

CITY OF WATERTOWN, NEW YORK
REVISED AGENDA
Monday, January 6, 2020

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, January 6, 2020, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Designating Depositories of City Funds for 2020
- Resolution No. 2 - Approving the Grant Disbursement Agreement with Empire State Development for the 10th Mountain Memorial Monument Grant

ORDINANCES

- Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$1,600,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay a Portion of the \$3,300,000 Estimated Maximum Cost of the Construction of a New Pool and Bathhouse at Thompson Park, in and for Said City

LOCAL LAW

PUBLIC HEARING

- 7:30 p.m. Proposed Local Law No. 1 of 2020 - A Local Law Imposing a Temporary Moratorium on the Issuance of Sign Permits for any Exterior/Digital/LED/Changeable Copy Sign or Billboard, of Whatever Size, in any of the City's Zoning Districts as Identified at Section 310-2(A) of the Code of the City of Watertown

OLD BUSINESS

STAFF REPORTS

1. Elected and Appointed Officials, NYS Retirement System, New Regulation Reporting Requirements
2. Added: Recommending a Local Law That Would Provide a Four Month Moratorium for the Sign Ordinance as it Pertains to Exterior/Digital/LED Billboard Signage
3. 31st Annual Local Government Conference

NEW BUSINESS

EXECUTIVE SESSION

1. To Discuss Collective Bargaining

WORK SESSION

Next Work Session is scheduled for Monday, January 13, 2020, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY,
JANUARY 21, 2020.**

Res No. 1

December 17, 2019

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Annual Designation of Bank Depositories

In accordance with City Charter section 30, City Council shall designate at its first meeting in each year the banks located in the City for the deposit of all City funds. Accordingly, a resolution has been prepared for City Council consideration which establishes the depositories for City funds for the period January 1, 2020 through December 31, 2020.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to be 'R. M. Finn', written over a vertical line.

RESOLUTION

Page 1 of 1

Designating Depositories of
City Funds for 2020

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

YEA	NAY

Introduced by

WHEREAS Section 30 of the City Charter requires the City Council to designate each year at its first meeting some incorporated bank or banks or trust company located in the City of Watertown for the deposit of all moneys belonging to the City,

NOW THEREFORE BE IT RESOLVED that the following banks be and they are hereby designated as depositories of the City of Watertown, New York, for the year beginning January 1, 2020 and ending December 31, 2020:

Community Bank, N.A.
 Key Bank
 WSB Municipal Bank

And,

BE IT FURTHER RESOLVED that Community Bank, N.A., Key Bank and WSB Municipal Bank each be required to either execute a bond, deliver to the City of Watertown, New York, approved collateral or to deposit at a mutually agreed upon depository approved collateral of a value up to TWENTY-FIVE MILLION DOLLARS (\$25,000,000).

Seconded by

Res No. 2

December 30, 2019

To: Richard M. Finn, City Manager

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

Subject: Approving the Grant Disbursement Agreement with Empire State Development for the 10th Mountain Memorial Monument Grant

Through the efforts of State Senator Patricia Ritchie, the City of Watertown has been awarded a \$50,000 Grant from Empire State Development (ESD) for improvements to the 10th Mountain Division Monument located in Thompson Park.

In 2014, the North Country Honors the Mountain Committee was successful in raising over \$500,000 in funding for the construction of the monument and related site work. The monument honors the soldiers and families of the 10th Mountain Division at Fort Drum. The North Country Honors the Mountain Committee requested the funding from Senator Ritchie to provide additional funds to repair, maintain and clean the granite and bronze monument, perform lighting repairs and installation, install landscaping, brick paver repairs and site amenities, as well as provide security enhancements and fund the overall maintenance, preservation and enhancement of the monument.

Other than the administration of the grant and the reimbursement of out-of-pocket expenses in the amount of \$423.56 to ESD related to the costs for conducting a public hearing that was held for the project, there is no match that is required from the City.

Planning Staff will be working with the North Country Honors the Mountain Committee to finalize the scope of the various project components and will then work with local suppliers and contractors to complete the project. Work is expected to start later this winter or early spring.

