

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, July 21, 2025
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, July 21, 2025 at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

RESOLUTIONS

- Resolution No. 1 - Authorizing the Sale of Surplus Pollution Control Facility (PCF) Equipment
- Resolution No. 2 - Approving the Grant Disbursement Agreement with Empire State Development for the Watertown Masonic Temple Renovation Phase 3 Restore NY IV, Project AB792 (#124,657)
- Resolution No. 3 - Approving the Participant Grant Agreement with 242 Washington Street, LLC for the Restore NY IV Project Known as the Masonic Temple Renovation Phase 3
- Resolution No. 4 - Declaring the City Council's Intent to Serve As Lead Agency Under the State Environmental Quality Review Act (SEQRA) for a Public Water Quality Improvement Project Known As the Western Outfall Trunk Sewer Critical Basin Inflow and Infiltration Reduction Project
- Resolution No. 5 - Authorizing the Submission of a NYS Empire State Development Corporation Pro Housing Supply Funds Program Grant Application for the Western Outfall Trunk

Sewer Critical Basin Inflow and Infiltration Reduction Project and

- Resolution No. 6 - Authorizing the Submission of a NYS Department of Environmental Conservation Water Quality Improvement Program Grant Application for the Western Outfall Trunk Sewer Critical Basin Inflow and Infiltration Reduction Project
- Resolution No. 7 - Authorizing Adjustment to the 2025-26 City Tax Bill for 907 Water Street, Parcel No. 04-26-210.000
- Resolution No. 8 - Authorizing Adjustment to the 2025-26 City Tax Bill for 526 Factory Street, Parcel No. 06-04-231.000

ORDINANCES

LOCAL LAW

OLD BUSINESS

Tabled Proposed Local Law of 2025 A Local Law to Create an Exception to the Residency Requirement Under Section 3 of the New York State Public Officers Law as Applied to the Current Holders of the Offices of City Manager, City Engineer, and Superintendent of Public Works

STAFF REPORTS

1. Sale of Surplus Hydro-electricity – June 2025
2. Sale Tax Revenue – June 2025

NEW BUSINESS

EXECUTIVE SESSION

To discuss proposed, pending or current litigation.

To discuss collective bargaining

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, AUGUST 4, 2025.

Res No. 1

July 21, 2025

To: The Honorable Mayor and City Council

From: Tina Bartlett-Bearup, Purchasing Manager

Subject: Authorizing the Sale of Surplus Pollution Control Facility (PCF) Equipment

The Pollution Control Facility (PCF) has submitted a listing of surplus equipment to the Purchasing Department that is either no longer useful or beyond repair and therefore no longer of value to the City.

Staff are recommending that the equipment listed below be sold through Auctions International's online website:

LOT #	YEAR	DESCRIPTION	DEPARTMENT	DATE ADDED
1	N/A	ISCO 4700 Composite Sampler	PCF	7/11/2025
2	N/A	ISCO 4700 Composite Sampler with mini refrigerator	PCF	7/11/2025
3	N/A	ISCO 4700 Composite Sampler	PCF	7/11/2025
4	N/A	ISCO 5800 Composite Sampler with mini refrigerator	PCF	7/11/2025
5	N/A	ISCO 5800 Composite Sampler	PCF	7/11/2025

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing the Sale of Surplus Pollution
Control Facility (PCF) Equipment

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown has surplus equipment, the description of which is attached and made a part of this resolution, and

WHEREAS this surplus equipment may have some value best determined by an online auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by online auction, of the surplus equipment as described in the attached listing, and

BE IT FURTHER RESOLVED that final acceptance of such bids shall constitute acceptance of the same by the City Manager.

Seconded by _____

[illegible]

July 21, 2025

To: The Honorable Mayor and City Council

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

Subject: Approving the Grant Disbursement Agreement with Empire State Development for the Watertown Masonic Temple Renovation Phase 3 Restore NY IV, Project AB792 (#124,657)

On September 19, 2016, the City Council authorized submitting an application to the fourth round of the Restore NY Program on behalf of the owners of the Masonic Temple for funds to renovate the building located at 242 Washington Street. The funding will be used to fortify the exterior of the building, including the replacement of the portico roof, restoration of two supporting columns, construction of a new entrance, back wall replacement and replacement of the basement windows.

New York State Urban Development Corporation d/b/a Empire State Development (ESD), awarded the City \$500,000 for the project. Once reimbursement documentation is provided to the City and approved by ESD, the grant funding will be sent to the City, who in turn will reimburse the owners for the completed work.

The City must enter into a formal Grant Disbursement Agreement with ESD for the project, a copy of which is attached. The resolution prepared for City Council consideration approves the Grant Disbursement Agreement and authorizes the City Manager to sign it on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving the Grant Disbursement Agreement with Empire State Development for the Watertown Masonic Temple Renovation Phase 3 Restore NY IV, Project AB792 (#124,657)

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City Council adopted a resolution on September 19, 2016, sponsoring and supporting an application for Restore NY Funding, to secure grant funding for the rehabilitation of the Masonic Temple building located at 242 Washington Street, and

WHEREAS New York State Urban Development Corporation d/b/a Empire State Development, awarded the City \$500,000 for the project, and

WHEREAS it is necessary to enter into a formal Grant Disbursement Agreement with Empire State Development for the project,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby approves the Grant Disbursement Agreement between the City of Watertown and New York State Urban Development Corporation d/b/a Empire State Development, a copy of which is attached and made part of this resolution, for the Watertown Masonic Temple Renovation Phase 3 Restore NY IV Grant in the amount of \$500,000, and

BE IT FURTHER RESOLVED that the City Manager, or their designee, is hereby authorized and directed to execute the Grant Disbursement Agreement on behalf of the City and execute any other certifications or documents required to accept the grant and administer the project.

Seconded by _____

CAPITAL GRANT

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

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

655 Third Avenue
New York, New York 10017
Contact: Diego Mendoza
Phone: 212-803-3167
E-mail: Diego.mendoza@esd.ny.gov

THE GRANTEE:

City of Watertown
245 Washington Street
Municipal Building Room 302
Watertown, NY, 13601
Contact: Michael Lumbis, Planning and Community
Development Director
Phone: 315-785-7741
E-mail: mlumbis@watertown-ny.gov
Federal Taxpayer ID#: 15-6000419

PROJECT NAME:

Watertown Masonic Temple Renovation
Phase 3 RESTORE IV

PROJECT LOCATION:

242 Washington Street, Watertown 13601,
Jefferson County

PROJECT NUMBER:

AB792 (#124,657)

GRANT AMOUNT:

\$500,000

FUNDING SOURCE:

RestoreNY Comm 16-17

ESD APPROVAL DATE:

March 28, 2024

PACB APPROVAL DATE:

April 12, 2024

EXPIRATION DATE:

December 31, 2025

TERMS AND CONDITIONS

1. The Project

The Grantee shall:

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

2. Employment Goals & Reporting

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

3. Conditions Precedent to Disbursement of the Grant

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

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

4. Disbursement and Recapture Terms

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

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

5. Non Discrimination and Contractor & Supplier Diversity

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

6. No Liability of ESD

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

7. Responsibility Provisions

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

8. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

- (a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

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

any of the terms of this Agreement.

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

than five (5) percent of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

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

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

9. Default and Remedies

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

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

the United States Bankruptcy Code, or the failure by the Grantee to obtain the dismissal, within sixty (60) days of filing, of any involuntary proceeding brought under any chapter of the United States Bankruptcy Code.

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

10. Term

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

11. Books and Records; Project Audit

- (a) The Grantee will maintain accurate books and records concerning the project for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to ESD, its agents, officers and employees during Grantee's business hours upon reasonable request.
- (b) ESD shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.

12. Maintenance of Insurance

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

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

covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended.

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

13. Survival of Provisions

It is agreed that: (a) the provisions of Sections 6, 8(g), (j) and (l) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 (except insofar as any of the aforesaid Sections have been waived in accordance with the terms of Exhibit I to this Agreement) shall survive the expiration or

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

14. Notices

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

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

Empire State Development

Name: Diego Mendoza
Title: Project Manager
Address: 655 Third Avenue, New York, NY 10017
Telephone Number: 212-803-3167
E-Mail Address: Diego.mendoza@esd.ny.gov

With a copy to:

Title: General Counsel
Address: 655 Third Avenue, New York, NY 10017
Telephone Number: (212) 803-3750
Facsimile Number: (212) 803-3975

City of Watertown

Name: Michael Lumbis
Title: Planning and Community Development Director
Address: 245 Washington Street, Municipal Building Room 305
Watertown, NY, 13601

Telephone Number: 315-785-7730
E-Mail Address: mlumbis@watertown-ny.gov

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of mailing to the address provided herein, or in the case of facsimile transmission or email, upon receipt of a record, by the sender, that such a transmission has been completed.
- (c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

15. No Assignment

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

16. No Waiver

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

17. Integration/Modification

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

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein. In the event of a conflict between the Directors' materials attached hereto as Exhibit A and any other term or condition of this Agreement, then the term or condition of this Agreement shall govern.

