Department, and schedule of adoption.

Task 22: MWBE Reporting

In accordance with Attachment A-1, Part I, Section M, Paragraph 6, Contractor shall be required to use the New York State Contract System (“NYSCS”) to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations in relation to funds used pursuant to this Agreement. Contractor shall be required to submit utilization plans in paper format until such time as submission is made available through the NYSCS and notification of such availability is provided to Contractor by the State. Upon such notification by the Department, Contractor shall submit required utilization plans through the NYSCS. So long as Contractor complies with the reporting requirements stated above in the manner directed by the Department, the requirement of Attachment A-1, Part I, Section M, Paragraph 6 for paper filing of Quarterly Reports shall be waived. Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the “Contact Us & Support” link.

In the event Contractor does not have the capacity to use the NYSCS in the manner required above, an exception may be granted by the Department of State upon Contractor’s written request and showing of good cause to allow for paper reporting. If such an exception is granted by the Department of State, paper reporting in a manner and form directed by the Department shall be required including but not limited to the submission of Quarterly MWBE Contractor Compliance Report (Form F) forms in accordance with Section M, Paragraph 6, of Attachment A-1.

Products: Ongoing reporting through NYSCS during the life of the contract.

Task 23: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 24: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to DOS.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will be responsible for legal review through municipal attorney as necessary
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products, M/WBE forms, and payment requests including backup documentation.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in project initiation meeting and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents. Department approval must be obtained before construction may begin.

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

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

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

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \$0 (0% of the budget) as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting 0% of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☒ Quarterly Reimbursement
Due Date: 3/31, 6/30, 9/30, 12/31

☐ Monthly Reimbursement
Due Date: _____

☐ Biannual Reimbursement
Due Date: _____

☐ Fee for Service Reimbursement
Due Date: _____

- ☐ Rate Based Reimbursement
Due Date: _____
- ☐ Fifth Quarter Reimbursement
Due Date: _____
- ☐ Milestone/Performance Reimbursement
Due Date/Frequency: _____
- ☐ Scheduled Reimbursement
Due Date/Frequency: _____

II. REPORTING PROVISIONS

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

- ☐ Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- ☐ Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- ☒ Expenditure Report
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- ☒ Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.
- ☐ Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the timeframes designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

Final scheduled payment will not be due until 60 days after completion of the agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is at project completion. The agency shall complete its audit and notify vendor of the results no later than 60 days later. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

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

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Project Status Form	Contract period, as amended	6/30* 12/31*
MWBE Utilization Plan	Contract period, as amended	Within 2 weeks of MWBE hire
MWBE Utilization Report (via NYSCS)	Contract period, as amended	3/31* 6/30* 9/30* 12/31*
MWBE Workforce Utilization Report	Contract period, as amended	3/31* 6/30* 9/30* 12/31*
	*Due every year during the contract period, as amended.	

November 10, 2020

To: The Honorable Mayor and City Council

From: Jennifer Voss, Senior Planner

Subject: Update of the Accomplishments to Date of the Zoning Re-Write Project

Attached please find a memo with an update of the tasks performed to date on the City's Zoning Re-Write project.

City staff has been working with Elan.3 Consulting to complete the project, along with the Zoning Advisory Committee appointed by Council earlier this year. The Committee has been meeting 1-2 times per month, with staff and the consultants working between meetings on updates discussed with the committee members.

The approximate timeline for completion of the project is late fall of 2021. The project is being funded with Community Development Block Grant funds, at no cost to the City.



18 DIVISION STREET
STUDIO 304
SARATOGA SPRINGS
NEW YORK 12866
PHONE 518-306-3702
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Memo

To: Jennifer Voss, Senior Planner, City of Watertown

From: Lisa Nagle, AICP, RLA, Principal, Nagle, Tatich, Cranston d/b/a Elan.3 Consulting (Elan)

Date: November 5, 2020

Re: City of Watertown Zoning Ordinance Update

The following serves as an update for the City of Watertown's Zoning Ordinance Update:

- The project officially began in July 2020 with a kick-off meeting with the Steering Committee. The meeting was held at the Thompson Park Pavilion in order to be outside, socially distant and to enjoy one of Watertown's beautiful parks. The project, scope, schedule was discussed and initial committee input was provided.
- A 3-Day Immersion was held from September 14th – 16th with the entire consultant team and City Staff.
 - The purpose was to walk each neighborhood to understand the built-form and existing uses so as to inform the zoning update.
 - A second Steering Committee was held on September 15th to discuss the team's findings and observations.
- Zoning Ordinance:
 - A detailed overview of the existing ordinance has been completed to determine areas of potential change.
 - Uses –
 - The list of uses in the ordinance have been combined and put into table format for ease of use.
 - Some existing uses were retained and new uses introduced.