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

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

ACTION: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Approving the Grant Disbursement Agreement with Empire State Development for the 10th Mountain Memorial Monument Grant

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

Total

YEA	NAY

Introduced by

WHEREAS through the efforts of New York State Senator Patricia Ritchie, the City of Watertown has been awarded a \$50,000 Grant from Empire State Development (ESD) for improvements to the 10th Mountain Division Monument located in Thompson Park, and

WHEREAS the monument honors the soldiers and families of the 10th Mountain Division at Fort Drum and was constructed in 2015 and 2016 after the North Country Honors the Mountain Committee successfully raised over \$500,000 in funding for the project, and

WHEREAS the North Country Honors the Mountain Committee requested the grant funding from Senator Ritchie to provide additional funds to repair, maintain and clean the granite and bronze monument, perform lighting repairs and installation, install landscaping, brick paver repairs and site amenities, as well as provide security enhancements and fund the overall maintenance, preservation and enhancement of the monument, 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, and

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

Seconded by

CITY ENGINEERING DEPT.
RECEIVED

DEC 16 2019

WATERTOWN, NY

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" or "GRANTOR"):**

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

THE GRANTEE:

City of Watertown
245 Washington Street
Watertown New York 13601
Contact: Michael Lumbis, Planning Department
Phone: (315) 785-7734
E-mail: MLumbis@watertown-ny.gov
Federal Taxpayer ID#: 15-6000419

THE PROJECT:

City of Watertown – 10th Mountain Memorial Monument
Capital

PROJECT NUMBER:

AC345

GRANT AMOUNT:

\$50,000

FUNDING SOURCE:

Local Assistance – Base Retention 2017-18

ESD APPROVAL DATE:

September 19, 2019

PACB APPROVAL DATE:

October 16, 2019

EXPIRATION DATE:

December 31, 2022

SPONSORING OFFICIAL:

State Senator Patricia Ritchie

TERMS AND CONDITIONS

1. The Project

- (a) The project will occur as described in Exhibit A and the ESD Approval materials attached. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.
- (b) The Grantee will submit to ESD the report(s) as required in Exhibit B.
- (c) The Grantee will provide the consultant/contractor/vendor disclosure required by Exhibit C.

2. Project Budget and Use of Funds

The Grantee will perform the project in accordance with the overall project budget, which includes the Grant funds, set forth in Exhibit D to this Agreement. The Grant will be applied only to eligible expenses, which are separately identified.

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 F (Disbursement Terms), and the following conditions have been satisfied (and as to 3 (c) below continues to be satisfied prior to each disbursement):

- (a) If the Grant amount exceeds \$100,000, ESD has received an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit E.
- (b) Any necessary approval has been issued by the Director of Budget of the state of New York, and the Grant funds have been received by ESD.
- (c) There have been no materially adverse changes in the financial condition of the Grantee since the date of submission of its application to ESD.
- (d) The Grantee has completed, signed, had notarized, and delivered to ESD the Disclosure and Accountability Certification appearing as Exhibit J to this Agreement and the Corporation has, in its sole discretion, considered the disclosure, if any, made therein and determined to proceed in making the Grant.

4. Disbursement

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, in the manner as set forth in Exhibit F, the amount of eligible expenses actually incurred by the Grantee, upon presentation 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 G and its attachments.
- (b) The last ten percent (10%) of the Grant shall not be disbursed by ESD until all of the tasks and reports required under this Agreement have been completed to ESD's satisfaction.
- (c) In no event will ESD make any payment which would cause ESD's aggregate disbursements to exceed the Grant amount.

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 H to this Agreement.

6. No Liability of ESD

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

7. Responsibility Provisions

- (a) The Grantee shall at all times during the Agreement term remain responsible. The Grantee agrees, if requested by the President and Chief Executive Officer of ESD or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- (b) The President and Chief Executive Officer of ESD or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Grantee. In the event of such suspension, the Grantee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Grantee must comply with the terms of the suspension order. Activities under this Agreement may resume at such

time as the President and Chief Executive Officer of ESD or his or her designee issues a written notice authorizing a resumption of performance under this Agreement.