19. Confidentiality of Information

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

20. Special Provisions

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

21. Litigation Costs

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

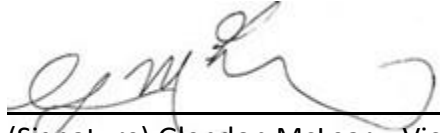
22. Waiver

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

Watertown Masonic Temple Renovation Phase 3 RESTORE IV, Project Number AB792
(#124,657)

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

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



(Signature) Glendon McLeary, Vice President and Director of Loans & Grants

April 11, 2025

(date)

City of Watertown

(Signature)

(Printed name and title)

(date)

ESD CAPITAL GRANT DISBURSEMENT AGREEMENT

EXHIBITS

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

EXHIBIT A: GENERAL PROJECT PLAN

See Materials Attached

A. City of Watertown - Masonic Temple Renovation RESTORE NY IV (AB792/124,657)

March 28, 2024

General Project Plan

Grantee:	City of Watertown (“Watertown” or the “City”)
ESD Investment:	A grant of up to \$500,000 to be used for a portion of the cost of construction and renovation of a historic Masonic temple.
Project Location:	242 Washington Street, Watertown 13601, Jefferson County
Proposed Project:	Rehabilitating and restoring a 28,357-square-foot, aging Masonic Temple (the “Temple”) into a mixed-use facility with commercial and retail units, with the goal of revitalizing Watertown’s downtown community to induce commercial investment in the area
Project Type:	Historic Rehabilitation to revitalize Watertown’s downtown area
Regional Council:	The North Country Regional Council has been made aware of this item. The project predates the Regional Council Initiative. The project is consistent with the Regional Plan/other description of relationship between project and Council.

Background:

Grantee History – The City of Watertown (the “City”), the county seat of Jefferson County which lies 70 miles north of Syracuse, was settled in the early 1800s and developed early in the 19th century as a manufacturing center. In 2020, the City had a total population of 24,685. Downtown Watertown remains a central activity node that epitomizes the City's present and historic prominence as the commercial and industrial center of the region. The project location is considered Moderately Distressed and is not located within a Brownfield Opportunity Area.

ESD Involvement – In September 2016, Restore NY funds were requested by the City of Watertown to remove blight and support the historic rehabilitation of the Masonic Temple which is currently owned by 242 Washington Street LLC. The funding is needed for the rehabilitation to prevent further deterioration to the building, which was first constructed in 1914 and listed on the National Register of Historic Places in 1980. The building had been dormant since the early 2000s, and remained vacant until it was purchased by 242 Washington Street LLC in 2013, after falling into disrepair. Without ESD funding, damages and architectural repairs would have been economically unfeasible. Restore IV funding will further the City’s on-going strategy to build and sustain healthy neighborhoods by leveraging a variety of public and private resources.

In February 2017, ESD made the City an offer of \$500,000 via the Restore NY Round 4

City of Watertown - Masonic Temple Renovation RESTORE NY IV (AB792/124,657)

March 28, 2024

funding program to be used for the renovation costs to close a funding gap in the budget. The project's activities have been completed, making the Grantee eligible for reimbursement. Total project costs were \$627,897, including a \$127,897 in equity contributed by the grantee. ESD is now recommending that the Board authorize the release of funds for this Project.

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

Program	Project #	Amount	Date Start (ESD Directors' Approval date)	Date End (Project Completion: Contract Expiration)	Purpose
UCDP - RC7 Strat Planning	131,744	\$990,000	August 15, 2019	December 11, 2023	Capital Grant - The rehabilitation and renovation of three buildings in downtown Watertown
UCDP - RC7 Strat Planning	131,283	\$90,000	July 16, 2020	March 29, 2021	Working Capital Grant - Create a comprehensive plan for the city of Watertown.

The Project:

Completion – December 2023

Activity – 242 Washington St, LLC, the developer, renovated an historic, 28,357-square-foot Masonic Temple, rehabilitating years of neglect which had deteriorated the 3-story building. The exterior of the Masonic Temple was fortified, including a portico roof replacement, restoration of two supporting columns, construction of a new entrance, back wall replacement and basement window replacement. The project started in February 2017, and was completed December 31, 2023. The developer, Fourth Coast Inc., has received letters of interest from various local businesses looking to utilize the rehabilitated Temple for commercial and retail space, due to its location, proximity to resources, and undeniably unique features and opportunities.

In October 2019, ESD made an offer of \$2.2 million from the to the Downtown Revitalization Initiative to the developer, 242 Washington Street LLC, to assist in the building renovation.

Results - The renovation of the Temple will add a significant cultural and social element to Watertown's downtown, providing promising commercial and retail space due to its

City of Watertown - Masonic Temple Renovation RESTORE NY IV (AB792/124,657)

March 28, 2024

location, proximity to resources, and undeniably unique features and opportunities. Restore NY funds are critical to the success of this project.

Financing Uses	Amount	Financing Sources	Amount	Percent
Construction/Renovation	\$627,897	ESD Grant	\$500,000	80%
		Equity	127,897	20%
Total Project Costs	\$627,897	Total Project Financing	\$627,897	100%

** Source of equity is funding from the building owner*

Grantee Contact- Michael Lumbis, Planning & Commission Development Director
245 Washington Street, Municipal Building Room 305
Watertown, NY, 13601
Phone: 315-785-7741
E-mail: mlumbis@watertown-ny.gov

Project Team-

Project Management	Maksymilian Bogusz
Contractor & Supplier Diversity	Kelly Forsey
Environmental	Soo Kang

Financial Terms and Conditions:

1. Upon execution of the grant disbursement agreement, the City shall pay a commitment fee of .1% of the \$500,000 capital grant (\$500) and reimburse ESD for all out-of-pocket expenses incurred in connection with the project.
2. The City will be obligated to advise ESD of any materially adverse changes in its financial condition prior to disbursement.
3. The City will contribute at least a 10% match of the grant amount to the Project. The City will ensure the contribution of at least a 10% match of the grant amount to the Project.
4. Up to \$500,000 will be disbursed to Grantee, in a lump sum, upon documentation of construction and renovation project costs totaling \$627,897, and upon completion of the project substantially as described in these materials, as evidenced by a certificate of occupancy, assuming that all project approvals have been completed and funds are available. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. Expenses must be incurred on or after December 15, 2017, to be considered reimbursable project costs.

City of Watertown - Masonic Temple Renovation RESTORE NY IV (AB792/124,657)

March 28, 2024

5. ESD may reallocate the project funds to another form of assistance, at an amount no greater than \$500,000, for this project if ESD determines that the reallocation of the assistance would better serve the needs of the City and the State of New York. In no event shall the total amount of any assistance to be so reallocated exceed the total amount of assistance approved by the Directors.

Environmental:

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

Due to the building's inclusion on the State and National Registers of Historic Places, ESD has ensured that consultation has been conducted with State Historic Preservation Office ("SHPO") of the NYS Office of Parks, Recreation and Historic Preservation pursuant to the requirements of Section 14.09 of the State Historic Preservation Act. The project has been awarded (State and) Federal Historic Tax Credits and ESD has confirmed that SHPO and the National Parks Service concurred that the Project is consistent with all applicable guidelines.

No Benefit-Cost Analysis ("BCA") is required since these projects generate long-term benefits not captured in the short-term period used for the BCA and may involve no permanent job commitments.

Non-Discrimination and Contractor & Supplier Diversity:

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

Statutory Basis – Restore NY Communities:

The funding was authorized in the 2016-2017 New York State budget and re-appropriated in the 2017-2018, 2018-2019, 2019-2020 New York State budgets. No residential relocation is required as there are no families or individuals residing on the site.

EXHIBIT B: CONSTRUCTION REQUIREMENTS

Watertown Masonic Temple Renovation Phase 3 RESTORE IV, Project AB792 (#124,657)

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

B-1 Certification of Work Performed

B-2 Unconditional Waiver and Release – Architect

B-3 Unconditional Waiver and Release – Engineer

B-4 Unconditional Waiver and Release – Construction Manager

B-5 Unconditional Waiver and Release – General Contractor

EXHIBIT B-1

CERTIFICATION OF WORK PERFORMED

Please complete the table below with the names of all primary contractor, architect, engineer, construction manager businesses or individuals working on this project and the total expenses incurred for this payment request. Sub-contractor information is not required.