- The uses have been grouped into categories including residential, lodging, commercial, automotive, industrial, municipal/civic, other/agricultural, and energy.
 - The committee is currently reviewing the table and providing comments.
- Zoning Map –
 - The Future Land Use Map from the Comprehensive Plan is serving as the guide to update the zoning map
 - A draft zoning map has been prepared and is under review by the Steering Committee.
- Other –
 - The consultant team, in partnership with City staff, continues to review and update remaining sections of the ordinance. As drafts are ready, they will be sent to the Steering Committee for their review and input.
- Public Engagement –
 - A list of stakeholders in the community is being developed. Once finalized, the Consultant Team will be conducting phone interviews to obtain input on what works and what doesn't with the current ordinance.
 - For the wider community, the Consultant Team is currently designing an on-line forum that will allow Watertown residents the ability to learn about the project and provide their input via a visual preference survey of images depicting different forms of development.

November 16, 2020

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – October 2020

Sales tax revenue was down \$11,701 or 0.78% compared to last October. In comparison to the original budget projection for the month, sales tax was up \$138,286 or 10.24%. The year-to-date actual receipts are up \$123,128 or 1.72%, while the year-to-date receipts on a budget basis are up \$2,140,134 or 41.63%.

From the County's sales tax distribution the State will withhold \$314,650 from November's distribution and \$176,027 from May's distribution to cover the State's appropriation of \$490,677 for AIM related payments to Jefferson County towns and villages that was cut from the State's budget. Therefore the, the City is now shorted \$117,762 annually (\$75,516 in November and \$42,246 in May) to fund these State AIM payments. Additionally, the State imposed with their budget a sales tax inceptor for distressed hospitals and nursing homes which is estimated to reduce the City's sales tax revenue by \$167,000.

	<u>Actual 2017-18</u>	<u>Actual 2018-19</u>	<u>Actual 2019-20</u>	<u>Actual 2020-21</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,573,554	\$ 1,606,413	\$ 1,763,856	\$ 1,493,210	\$ (270,646)	(15.34%)	
August	\$ 1,498,230	\$ 1,573,047	\$ 1,763,893	\$ 1,515,827	\$ (248,066)	(14.06%)	
September	\$ 1,918,505	\$ 2,226,468	\$ 2,129,882	\$ 2,783,423	\$ 653,541	30.68%	2.38%
October	\$ 1,381,534	\$ 1,423,970	\$ 1,499,868	\$ 1,488,167	\$ (11,701)	(0.78%)	
November	\$ 1,435,650	\$ 1,466,279	\$ 1,410,364	\$	\$	%	
December	\$ 1,754,106	\$ 1,718,512	\$ 1,868,004	\$	\$	%	%
January	\$ 1,360,442	\$ 1,384,533	\$ 1,436,294	\$	\$	%	
February	\$ 1,163,558	\$ 1,149,846	\$ 1,203,572	\$	\$	%	
March	\$ 1,511,911	\$ 1,420,276	\$ 1,750,746	\$	\$	%	%
April	\$ 1,392,815	\$ 1,410,924	\$ 988,797	\$	\$	%	
May	\$ 1,383,659	\$ 1,501,095	\$ 925,025	\$	\$	%	
June	<u>\$ 2,051,011</u>	<u>\$ 1,864,710</u>	<u>\$ 2,258,456</u>	<u>\$</u>	<u>\$</u>	<u>%</u>	<u>%</u>
YTD	<u>\$ 18,424,974</u>	<u>\$ 18,746,071</u>	<u>\$ 18,998,780</u>	<u>\$ 7,280,627</u>	<u>\$ 123,128</u>	<u>1.72%</u>	