- (c) Upon written notice to the Grantee, and a reasonable opportunity to be heard with appropriate ESD officials or staff, this Agreement may be terminated by the President and Chief Executive Officer of ESD or his or her designee at the Grantee's expense where the Grantee is determined by the President and Chief Executive Officer of ESD or his or her designee to be non-responsible. In such event, the President and Chief Executive Officer of ESD or his or her designee may complete the requirements of this Agreement in any manner he or she deem advisable and pursue available legal or equitable remedies for breach.

8. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

- (a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.
- (c) It is duly organized, validly existing and in good standing under the laws of the State of its organization, has full power and authority to own its assets and to conduct the activities in which it is now engaged or proposed to be engaged and is duly qualified and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its 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. The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (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 that the information contained in the Application continues on the date hereof to be materially correct and complete.

- (g) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to ESD arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, 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 anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (i) The Grant shall be used solely for eligible expenses in accordance with the terms and conditions of this Agreement.
- (j) It is solely responsible and has sufficient funding for all Project costs in excess of the Grant.
- (k) No materials, if any, purchased with the Grant will be used for any purpose other than the Project.
- (l) The Grantee shall report in writing to ESD any grants, commitments or funds received by the Grantee from any source, governmental or non-governmental, in connection with the carrying out of the Project, other than the grant of funds received under this Agreement. No part of the Grant will be applied to any expenses paid or payable from any other funding source.
- (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) Any report or other product of the Grant, after approval of such product by ESD, shall contain the following acknowledgment:
- "Funding provided by a grant from
Empire State Development"
- (o) ESD may make reasonable use of any report or other product of the Grant upon notice to the Grantee.
- (p) 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.
- (q) 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 to the reasonable satisfaction of ESD and within the time frames established therefor 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) 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.
 - (v) 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 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 from ESD or, if the default cannot reasonably be 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.
- (c) Upon such termination of this Agreement, ESD shall withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If ESD determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, ESD may require repayment of those 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 (p) 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 (p) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 of this Agreement, and the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted on ESD's behalf.

14. Notices

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

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

Empire State Development

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

With a copy to:

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

City of Watertown

Name: Michael Lumbis
Title: Planning Department
Address: 245 Washington Street, Watertown New York 13601

Telephone Number: (315) 785-7734
E-Mail Address: MLumbis@watertow-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 first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- (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-1 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.

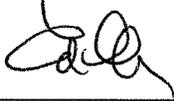
22. Waiver

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.

City of Watertown – 10th Mountain Memorial Monument Capital, Project #AC345

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the latest date written below:

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



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

1/4/20

(date)

GRANTEE: City of Watertown

(Signature)

(Printed name and title)

Date: _____

ESD GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Description
EXHIBIT A-1	ESD Approval Materials
EXHIBIT B	Report
EXHIBIT C	Consultant/Contractor/Vendor Disclosure Statement
EXHIBIT D	Project Budget
EXHIBIT E	Opinion of Counsel
EXHIBIT F	Disbursement Terms
EXHIBIT G	Payment Requisition Form
EXHIBIT G-1	Payment Requisition Cover Letter
EXHIBIT G-2 & G-2(A)	Project Cost Affidavit & Summary for ESD-Eligible Expenses
EXHIBIT H	Non-Discrimination and Contractor & Supplier Diversity – Requirements and Procedures
EXHIBIT H-1	M/WBE Participation / Equal Opportunity Policy Statement
EXHIBIT H-2	Staffing Plan
EXHIBIT H-3	Workforce Employment Utilization Report
EXHIBIT H-4	M/WBE Utilization Plan
EXHIBIT H-5	Waiver Request Form
EXHIBIT H-6	M/WBE Contractor Compliance and Payment Report

EXHIBITS, Cont.