	Name of Business or Individual	Total Expenses Incurred
Architect:		
Engineer:		
General Contractor:		
Construction Manager:		
Others (please specify):		
	TOTAL*:	

**Total amount should match the amount listed in Exhibits F & F-2.*

CERTIFICATION

The information included herein is correct to the best of my knowledge and belief.

Signature: _____ Date: _____

Print Name and Title: _____

Any false statement herein may cause the borrower or grantee to be in default under its grant disbursement agreement with ESD.

EXHIBIT B-2

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

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

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

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

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

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

Date: _____

(Signature)

ARCHITECT'S STAMP

(Company Name)

EXHIBIT B-3

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

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

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

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

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

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

Date: _____

ENGINEER'S STAMP

(Signature)

(Company Name)

EXHIBIT B-4

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

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

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

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

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

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

Date: _____
(Signature)

NOTORIZED

(Company Name)

EXHIBIT B-5

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

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

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

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

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

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

Date: _____
(Signature)

NOTARIZED

(Company Name)

EXHIBIT C: RECAPTURE TERMS

Intentionally Deleted

EXHIBIT D: OPINION OF COUNSEL

[Letterhead of Counsel to the Grantee]

[Date]

Empire State Development Corporation
655 Third Avenue
New York, New York 10017

Attn: Diego Mendoza

Re: Watertown Masonic Temple Renovation Phase 3 RESTORE IV, Project AB792 (#124,657)

Ladies and Gentlemen:

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

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

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

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

As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon written statements and representations of officers and other representatives of the Grantee and of certain public officials. We have also

assumed and relied upon the accuracy and completeness of all certificates and other statements, representations, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties and exhibits contained in the Agreement with respect to the factual matters set forth therein.

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

1. The Grantee is validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder.

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

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

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

Very truly yours,

EXHIBIT E: DISBURSEMENT TERMS

Disbursement

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

Fees due:

Commitment Fee:	<u>\$500</u> (.1% of grant amount)
Reimbursement for out-of-pocket expenses	<u>\$483.30</u>
TOTAL due:	<u>\$983.30</u>

Up to \$500,000 will be disbursed to the Grantee in a lump sum upon completion of the project substantially as described in Exhibit A as documented by a letter of completion from the City of Watertown, documentation of renovation project costs totaling \$627,897 and proof of financing satisfactory to ESD for a \$2.94M subsequent phase at the Project Location for a scope of work that consists of Portico South Eave repair, North and South Portico Column Restoration, 4-stop Elevator, basement accessibility, southeast stairs, first floor windows, basement bathrooms, and basement HVAC, provided the Grantee is otherwise in compliance with the terms and conditions of this Agreement. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require, in the forms attached to this Agreement as Exhibits B and F and their attachments. Expenses must be incurred on or after October 3, 2016, to be considered reimbursable project costs. Previously expended funds may be applied toward match requirements retroactive to June 23, 2006, when the Restore New York Legislation was enacted

Wire Transfer Information:

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

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

Bank Name: _____

ABA #: _____

Account Name: _____

Account #: _____

EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM

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

Watertown Masonic Temple Renovation Phase 3 RESTORE IV, Project AB792 (#124,657)

Disbursement Request amount: \$ _____

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

Minimum Expense Incurred (per Exhibit E)		\$627,897			
Eligible Expenses	A: Actual Costs Incurred (this request)	B: ESD Share (this request)	C: Cumulative Amount Previously Received from ESD	D: Grant Amount (Cumulative if multi-year grant)	E: (D-C-B) Grant Balance Remaining
Construction/Renovation					
TOTAL				\$500,000	

CERTIFICATION

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

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

- ___ Exhibit B: Design & Construction Requirements
- ___ Exhibit F-2: Project Cost & Completion Affidavit
- ___ Exhibit F-2A: Documentation of Project Costs
- ___ Exhibit G-2: Staffing Plan

EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM, Cont.

- ___ Exhibit G-3: Workforce Employment Utilization Report
- ___ Exhibit G-4: M/WBE Utilization Plan
- ___ Exhibit G-5: Waiver Request Form
- ___ Exhibit G-6: M/WBE Contractor Compliance and Payment Report
- ___ A copy of all current policies of insurance (or certificates thereof) in full compliance with the terms and conditions of Section 12 of the Agreement
- ___ Letter of Completion from City of Watertown
- ___ proof of financing satisfactory to ESD for a \$2.94M subsequent phase at the Project Location for a scope of work that consists of Portico South Eave repair, North and South Portico Column Restoration, 4-stop Elevator, basement accessibility, southeast stairs, first floor windows, basement bathrooms, and basement HVAC

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

Signature: _____ Date: _____

Print Name: _____ Title: _____

At any point in the course of your project, ESD would appreciate feedback regarding this ESD program. Please comment on the application, project approval, and/or payment reimbursement process or any other interactions with ESD related to the project. You may submit your feedback under separate cover to Glendon McLeary, Vice President and Director of Loans & Grants, 655 Third Avenue, NY, NY 10017. Please include your Project Number and Project Name which are listed at the top of this exhibit on your submission.
Thank you.

EXHIBIT F-1: FINANCIAL CONDITION DOCUMENTATION

Intentionally Deleted

EXHIBIT F-2
PROJECT COST & COMPLETION AFFIDAVIT

Notary Public

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

Watertown Masonic Temple Renovation Phase 3 RESTORE IV, Project AB792 (#124,657)

For _____

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

PREPARED BY: _____ DATE: _____

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

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

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

I. General Provisions

- A. Empire State Development (ESD) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Recipient of the subject Grant Disbursement Agreement (the "Recipient" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ESD, to fully comply and cooperate with the ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

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

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

Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

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

constitutes a breach of contract and the Recipient shall be liable to the ESD for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Recipient shall comply with the following provisions of Article 15-A:
 1. Recipient and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Recipient shall submit an EEO policy statement to the ESD with the executed Contract.
 3. If Recipient or subcontractor does not have an existing EEO policy statement, the ESD may provide the Recipient or subcontractor a model statement (see EXHIBIT G-1: M/WBE Participation/Equal Employment Opportunity Policy Statement).
 4. The Recipient's EEO policy statement shall include the following language:
 - a. The Recipient will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient's obligations herein.
 - d. The Recipient will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant

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

provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. EXHIBIT G-2: Staffing Plan

To ensure compliance with this Section, the Recipient shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Recipients shall complete the Staffing plan form and submit it as part of the executed Contract.

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

1. Once a contract has been awarded and during the term of Contract, Recipient is responsible for updating and providing notice to the ESD of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 2. Separate forms shall be completed by Recipient and any subcontractor performing work on the Contract.
 3. In limited instances, Recipient may not be able to separate out the workforce utilized in the performance of the Contract from Recipient's and/or sub's total workforce. When a separation can be made, Recipient shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Recipient's and/or subcontractor's total workforce, Recipient shall submit the Workforce Report and indicate that the information provided is Recipient's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. Recipient shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Recipient and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Recipient represents and warrants that Recipient has submitted an MWBE Utilization Plan (EXHIBIT G-4) either prior to, or at the time of, the execution of the Contract.

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

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

V. Waivers

- A. For Waiver Requests Recipient should use the Waiver Request Form (EXHIBIT G-5).
- B. If the Recipient, after making good faith efforts, is unable to comply with MWBE goals, the Recipient may submit a Request for Waiver form documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the ESD shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the ESD, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Recipient is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the ESD may issue a notice of deficiency to the Recipient. The Recipient must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

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

VII. Liquidated Damages/Recapture - MWBE Participation

- A. Where ESD determines that Recipient is not in compliance with the requirements of the Contract and Recipient refuses to comply with such requirements, or if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals, Recipient shall be obligated to pay to the ESD liquidated damages or be subject to recapture of grant proceeds ("Recapture").
- B. Such liquidated damages or Recapture shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Recipient achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

- C. In the event a determination has been made which requires the payment of liquidated damages (and such identified sums have not been withheld by the ESD) or Recapture, Recipient shall pay such liquidated damages or Recapture to the ESD within sixty (60) days after they are assessed by the ESD unless prior to the expiration of such sixtieth day, the Recipient has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages or Recapture shall be payable if Director renders a decision in favor of the ESD.



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

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

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
POLICY**

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (c) At the request of the ESD, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) Organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors 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.
- (e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this contract.