	<u>Original Budget 2020-21</u>	<u>Actual 2020-21</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July (Budget # = 67% of QE 9/30/19)	\$ 1,181,783	\$ 1,493,210	\$ 311,427	26.35%	
August (Budget # = 67% of QE 9/30/19)	\$ 1,181,808	\$ 1,515,827	\$ 334,019	28.26%	
September (Budget # = 67% of QE 9/30/19)	\$ 1,427,021	\$ 2,783,423	\$ 1,356,402	95.05%	52.81%
October (Budget # = 90% of QE 12/31/19)	\$ 1,349,881	\$ 1,488,167	\$ 138,286	10.24%	
November (Budget # = 90% of QE 12/31/19)	\$ 1,269,328	\$	\$	%	
December (Budget # = 90% of QE 12/31/19)	\$ 1,681,204	\$	\$	%	%
January (Budget # = 95% of QE 3/31/20)	\$ 1,364,479	\$	\$	%	
February (Budget # = 95% of QE 3/31/20)	\$ 1,143,393	\$	\$	%	
March (Budget # = 95% of QE 3/31/20)	\$ 1,663,209	\$	\$	%	%
April (Budget # = 105% of QE 6/30/20)	\$ 1,340,378	\$	\$	%	
May (Budget # = 105% of QE 6/30/20)	\$ 1,345,772	\$	\$	%	
June (Budget # = 105% of QE 6/30/20)	<u>\$ 1,699,744</u>	<u>\$</u>	<u>\$</u>	<u>%</u>	<u>%</u>
YTD	<u>\$ 16,648,000</u>	<u>\$ 7,280,627</u>	<u>\$ 2,140,134</u>	<u>41.63%</u>	

November 16, 2020

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – October 2020

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last October, the sale of surplus hydro-electric power on an actual to actual basis was down \$220,398 or 99.18%. The hydro-electric facility was shut down for July through September for planned capital improvements. Fortunately, due to the dry conditions, the City did not lose out on generating revenues due to the plant being shut down.

	<u>Actual</u> <u>2017-18</u>	<u>Actual</u> <u>2018-19</u>	<u>Actual</u> <u>2019-20</u>	<u>Actual</u> <u>2020-21</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 644,519	\$ 4,063	\$ 265,466	\$ 1,937	(\$263,528)	(99.27%)
August	\$ 308,911	\$ 1,201	\$ 13,330	\$ 1,819	(\$ 11,511)	(86.35%)
September	\$ 129,629	\$ 46,149	\$ 125,102	\$ 1,164	(\$123,938)	(99.07%)
October	\$ 219,082	\$ 323,260	\$ 222,218	\$ 1,819	(\$220,398)	(99.18%)
November	\$ 610,656	\$ 572,955	\$ 554,930	\$	\$	
December	\$ 332,344	\$ 249,645	\$ 406,126	\$	\$	
January	\$ 243,768	\$ 171,405	\$ 416,391	\$	\$	
February	\$ 353,929	\$ 311,149	\$ 217,222	\$	\$	
March	\$ 587,558	\$ 403,524	\$ 745,936	\$	\$	
April	\$ 728,661	\$ 673,362	\$ 752,511	\$	\$	
May	\$ 584,892	\$ 809,967	\$ 383,085	\$	\$	
June	\$ 59,631	\$ 787,591	\$ 53,641	\$	\$	
YTD	<u>\$4,803,579</u>	<u>\$4,354,270</u>	<u>\$4,155,958</u>	<u>\$ 6,740</u>	<u>(\$619,376)</u>	<u>(98.92%)</u>

	<u>Original</u> <u>Budget</u> <u>2020-21</u>	<u>Actual</u> <u>2020-21</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 230,105	\$ 1,937	(\$228,168)	(99.16%)	\$ 31,821
August	\$ -	\$ 1,819	\$ 1,819	-	\$ 28,961
September	\$ -	\$ 1,164	\$ 1,164	-	\$ 26,572
October	\$ 344,806	\$ 1,819	(\$342,987)	(99.47%)	\$16,086
November	\$ 527,395	\$	\$		
December	\$ 425,379	\$	\$		
January	\$ 348,910	\$	\$		
February	\$ 260,835	\$	\$		
March	\$ 458,205	\$	\$		
April	\$ 710,561	\$	\$		
May	\$ 637,679	\$	\$		
June	<u>\$ 443,125</u>	<u>\$</u>	<u>\$</u>		
YTD	<u>\$4,387,000</u>	<u>\$ 4,920</u>	<u>(\$225,185)</u>	<u>(97.86%)</u>	<u>\$103,440</u>