EXHIBIT I

Special Provisions

EXHIBIT J

Disclosure and Accountability Certifications

EXHIBIT K

Additional Contract Language

EXHIBIT A: Project Description

City of Watertown – 10th Mountain Memorial Monument Capital, Project #AC345

TASKS and TIMELINE

Include detailed task descriptions. Include dates of completion for each task.

Task #	Task Description	Anticipated Time Schedule
1	Maintenance and Preservation of the 10 th Mountain Memorial Monument	July 2018 – December 2021
	Submit report with each payment request.	
	Project Completion Date	December 2021
	Submit Final Report	December 2021

EXHIBIT A-1: ESD Approval Materials

See Materials Attached

A. City of Watertown – 10th Mountain Memorial Monument Capital (AC345)

September 19, 2019

General Project Plan

- Grantee:** City of Watertown (“Watertown” or the “City”)
- ESD Investment:** A grant of up to \$50,000, to be used for a portion of the cost of maintenance and preservation of the 10th Mountain Memorial Monument
- Project Location:** 1 Thompson Park, Watertown, Jefferson County
- Proposed Project:** To support and strengthen the Fort Drum area communities by contributing to the maintenance and repair of the 10th Mountain Memorial Monument located in Thompson Park
- Project Type:** Capital, Base Retention
- Regional Council:** The North Country Regional Economic Development Council has been made aware of this item.

Background:

Industry – Municipality/Local Government

Organizational History – Incorporated in 1869, the City of Watertown is in Jefferson County and is located 70 miles north of Syracuse and 30 miles south of Ontario, Canada. The City is in the Lake Ontario-St. Lawrence River-1000 Islands region of Upstate NY. Today the city serves as the commercial and financial center for a large rural area. It is the closest major community for Fort Drum and the post’s large population. Since the city is located just 30 miles from the international boundary via the Thousand Islands Bridge, shopping by Canadian visitors is an important part of the local economy.

Size – The city population is 26,780.

ESD Involvement – A \$50,000 appropriation was included in the FY 2017-2018 New York State budget.

Past ESD Support – Funding for the past five years to the Grantee, totaling \$1,000,000 is summarized in the following chart:

City of Watertown – 10th Mountain Memorial Monument Capital (AC345)
September 19, 2019

Program	Project #	Amount	Date Start (ESD Directors' Approval date)	Date End (Project Completion: Contract Expiration)	Purpose
Regional Council Capital Fund – RC2	Y619	\$500,000	April 16, 2015	December 31, 2021	Capital Grant - Installation of a wastewater disinfection facility.
Court St. Commons Retore NY V	131,744	\$500,000	August 15, 2019	December 31, 2022	Capital Grant - Redevelopment of properties located at 138, 152-154, 170 Court St.

The Project:

Completion – December 2021

Activity – The City of Watertown 10th Mountain Memorial Monument Capital Project determined a need for the maintenance and preservation of the 10th Mountain Division Monument located in Thompson Park in the City of Watertown. In 2014, the North Country Honors the Mountain Committee was successful in raising over \$500,000 in funding for the construction of the monument and site. The monument honors the soldiers and families of the 10th Mountain Division at Fort Drum.

This grant will provide much needed funding to repair, maintain and clean the granite and bronze monument, perform lighting repairs and installation, install landscaping, brick paver repairs and site amenities as well as provide security enhancements and fund the overall maintenance, preservation and enhancement of the monument.

The scope of work will include repair, maintenance and cleaning of the granite and bronze monument, lighting repairs and installation, landscape installation and maintenance, brick paver repairs and installation, site amenity repairs and installation, security enhancements and overall maintenance, preservation and enhancement of the monument. This work will be contracted to local contractors. Specific contractors will be engaged after the award of the grant.

The City of Watertown may also perform certain maintenance or installation tasks associated with the project including lighting repairs and installation, site amenity repair

City of Watertown – 10th Mountain Memorial Monument Capital (AC345)

September 19, 2019

and landscape maintenance of the monument site including watering, mulching, and routine pruning of landscape plants and trees as recommended by the City’s Planning Department.