MWBE PARTICIPATION (MWBE)

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

EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

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

SDVOB PARTICIPATION (SDVOB)

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

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



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

Agreed on this _____ day of _____, 20_____.

By: _____
(SIGNATURE)

Print Name: _____

Title: _____

**Minority & Women-owned Business Enterprise and Service-Disabled Veteran-Owned Business-
Equal Employment Opportunity Liaison**

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

M/WBE Contract Goals

30% Minority Business Enterprise Participation

EEO Contract Goals

NOT APPLICABLE % Minority Labor Force Participation

NOT APPLICABLE % Female Labor Force Participation

SDVOB Contract Goals

_____ **%** Service-Disabled Veteran Business Participation

(Signature of Contractor's Authorized Representative)

*Name: _____
*Company: _____
*Title: _____
*Phone: _____
*Address: _____



EXHIBIT G-2 - STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

Submit with Bid or Proposal – Instructions on page 2

Contract/Project No.:	Contract/Project Title:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor Subcontractor's name _____
Contractor/Grantee Name:		
Contractor/Grantee Address:		

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

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

PREPARED BY (Signature):	TELEPHONE NO.:	EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):			



EXHIBIT G-2 - STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

General Instructions: All Contractors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (Form OCSD-2) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form for the contractor's and/or Subcontractor's total work force.

Instructions:

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

RACE/ETHNIC IDENTIFICATION:

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

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

OTHER CATEGORIES:

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



Contract No.:	Reporting Entity:	Reporting Period:	
	<input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	<input type="checkbox"/> January 1, 20 - March 31, 20 <input type="checkbox"/> July 1, 20 - September 30, 20	<input type="checkbox"/> April 1, 20 - June 30, 20 <input type="checkbox"/> October 1, 20 - December 31, 20
Contractor's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force	
Contractor's Address:			

[illegible]

EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WORKFORCE EMPLOYMENT UTILIZATION REPORT

Submit the above completed form to:

**Empire State Development
Office of Contractor and Supplier Diversity
655 Third Avenue,
New York, NY 10017**

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

Instructions for completing:

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

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

RACE/ETHNIC IDENTIFICATION

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

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

OTHER CATEGORIES

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



Exhibit G-4

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

* indicates mandatory fields

* Contractor Name:

Address:

* Representative Name: Town, State & Zip:

* Phone:

* ESD Contract/Project Number:

* Fax:

RFP/RFQ/Solicitation Number:

* Email:

* MWBE Goal: MBE ___% + WBE ___% = MWBE GOAL ___%

* Total Dollar Value of Contract/Grant: \$___

* SDVOB Goal: ___%

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. * Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. * Check Firm Type That Applies for Work Completed on this Project	6. * Dollar Value of Contract (if unavailable or yet undetermined, indicate \$1)
A.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Materials Supplier <input type="checkbox"/> Trade Agents/Brokers	
B.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Materials Supplier <input type="checkbox"/> Trade Agents/Brokers	



Exhibit G-4

7. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at OCSD@ESD.NY.GOV.

PREPARED BY (Signature): _____ DATE: _____

Preparer's Name (Print or Type): _____

Preparer's Title: _____

Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

The MWBE Certification status of the firms listed on this form **MUST** be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.

This directory is available at <https://ny.newnycontracts.com>.

The SDVOB Certification status of the firms listed on this form **MUST** be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.

This directory is available at <https://online.ogs.ny.gov/SDVOB/search>.

TELEPHONE NO.:

EMAIL ADDRESS:

Policy Regarding Use of MWBE Suppliers and Brokers

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.

FOR CONSTRUCTION/CAPITAL PROJECTS – 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% of the total value of the 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.

FOR ALL OTHER PROJECTS - 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% of the total value of the contract.

**** FOR OCSD USE ONLY ****

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED?

☐ YES ☐ PARTIAL ☐ NO Date: _____



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

Waiver Applicant			
Offeror / Contractor Name:		Fed ID No.:	
Address:		Solicitation/Contract No.:	
City, State, Zip Code:		M/WBE Goals: MBE: ____% WBE: ____%	
<p><u>By submitting this form and the required information, the offeror / contractor certifies that every "Good Faith Effort" has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract. Review 5 NYCRR §142.8, Contractor's Good Faith Efforts, on page 2 of this form for the precise definition of "Good Faith Effort".</u></p>			
<p>Contractor is requesting a:</p> <ol style="list-style-type: none"><input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial<input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial<input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development). Date of such filing with Empire State Development Corporation: ____			
<p>PREPARED BY (Signature): _____ Date: ____</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</p>			
Name and Title of Preparer (Printed or Typed):		Telephone Number:	
		Email Address:	
Submit with the bid or proposal or if submitting after award submit to: Empire State Development		***** FOR M/WBE USE ONLY *****	
		REVIEWED BY:	DATE:



EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WAIVER REQUEST FORM

<p>Office of Contractor and Supplier Diversity 655 Third Avenue, New York, New York 10017</p>	<p>Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver</p> <p><input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional</p> <p><input type="checkbox"/> Notice of Deficiency Issued ____</p> <p>* <u>Comments:</u></p>
--	--

EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**WAIVER REQUEST FORM****5 NYCRR §142.8 - Contractor's Good Faith Efforts**

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



Exhibit G-6

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

CONTRACTOR/GRANTEE:

ADDRESS:

TOWN/COUNTY/ZIP:

CONTACT PERSON:

TELEPHONE:

EMAIL:

ESD OCSD REPRESENTATIVE:

CONTRACT/PROJECT NAME:

CONTRACT/PROJECT #:

PROJECT START DATE:

PERCENT COMPLETE:

ACTUAL COMPLETION DATE:

REPORTING PERIOD: ☐ Monthly for the Month of: (Month) (Year)

☐ Quarterly (Check Applicable): ☐ Quarter 1 (4/1-6/30) | ☐ Quarter 2 (7/1-9/30) | ☐ Quarter 3 (10/1-12/31) | ☐ Quarter 4 (1/1-3/31)

Attach MWBE and SDVOB executed contracts, wire transfer confirmations and cancelled checks as proof of payment to the identified MWBEs and SDVOBs. This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.

PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code)	PRIME CONTRACT AMOUNT	MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code)	NYS CERTIFICATION (Check One)	DESCRIPTION OF SERVICES	CONTRACT AMOUNT	PAYMENTS PREVIOUSLY REPORTED	PAYMENTS ON CURRENT REPORT	TOTAL PAYMENTS TO DATE
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$

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

SIGNATURE: _____

DATE: _____

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.



Exhibit G-6

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

SUBMIT REPORT TO: Office of Contractor and Supplier Diversity
Empire State Development
655 Third Avenue,
New York, NY 10017

Completed forms may be emailed directly to OCSD at ocsd@esd.ny.gov. All email submissions must include ESD's project/contract number(s), and the name and contact information of the individual or firm submitting the information.

QUESTIONS? Please contact the OCSD's Compliance Managers or email the office at ocsd@esd.ny.gov.

Monique Campbell	Kelly Forsey	Ridwan Ahmed	Alex Adolphe	Ami Shipley
(212) 803-2238	(716) 846-8238	(212) 803-2487	(212) 803-2336	(212) 803-3222
Monique.Campbell@esd.ny.gov	Kelly.Forsey@esd.ny.gov	Ridwan.Ahmed@esd.ny.gov	Alex.Adolphe@esd.ny.gov	Ami.Shipley@esd.ny.gov
Long Island North Country New York City (Bronx, Brooklyn, Queens)	Capital District Finger Lakes Western New York	Mid-Hudson Mohawk Valley NYC (Staten Island)	Central New York New York City (Manhattan)	Southern Tier Dept. of Economic Development ESD Procurement Contracts ESD Subsidiaries – CCDC, QWDC, LMDC, ESNMC, HCDC, MSDC, ECHDC, USAN

EXHIBIT H: REPORT OF EMPLOYMENT

Intentionally Deleted

EXHIBIT I: SPECIAL PROVISIONS

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

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

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

It is noted that the project covered by this Agreement consisted of improvements to the exterior of the former Masonic Temple building at 242 Washington Street in Watertown, NY including Masonry and Window Restoration, Asbestos abatement, front stair and sidewalk, first floor window reconstruction, and portico roof.

July 21, 2025

To: The Honorable Mayor and City Council

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

Subject: Approving the Participant Grant Agreement with 242 Washington Street, LLC for the Restore NY IV Project Known as the Masonic Temple Renovation Phase 3

Earlier in tonight's agenda, the City Council considered a resolution approving the Grant Disbursement Agreement between the City and New York State Urban Development Corporation d/b/a Empire State Development (ESD) for Restore NY IV grant funding for the project known as the Masonic Temple Renovation. If the City Council approved the agreement with ESD, it should then consider the attached resolution approving the Participant Grant Agreement between the City and 242 Washington Street, LLC.

As background information on this project, the City Council, at its September 19, 2016, meeting, authorized submitting an application to the fourth round of the Restore NY Program on behalf of the owners of the Masonic Temple for funds to renovate the building located at 242 Washington Street. The funding will be used for exterior building repairs, including replacement of the portico roof, restoration of two supporting columns, construction of a new entrance, back wall replacement, and replacement of the basement windows.

On February 17, 2017, the City was notified by ESD of the \$500,000 grant award for the project. This phase of the project has taken some time to come to fruition, but since the award, the work has been completed, the project has been approved by the ESD Board of Directors and the Public Authorities Control Board.

The next step is for the City to enter into a Participant Grant Agreement with 242 Washington Street, LLC, so that the City can reimburse the developer for the work that is performed on the project.

A Participant Grant Agreement between the City and 242 Washington Street, LLC has been prepared and is attached for City Council consideration. The agreement outlines the terms of the agreement, project costs, and reimbursement procedures. The attached resolution approves the agreement and authorizes the City Manager to execute it on behalf of the City.

RESOLUTION

Page 1 of 1

Approving the Participant Grant Agreement with 242 Washington Street, LLC for the Restore NY IV Project Known as the Watertown Masonic Temple Renovation Phase 3

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown has been awarded \$500,000 in grant funding from the New York State Urban Development Corporation d/b/a Empire State Development (ESD) through Round IV of the Restore NY Grant Program for the Watertown Masonic Temple Renovation Phase 3 Project, and

WHEREAS at its July 21, 2025 meeting, the City Council of the City of Watertown considered a resolution approving the Grant Disbursement Agreement between the City and ESD for the project, and

WHEREAS the Watertown Masonic Temple Renovation Phase 3 Project will include the exterior rehabilitation of 242 Washington Street, including replacement of the portico roof, restoration of two supporting columns, construction of a new entrance, back wall replacement and replacement of the basement windows, and

WHEREAS it is necessary for the City to enter into a Participant Grant Agreement with 242 Washington Street, LLC, for the purpose of reimbursing the owner for the construction costs,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby approves the Participant Grant Agreement with 242 Washington Street, LLC, a copy of which is attached and made part of this resolution, for the Restore New York IV grant in an amount not to exceed \$500,000 for the Watertown Masonic Temple Renovation Phase 3 Project, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Agreement on behalf of the City Council and any other certifications or documents required to administer the grant.

Seconded by _____

RESTORE NEW YORK PROGRAM
PARTICIPANT GRANT AGREEMENT

This Agreement is made effective as of the _____ day of _____, 2025, by and between the City of Watertown ("City"), with an office at 245 Washington Street, Watertown, NY, and 242 Washington Street, LLC ("Owner"), residing at or having a principal place of business at 745 Graves Street, Clayton, NY 13624.

WITNESSETH:

WHEREAS, the City is the recipient of a grant in an amount not to exceed \$500,000 awarded by the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") for the project designated as Watertown Masonic Temple Renovation Phase 3 RESTORE IV (Project AB 729 (#124,657) for the purpose of reimbursing the principal sum of the construction and development costs (the "Grant") to Owner; and

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

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

WHEREAS, Owner acknowledges the City's obligations to ESD, and intends to complete improvements of the properties located at 242 Washington Street, Watertown, NY as described in Owner's Application for funding to ESD as set forth in the attached Exhibit "A", using funds to be provided through the Program being administered by the City pursuant to the Grant Disbursement Agreement,

WHEREAS, as of April 11, 2025, Owner claims that project work has been performed prior to the execution of this Agreement, but pursuant to and in the spirit of the Program, in an amount valued at \$627,897, and that said amount has been previously and duly paid for by Owner to its contractors, which work and proof of payment Owner acknowledges are subject to City inspection and review pursuant to this Agreement,

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

1. Term.

The period of performance for all Owner activities assisted pursuant to this Agreement shall commence on the effective date of this Agreement and end on December 31, 2025 ("Term"), unless sooner terminated as provided for herein.

2. **Owner's Representations.**

Owner hereby expressly represents that they are the owner of the premises designated herein for improvement and rehabilitation and that, as the Owner, they have all lawful authority required to execute this Grant Agreement, which shall be binding upon the Owner and/or its successors and assigns.

3. **Project Costs.**

- a) The City agrees to reimburse Owner for a percentage of its project costs described in Exhibit A to this Agreement and the agreed-upon Scope of Work outlined in Exhibit A to the Grant Disbursement Agreement. Any modification, amendment or rescission of the project costs must be requested in writing, and approved in writing by the City and ESD.

4. **Reimbursement.**

- a) The Program operates fully as a reimbursement program and Owner is responsible for paying for all agreed upon repairs, and payment of grant funds will be made only upon satisfactory completion of building projects and payment of renovation expenses.
- b) No reimbursement shall be paid to Owner pursuant to this Agreement, including work performed prior to signing this Agreement, until an inspection of the work has been completed by the City, its representative(s) or agent(s). All completed work shall comply with all applicable building codes and standards.
- c) To substantiate work costs, Owners must provide written contracts, bank documents, copies of invoices for materials and labor, cancelled checks, lien releases, and any other documents deemed necessary by the City to maintain effective internal controls. Cash payments will not be reimbursed.
- d) The City agrees that it will pay Owner by checks payable solely to "242 Washington Street, LLC", within fourteen (14) business days following receipt by the City from ESD, each of the net payments which the City as grantee shall receive under the terms and conditions of the Grant, up to the total sum not to exceed \$500,000.

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

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

6. **Regulatory Period.**

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

7. **Termination.**

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

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

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

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

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

10. **Default.**

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

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

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

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

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

(c) Upon the happening of an Event of Default, the City may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and

the pursuit of any one of such remedies shall not preclude the City from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- (i) Terminate this Agreement, provided that Owner is given at least ten (10) business days prior written notice.
 - (ii) Withhold or suspend payment of Program funds.
 - (iii) Recapture any Program funds disbursed to Owner on a pro rata basis over the Regulatory Period. The amount to be recaptured shall be determined by reducing the original amount of Program funds disbursed to Owner by one fifth (1/5th) for each year of the Regulatory Period Owner was in compliance with this Agreement.
 - (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising Owner to suspend, discontinue or refrain from incurring costs for any activities in question or requiring Owner to reimburse the City and ESD for the amount of Program funds expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the City for any reason, or upon the closeout of the Program, the City shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the City of its obligation to pay for services properly performed by Owner prior to such termination. Notwithstanding any such termination or closeout, Owner shall remain liable to the City for any unspent Program funds, the expenditure or use of Program funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by Owner. The City shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Program funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

11. Indemnification.

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

12. Assignment.

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

13. Waiver of Liability.

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

14. **Modification and Amendment.**

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

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

City of Watertown

Signature → _____

Printed Name: Eric Wagenaar

Title: City Manager

Date:

242 Washington Street, LLC

Signature → _____

Printed Name: Augusta Withington

Title: Owner

Date: 11 July 2025

July 21, 2025

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Declaring the City Council's Intent to Serve As Lead Agency Under the State Environmental Quality Review Act (SEQRA) for a Public Water Quality Improvement Project Known As the Western Outfall Trunk Sewer Critical Basin Inflow and Infiltration Reduction Project

The City recently entered into an agreement with LaBella Associates, D.P.C, to complete a Preliminary Engineering Report for the Western Outfall Trunk Sewer (WOTS) to document Inflow and Infiltration (I/I), surcharging during wet weather events, and structural vulnerabilities in the trunk sewer and related collector systems. The preliminary engineering report was needed to make the City eligible for grant funding from the State.

As a result of the study, LaBella, along with City Staff, is proposing a series of improvements to the WOTS to remove inflow and infiltration from the system and make other needed repairs and upgrades. The project would involve the complete rehabilitation of the WOTS sub-basins 4, 6, 7, 8, 9N and 9S using targeted spot repairs, followed by system-wide cured-in-place lining of mainline piping and manholes, as well as grouting of all lateral to main connection points.

The project is considered a Type I Action under the State Environmental Quality Review Act (SEQRA). Since there are several agencies involved with the project that will either undertake, fund or approve it, a coordinated review process is required and one of the involved agencies must be the Lead Agency for SEQR review. As the City is designing and directly undertaking the project, Staff believes that the City Council is the most appropriate agency to be Lead Agency.