Results - The economic impact that the City expects to achieve will be in the form of both short term and long-term benefits. The benefits will be provided locally, as well as region wide. In the short-term, small contractors such as landscapers and material supply firms will benefit through increased contracting opportunities and the increased ability to provide materials and supplies related to the maintenance of the monument.

The 10th Mountain Division Monument is a symbol of the tremendous relationship that the City and region have with the Fort Drum military base. The long-term benefit of the project is that both current and former members of the United States Armed Forces, as well as civilian members of the public, will be afforded the opportunity to visit the well-maintained monument for years to come. The project will not directly create or retain any full-time employment positions; however, the project will provide local contractors opportunities to supply materials and perform needed work on the monument, thereby helping to maintain numerous jobs in the area.

Upon completion of the project, the Grantee will furnish a final report describing the impact and effectiveness of the project.

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.

Financing Uses	Amount	Financing Sources	Amount	Percent
Excavation of existing pavement and stonework	\$10,000	ESD Grant	\$50,000	100%
Purchase of Light Fixtures and Vandal Proof Grates	\$15,000			
Landscape Maintenance	\$5,000			
Concrete Paver Installation	\$5,000			
Repair, Maintenance and Cleaning of the Monument	\$5,000			
Site Amentity Repairs and Installation	\$5,000			
Security Enhancements	\$5,000			
Total Project Costs	\$50,000	Total Project Financing	\$50,000	100%

City of Watertown – 10th Mountain Memorial Monument Capital (AC345)

September 19, 2019

Grantee Contact - Michael DeMarco, Planner
245 Washington Street
Watertown New York 13601
Phone: (315) 785-7884
E-mail: mdemarco@watertow-ny.gov

Project Team - Project Management Meghan Ferrelli
Contractor & Supplier Diversity Danah Alexander
Environmental Soo Kang

Financial Terms and Conditions:

1. Upon execution of the grant disbursement agreement, the Grantee shall reimburse ESD all out-of-pocket expenses incurred in connection with the project.
2. The Grantee will be obligated to advise ESD of any materially adverse changes in its financial condition prior to disbursement.
3. Up to \$50,000 will be disbursed to Grantee, no more frequently than quarterly, upon documentation of eligible working capital expenses, 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. All project expenditures must have been incurred on or after April 1, 2017. The final ten percent (10%) of the Grant shall not be disbursed by ESD until all of the tasks and reports required have been completed to ESD's satisfaction.
4. ESD may reallocate the project funds to another form of assistance, at an amount no greater than \$50,000, for this project if ESD determines that the reallocation of the assistance would better serve the needs of the Grantee 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 ESD's Chief Executive Officer.

Non-Discrimination and contractor & Supplier Diversity:

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

Statutory Basis – Local Assistance:

The funding was authorized in the 2017-2018 New York State budget and reappropriated in the

City of Watertown – 10th Mountain Memorial Monument Capital (AC345)

September 19, 2019

2018-2019 and 2019-2020 New York State budgets. No residential relocation is required as there are no families or individuals residing on the site.

Disclosure and Accountability Certifications:

The Grantee has provided ESD with the required Disclosure and Accountability Certifications. Grantee's certifications [indicate that Grantee has no conflict of interest or good standing violations and, therefore, staff recommends that the Corporation authorize the grant to the Grantee as described in these materials.

EXHIBIT B: Report

City of Watertown – 10th Mountain Memorial Monument Capital, Project #AC345

Interim reports for this project are required to be submitted:

Quarterly

All projects must submit a Final Report. This Final Report, which outlines the project's goals, implementation, results and challenges, is subject to review and comment by ESD. The last disbursement of Grant funds, pursuant to Exhibit F of this Agreement, will not be made until the Final Report is approved by ESD.

If applicable, the draft final work product must be submitted for ESD review as per Exhibit A. The work product does not take the place of the Final Report.