The attached resolution declares the City Council's intent to act as the Lead Agency for the Western Outfall Trunk Sewer Critical Basin Inflow and Infiltration Reduction Project and authorizes the Mayor, or her designee to transmit a copy of the Full Environmental Assessment Form (EAF) to all involved and interested agencies and to initiate a coordinated review under SEQRA.

Once the Full EAF has been sent to involved agencies, they have 30 days to respond to the City's request to be Lead Agency and provide comments on the project's potential environmental impact. Once all agencies have responded, the City Council can then review Part 2 of the EAF and make a determination of significance.

RESOLUTION

Page 1 of 2

Declaring the City Council's Intent to Serve As Lead Agency Under the State Environmental Quality Review Act (SEQRA) for a Public Water Quality Improvement Project Known As the Western Outfall Trunk Sewer Critical Basin Inflow and Infiltration Reduction Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS, the City of Watertown has developed the Western Outfall Trunk Sewer (WOTS) Preliminary Engineering Reports to document system infiltration and inflow (I/I), surcharging during wet weather events, and structural vulnerabilities in the trunk and collector systems in the WOTS, and

WHEREAS these conditions have resulted in sanitary sewer overflows (SSOs), basement backups and emergency pumping operations near Butterfield Avenue, and

WHEREAS the City of Watertown proposes inflow and infiltration improvements to remove I/I in the WOTS, and

WHEREAS, the New York State Department of Environmental Conservation formally issued an Order on Consent (Case No. R6-20230502-14) on September 21, 2023, requiring the City to take corrective action to mitigate these recurring violations of SPDES permit conditions; and,

WHEREAS, it is the intent of the City to comply with the applicable environmental review requirements for the project, through careful consideration of the relationship among component activities, and evaluate their cumulative environmental effects; and

WHEREAS, the Project, under the NY State Environmental Quality Review Act (SEQRA) has been determined to be classified as a Type 1 action requiring a coordinated review; and

WHEREAS, the City of Watertown City Council declares its intent to serve as Lead Agency to conduct an environmental review of the Project in accordance with SEQRA,

RESOLUTION

Page 2 of 2

Declaring the City Council's
Intent to Serve As Lead Agency
Under the State Environmental
Quality Review Act (SEQRA) for a
Public Water Quality Improvement
Project Known As the Western
Outfall Trunk Sewer Critical Basin
Inflow and Infiltration Reduction Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

NOW THEREFORE BE IT RESOLVED that, pursuant to the applicable standards of SEQRA (6 NYCRR Part 617.6) the City of Watertown City Council hereby declares its intention to act as Lead Agency for the review of the Western Outfall Trunk Sewer Critical Basin Inflow and Infiltration Reduction Project under SEQRA, and

BE IT FURTHER RESOLVED that Mayor Sarah V.C. Pierce, or her designee, is authorized to send or designate and delegate the sending of the Full Environmental Assessment Form and other relevant project information to all involved and interested agencies indicating the City of Watertown City Council's intention to serve as Lead Agency and to coordinate review under SEQRA.

Seconded by _____

July 21, 2025

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Authorizing the Submission of a NYS Empire State Development Corporation Pro Housing Supply Funds Program Grant Application for the Western Outfall Trunk Sewer Critical Basin Inflow and Infiltration Reduction Project and

Authorizing the Submission of a NYS Department of Environmental Conservation Water Quality Improvement Program Grant Application for the Western Outfall Trunk Sewer Critical Basin Inflow and Infiltration Reduction Project

As noted in a previous report regarding the Western Outfall Trunk Sewer Critical Basin Inflow and Infiltration Reduction Project, LaBella Associates, D.P.C, recently completed a Preliminary Engineering Report that identified Inflow and Infiltration (I/I), surcharging issues and structural vulnerabilities in the Western Outfall Trunk Sewer (WOTS) drainage system.

As also noted in the previous report, LaBella, along with City Staff, is proposing a project that would involve the complete rehabilitation of the WOTS sub-basins 4, 6, 7, 8, 9N and 9S using targeted spot repairs, followed by system-wide cured-in-place lining of mainline piping and manholes, as well as grouting of all lateral to main connection points. The project would address problems identified in the Order on Consent issued by the NYS Department of Environmental Conservation for the WOTS. The Order on Consent requires the City to take corrective action to mitigate the identified issues.

As part of the Consolidated Funding Application Program, New York State's Empire State Development Corporation is accepting grant applications through a new \$100 million Pro-Housing Supply Fund. As a certified Pro-Housing Community, the City is eligible to apply for up to \$10 million in funding to assist with financing essential infrastructure projects, such as sewer, electrical and water system upgrades, that are needed to facilitate new housing developments.

The issues that the City is facing in the Western Outfall drainage basin is limiting future development, including the development of new housing, in a large portion of the City. Staff is proposing to apply for up to \$10 million in funding through this program for funding that will help the City address some of these barriers. The program requires a 50% match and applications are due July 31.

The attached resolution number 5 authorizes the submission of a grant application in an amount up to \$10 million to the Empire State Development Corporation's Pro Housing Supply Funds Program and authorizes the City Manager to execute all required certifications and forms and provide additional information as may be required.

In addition to the ESD grant, the NYS Department of Environmental Conservation also has grant funding available in the Consolidated Funding Application under the Water Quality Improvement Program. NYS DEC has made available up to \$75 million to help finance implementation projects that directly improve water quality or habitat, promote flood risk reduction, restoration, and enhanced flood and climate resiliency, or protect a drinking water source.

The Western Outfall Trunk Sewer Critical Basin Inflow and Infiltration Reduction Project would be eligible for funding under this program. Staff, therefore, is also proposing to apply for up to \$10 million in funding through this program for this project that will assist in making critical improvements in the WOTS and help to address the DEC's Order on Consent. The program requires a 25% match and applications are also due July 31.

The attached resolution number 6 authorizes the submission of a grant application in an amount up to \$10 million to the NYS Department of Environmental Conservation's Water Quality Improvement Program and authorizes the City Manager to execute all required certifications and forms and provide additional information as may be required.

RESOLUTION

Page 1 of 2

Authorizing the Submission of a
NYS Empire State Development
Corporation Pro Housing Supply
Funds Program Grant Application
for the Western Outfall Trunk
Sewer Critical Basin Inflow and
Infiltration Reduction Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS, the NYS Empire State Development Corporation (ESD) is accepting grant applications for the Pro Housing Supply Funds Grant Program through the 2025 Consolidated Funding Application (CFA) process, and

WHEREAS, the City of Watertown is a Certified Pro-Housing Community and is eligible for grant funding through the program, and

WHEREAS, ESD has made available up to \$100 million to help finance essential infrastructure projects – such as sewer and water system upgrades – needed to facilitate new housing development in certified Pro-Housing Communities, and

WHEREAS, the City of Watertown has completed a Preliminary Engineering Report for the Western Outfall Trunk Sewer (WOTS) to document system infiltration and inflow (I/I), surcharging during wet weather events, and structural vulnerabilities in the trunk and collector systems, and

WHEREAS, these conditions have resulted in multiple sanitary sewer overflows (SSOs), basement backups and emergency pumping operations near Butterfield Avenue and the City of Watertown proposes inflow and infiltration improvements to prioritized sub basins to remove I/I; and,

WHEREAS, the New York State Department of Environmental Conservation formally issued an Order on Consent (Case No. R6-20230502-14) on September 21, 2023, requiring the City to take corrective action to mitigate these recurring violations of SPDES permit conditions, and

RESOLUTION

Page 2 of 2

Authorizing the Submission of a
NYS Empire State Development
Corporation Pro Housing Supply
Funds Program Grant Application
for the Western Outfall Trunk
Sewer Critical Basin Inflow and
Infiltration Reduction Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

WHEREAS, the Consent Order Required Action 3 states, “Respondent shall cease approving any new sanitary connections to the collection system in the WOTS basin, unless Respondent develops and implements an Offset Plan. Said plan shall be subject to DEC approval and must account for the removal of I/I flow in WOTS basin equal to three times the anticipated flow of any new sanitary connection(s), and

WHEREAS, the removal of I/I is directly linked to the City’s ability to issue sanitary sewer connection permits for new housing developments in the southwest area of the City,

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the City Manager to submit an application for up to \$10 million to Empire State Development through the Pro-Housing Supply Funds Grant Program for the Western Outfall Trunk Sewer Critical Basin Inflow and Infiltration Reduction Project to address an essential sewer infrastructure project that will aid in attracting new housing development in the City, and

BE IT FURTHER RESOLVED that the City Manager is authorized to act in connection with the submission of the application, including execution of all required certifications and forms and to provide such additional information as may be required.

Seconded by _____

RESOLUTION

Page 1 of 2

Authorizing the Submission
of a NYS Department of
Environmental Conservation
Water Quality Improvement
Program Grant Application for
the Western Outfall Trunk
Sewer Critical Basin Inflow and
Infiltration Reduction Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS, the NYS Department of Environmental Conservation (DEC) is accepting grant applications for the Water Quality Improvement Project (WQIP) grant program through the 2025 Consolidated Funding Application (CFA) process, and

WHEREAS, the City of Watertown is eligible for grant funding through the WQIP grant program, and

WHEREAS, DEC has made available up to \$75 million to help finance implementation projects that directly improve water quality or habitat, promote flood risk reduction, restoration, and enhanced flood and climate resiliency, or protect a drinking water source, and

WHEREAS, the City of Watertown has completed a Preliminary Engineering Report for the Western Outfall Trunk Sewer (WOTS) to document system infiltration and inflow (I/I), surcharging during wet weather events, and structural vulnerabilities in the trunk and collector systems, and

WHEREAS, these conditions have resulted in multiple sanitary sewer overflows (SSOs), basement backups and emergency pumping operations near Butterfield Avenue and the City of Watertown proposes inflow and infiltration improvements to prioritized sub basins to remove I/I; and,

WHEREAS, the New York State Department of Environmental Conservation formally issued an Order on Consent (Case No. R6-20230502-14) on September 21, 2023, requiring the City to take corrective action to mitigate these recurring violations of SPDES permit conditions,

RESOLUTION

Page 2 of 2

Authorizing the Submission
of a NYS Department of
Environmental Conservation
Water Quality Improvement
Program Grant Application for
the Western Outfall Trunk
Sewer Critical Basin Inflow and
Infiltration Reduction Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the City Manager to submit an application for up to \$10 million to the NYS Department of Environmental Conservation through the Water Quality Improvement Program for the Western Outfall Trunk Sewer Critical Basin Inflow and Infiltration Reduction Project to address essential sewer infrastructure improvements in the Wester Outfall Trunk Sewer drainage basin, and

BE IT FURTHER RESOLVED that the City Manager is authorized to act in connection with the submission of the application, including execution of all required certifications and forms and to provide such additional information as may be required.

Seconded by _____

Res No. 7

July 21, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing Adjustment to the 2025-26 City Tax Bill for 907 Water Street,
Parcel No. 04-26-210.000

Trash was removed from 907 Water Street after failure of the property owner to address the issue. An invoice of \$1,458.00 went unpaid and was therefore relieved onto the 2025-26 City tax bill. Subsequently, it was discovered that there was a change in property ownership and the correct owners were not notified.

A resolution abating the Code Enforcement invoice and adjusting the 2025-26 City property tax bill has been prepared for City Council's consideration.

RESOLUTION

Page 1 of 1

Authorizing Adjustment to the 2025-26
City Tax Bill for 907 Water Street,
Parcel No. 04-26-210.000

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS an amount of \$1,458.00 representing an unpaid Code Enforcement invoice for trash removal was relevied to the 2025-26 City tax bill for 907 Water Street, and

WHEREAS the full amount of the relevied Code Enforcement invoice was subsequently determined to have been billed in error to the incorrect property owner,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reduces the 2025-26 City property tax bill for 907 Water Street, Parcel No. 04-26-210.000, by \$1,458.00 for the erroneously relevied Code Enforcement invoice for trash removal charges, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that the above amount is abated and the City Comptroller is hereby authorized to mark the books and records accordingly.

Seconded by _____

Res No. 8

July 21, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing Adjustment to the 2025-26 City Tax Bill for 526 Factory Street,
Parcel No. 06-04-231.000

Snow and ice were removed from the subject property in December 2024, and an invoice of \$356.40 was issued. Upon further review, it was determined that the work took place in an area where the boundary between two parcels was not clearly distinguishable. Although an abatement had previously been approved, the adjustment was inadvertently not processed prior to being relieved to the 2025-26 property tax bill.

A resolution abating the Code Enforcement invoice and adjusting the 2025-26 City property tax bill has been prepared for City Council's consideration.

RESOLUTION

Page 1 of 1

Authorizing Adjustment to the 2025-26
City Tax Bill for 526 Factory Street,
Parcel No. 06-04-231.000

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS an amount of \$356.40 representing an unpaid Code Enforcement invoice for snow and ice removal was relevied to the 2025-26 City tax bill for 526 Factory Street, and

WHEREAS it was determined upon review that the work took place in an area where the property boundary between two parcels was not clearly distinguishable and the adjustment was inadvertently not processed prior to the unpaid amount being relevied to the property's tax bill, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reduces the 2025-26 City property tax bill for 526 Factory Street, Parcel No. 06-04-231.000, by \$356.40 for the erroneously relevied Code Enforcement invoice for snow and ice removal charges, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that the above amount is abated and the City Comptroller is hereby authorized to mark the books and records accordingly.

Seconded by _____

Proposed Local Law of 2025

July 21, 2025

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: A Local Law to Create an Exception to the Residency Requirement Under Section 3 of the New York State Public Officers Law as Applied to the Current Holders of the Offices of City Manager, City Engineer, and Superintendent of Public Works.

City Council is being asked to consider adopting a local law to create an exception to the residency requirement under Section 3 of the New York State Public Officers Law as applied to the current holders of the Offices of City Manager, City Engineer, and Superintendent of Public Works.

This local law would allow for the current above-mentioned City Officers who hold these positions to reside in Jefferson County, as well as abutting or adjacent counties, during their employment with the City of Watertown. This law will only apply to current employees holding the above-mentioned City Officer titles, not new hires.

During the June 16, 2025 City Council Meeting, a motion was put forth and carried to schedule a public hearing regarding the law mentioned above on July 7, 2025.

A local law was prepared and tabled by Council.

LOCAL LAW

Page 1 of 2

A Local Law to Create an Exception to the Residency Requirement Under Section 3 of the New York State Public Officers Law as Applied to the Current Holders of the Offices of City Manager, City Engineer, and Superintendent of Public Works

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

A local law to create an exception to the residency requirement under Section 3 of the New York State Public Officers Law as applied to the current holders of the Offices of City Manager, City Engineer, and Superintendent of Public Works.

WHEREAS, the offices of City Manager, City Engineer, and Superintendent of Public Works are local offices subject to the provisions of Section 3 of the Public Officers Law, which requires that holders of such offices be a resident of the municipal corporation within which their official functions are exercised; and

WHEREAS, Section 10(1)(ii)(a)(1) of the Municipal Home Rule Law empowers a city to adopt local laws that are not inconsistent with the constitution or any general law related to the residency of its officers and employees; and

WHEREAS, the City of Watertown can supersede Section 3 of the Public Officers Law in that it has become a special rather than general law due to the exemption of local offices of other municipal corporations from its terms; and

WHEREAS, the City Council has determined that it is in the City's best interest to enact a limited exception to the residency requirement of the Public Officers Law insofar as it relates to the current holder of the offices of City Manager, City Engineer, and Superintendent of Public Works of the City of Watertown to insure that persons with exceptional qualifications may hold such offices so long as they reside in Jefferson County or an abutting or adjacent county; and

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown, New York, as follows:

Authority: This local law is adopted pursuant to the provisions of § 10(1)(ii)(a)(1) of the Municipal Home Rule Law of the State of New York, which grants to local governments the authority to enact local laws regarding the qualifications of local officers which are not inconsistent with the constitution or general state statutes.

Supersession of State Law: This Local Law shall supersede Public Officers Law § 3 in its application to the current holders of the offices City Manager, City Engineer, and Superintendent of Public Works of the City of Watertown.

LOCAL LAW

Page 2 of 2

A Local Law to Create an Exception to the Residency Requirement Under Section 3 of the New York State Public Officers Law as Applied to the Current Holders of the Offices of City Manager, City Engineer, and Superintendent of Public Works

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

Residency Requirement: Any person currently holding the offices of City Manager, City Engineer, or Superintendent of Public Works of the City of Watertown as of the effective date of this Local Law need not be a resident of the City of Watertown so long as such person resides in the County of Jefferson or an abutting or adjacent county. This exception to Public Officers Law § 3 does not apply to future holders of the offices of City Manager, City Engineer, or Superintendent of Public Works, who must comply with the requirements of Public Officers Law § 3.

Severability: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, individual, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

State Environmental Quality Review Act (SEQRA): The City Council has considered the provisions of Article 8 of the Environmental Conservation Law (“SEQRA”) and the regulations adopted thereunder at 6 NYCRR Part 617 and finds this Local Law to be a Type II Action as defined therein. Therefore, no further review is required under SEQRA.

,and

BE IT FURTHER ENACTED that this Local Law shall take effect immediately upon being filed with the New York Secretary of State.

Seconded by Council Member Clifford G. Olney III

July 15, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – June 2025

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last June, the sale of surplus hydro-electric power on an actual-to-actual basis was up \$73,999 or 19.59%. In comparison to the budget projection for the month, revenue was up \$72,518 or 19.13%. The year-to-date actual revenue is up \$344,323 or 5.94%, while the year-to-date revenue on a budget basis is up \$764,548 or 14.22%.

	<u>Actual</u> <u>2021-22</u>	<u>Actual</u> <u>2022-23</u>	<u>Actual</u> <u>2023-24</u>	<u>Actual</u> <u>2024-25</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 673,456	\$ 165,435	\$ 380,883	\$ 793,352	\$ 412,470	108.29%
August	\$ 612,155	\$ 157,460	\$ 26,670	\$ 688,115	\$ 661,445	2,480.11%
September	\$ 307,692	\$ 442,559	\$ 181	\$ 145,453	\$ 145,271	80,176.23%
October	\$ 523,734	\$ 216,702	\$ 184,779	\$ 79,259	\$ (105,520)	(57.11%)
November	\$ 731,273	\$ 373,674	\$ 682,240	\$ 209,619	\$ (472,621)	(69.27%)
December	\$ 702,586	\$ 533,542	\$ 826,789	\$ 542,585	\$ (284,205)	(34.37%)
January	\$ 293,374	\$ 522,759	\$ 533,340	\$ 359,155	\$ (174,185)	(32.66%)
February	\$ 246,124	\$ 477,279	\$ 626,162	\$ 195,739	\$ (430,422)	(68.74%)
March	\$ 661,611	\$ 612,321	\$ 923,928	\$ 747,418	\$ (176,510)	(19.10%)
April	\$ 897,945	\$ 872,321	\$ 785,870	\$ 905,006	\$ 119,136	15.16%
May	\$ 539,059	\$ 471,237	\$ 446,726	\$ 1,022,190	\$ 575,465	128.82%
June	<u>\$ 418,974</u>	<u>\$ 234,979</u>	<u>\$ 377,657</u>	<u>\$ 451,656</u>	<u>\$ 73,999</u>	<u>19.59%</u>
YTD	<u>\$6,604,983</u>	<u>\$5,080,268</u>	<u>\$5,795,225</u>	<u>\$6,139,548</u>	<u>\$ 344,323</u>	<u>5.94%</u>

	<u>Original</u> <u>Budget</u> <u>2024-25</u>	<u>Actual</u> <u>2024-25</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 301,806	\$ 793,352	\$ 491,546	162.87%	\$ -
August	\$ 169,037	\$ 688,115	\$ 519,078	307.08%	\$ -
September	\$ 107,405	\$ 145,453	\$ 38,048	35.42%	\$ 6,997
October	\$ 417,778	\$ 79,259	\$ (338,519)	(81.03%)	\$ 21,916
November	\$ 679,078	\$ 209,619	\$ (469,459)	(69.13%)	\$ -
December	\$ 509,487	\$ 542,585	\$ 33,098	6.50%	\$ -
January	\$ 416,033	\$ 359,155	\$ (56,878)	(13.67%)	\$ -
February	\$ 325,869	\$ 195,739	\$ (130,130)	(39.93%)	\$ 17,342
March	\$ 575,078	\$ 747,418	\$ 172,340	29.97 %	\$ -
April	\$ 868,118	\$ 905,006	\$ 36,888	4.25%	\$ -
May	\$ 626,173	\$ 1,022,190	\$ 396,017	63.24%	\$ -
June	<u>\$ 379,138</u>	<u>\$ 451,656</u>	<u>\$ 72,518</u>	<u>19.13 %</u>	<u>\$ -</u>
YTD	<u>\$5,375,000</u>	<u>\$6,139,548</u>	<u>\$ 764,548</u>	<u>14.22%</u>	<u>\$ 46,256</u>

June 15, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – June 2025

Sales tax revenue was down \$118,921 or 4.68% compared to last June. In comparison to the budget projection for the month, sales tax was down \$68,101 or 2.73%. For the quarter, which is the true measurement period for how sales tax is performing, sales tax was down \$39,813 or (0.62%) compared to the same quarter last year. On a budget basis the quarterly sales tax was up \$276,801 or 4.53%. The year-to-date actual receipts are up \$254,591 or 1.02%, while the year-to-date receipts on a budget basis are up \$583,323 or 2.38%.

	<u>Actual 2021-22</u>	<u>Actual 2022-23</u>	<u>Actual 2023-24</u>	<u>Actual 2024-25</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,948,809	\$ 2,035,333	\$ 2,353,567	\$ 2,143,817	\$ (209,750)	(8.91%)	
August	\$ 1,888,806	\$ 2,008,482	\$ 2,186,214	\$ 2,158,407	\$ (27,807)	(1.27%)	
September	\$ 2,725,797	\$ 2,757,376	\$ 2,490,458	\$ 2,615,865	\$ 125,406	5.04%	(1.60%)
October	\$ 1,678,723	\$ 1,847,562	\$ 1,907,106	\$ 1,867,195	\$ (39,911)	(2.09%)	
November	\$ 1,643,509	\$ 1,818,188	\$ 1,904,366	\$ 1,893,395	\$ (10,971)	(0.58%)	
December	\$ 2,374,453	\$ 2,232,223	\$ 2,223,964	\$ 2,437,266	\$ 213,302	9.59%	2.69%
January	\$ 1,649,030	\$ 1,849,036	\$ 1,851,962	\$ 1,888,207	\$ 36,245	1.96%	
February	\$ 1,429,187	\$ 1,643,774	\$ 1,645,921	\$ 1,638,527	\$ (7,394)	(0.45%)	
March	\$ 2,253,672	\$ 2,041,305	\$ 1,899,459	\$ 2,114,743	\$ 215,284	11.33%	4.52%
April	\$ 2,064,386	\$ 1,888,370	\$ 1,908,041	\$ 1,970,112	\$ 62,071	3.25%	
May	\$ 2,023,137	\$ 1,835,982	\$ 1,970,375	\$ 1,987,411	\$ 17,036	0.86%	
June	<u>\$ 1,949,070</u>	<u>\$ 2,566,086</u>	<u>\$ 2,542,299</u>	<u>\$ 2,423,378</u>	<u>\$ (118,921)</u>	<u>(4.68%)</u>	<u>(0.62%)</u>
YTD	<u>\$23,628,579</u>	<u>\$ 24,614,716</u>	<u>\$ 24,883,732</u>	<u>\$ 25,138,323</u>	<u>\$ 254,591</u>	<u>1.02%</u>	

	<u>Original Budget 2024-25</u>	<u>Actual 2024-25</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 2,353,567	\$ 2,143,817	\$ (209,750)	(8.91%)	
August	\$ 2,186,214	\$ 2,158,407	\$ (27,807)	(1.27%)	
September	\$ 2,490,458	\$ 2,615,865	\$ 125,406	5.04%	(1.60%)
October	\$ 1,907,106	\$ 1,867,195	\$ (39,911)	(2.09%)	
November	\$ 1,904,366	\$ 1,893,395	\$ (10,971)	(0.58%)	
December	\$ 2,223,964	\$ 2,437,266	\$ 213,302	9.59%	2.69%
January	\$ 1,851,962	\$ 1,888,207	\$ 36,245	1.96%	
February	\$ 1,645,921	\$ 1,638,527	\$ (7,394)	(0.45%)	
March	\$ 1,887,341	\$ 2,114,743	\$ 227,402	12.05%	4.76%
April	\$ 1,831,719	\$ 1,970,112	\$ 138,393	7.56%	
May	\$ 1,780,903	\$ 1,987,411	\$ 206,508	11.60%	
June	<u>\$ 2,491,479</u>	<u>\$ 2,423,378</u>	<u>\$ (68,101)</u>	<u>(2.73%)</u>	<u>4.53%</u>
YTD	<u>\$ 24,555,000</u>	<u>\$ 25,138,323</u>	<u>\$ 583,323</u>	<u>2.38%</u>	

New York State sales tax distribution methodology: Monthly sales tax payments are prorated to all the jurisdictions using a percentage based on the collections from the prior year. It is important to note that most of the sales tax collections are received as monthly payments. It is not until when sales tax returns are filed in the months of March, June, September, and December that the monthly payment for each business is un-prorated and distributed per the return to the proper jurisdiction. This un-proration and re-distribution is the quarterly reconciliation process that results in how sales tax truly performed for the quarter.