Date of report: _____ Type of report: (*circle one*) Interim (#____) Final

If Final Report: Amount of Grant: \$50,000 Total Program Cost: \$ _____

Project start date: _____ Project completion date: _____

Attach additional pages to answer the following questions:

- I. Describe the goals of the project.
- II. Describe the steps implemented to achieve those goals (to date).
- III. Describe specific results of the Project (to date).
- IV. Evaluate the Project's overall effectiveness (to date).
- V. Describe any challenges or unexpected events that arose in implementing the Project (to date).
- VI. We would appreciate feedback regarding this ESD program. Please comment on any interactions you had with ESD before applying for funds, on the application and project approval process, on the payment reimbursement process, or on any other interactions with ESD related to the project. You may submit the answer with your report or under separate cover to:

Grace Padmore
ESD
Loans & Grants Department Administrator
633 Third Avenue
New York, NY 10017

EXHIBIT C: Consultant/Contractor/Vendor Disclosure Statement

City of Watertown – 10th Mountain Memorial Monument Capital, Project #AC345

Grantee must complete this form for each consultant, contractor or vendor it uses whose fee amounts to at least 10% of the total grant or \$500, whichever is less.

Grantee must attach a contract for any consultant(s) and contractor(s) used.

I, _____, am the _____ of _____ (the "Grantee"), an entity that is duly organized and validly existing under the laws of the State of New York.

I attest that
(Consultant/Contractor/Vendor) _____ was chosen as a consultant/contractor/vendor on Project #AC345 by the Grantee to *(Describe Services.*

_____. No 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 in the consultant/contractor/vendor as defined by Section 8(m)(iii) of this agreement.

I attest that *(Consultant/Contractor/Vendor)* _____ was chosen for its services/ products through a process of *(Describe method of selection, including efforts to involve Minority and/or Women-owned Business Enterprises, as defined in Exhibit H, and a description of any relationship between the grantee and the Consultant/Contractor/Vendor.)*

Signature: _____ Print Name: _____

Title: _____ Date: _____

EXHIBIT D: Project Budget

City of Watertown – 10th Mountain Memorial Monument Capital, Project #AC345

USES	ESD Eligible Expenses	TOTAL
Excavation of Existing Pavement and Stonework	\$10,000	\$10,000
Purchase of Light Fixtures and Vandal Proof Grates	\$15,000	15,000
Landscape Maintenance	\$5,000	5,000
Concrete Paver Installation	\$5,000	5,000
Repair, Maintenance, and Cleaning of the Monument	\$5,000	5,000
Site Amenity Repairs and Installation	\$5,000	5,000
Security Enhancements	\$5,000	5,000
Total Project Cost:	\$50,000	\$50,000

EXHIBIT E: Opinion of Counsel

Intentionally Deleted

EXHIBIT F: Disbursement Terms

City of Watertown – 10th Mountain Memorial Monument Capital, Project #AC345

Subject to the terms and conditions contained in this Agreement and receipt of the fees as set forth below, ESD shall disburse the Grant to the Grantee as follows:

Fees due:
Reimbursement for out-of-pocket expenses \$423.56

ESD shall reimburse the Grantee, no more frequently than quarterly, Eligible Expenses (as set forth and in accordance with the budget in Exhibit D) actually incurred by the Grantee, in compliance with Exhibit A-1 and upon presentation 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 G and its attachments. As stated in Section 4, paragraph (b) of this Agreement, the final ten percent (10%) of the Grant shall not be disbursed by ESD until all of the tasks and reports required have been completed to ESD's satisfaction.

*Supporting documentation must include copies of invoices as well as proof of payment (e.g. cancelled checks (both sides), bank statements, paid credit card statements, or other proof of payment).

ESD reserves the right to require additional documentation to support payment requisitions.

Wire Transfer Information:

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

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

Bank Name: _____

ABA #: _____

Account Name: _____

Account #: _____

EXHIBIT G: Payment Requisition Form

City of Watertown – 10th Mountain Memorial Monument Capital, Project #AC345 (Attn: Meghan Ferrelli)

Payment Request # _____, for \$ _____ for work completed between _____ and _____, for Task(s) # _____

Note to Grantee: **Do not re-type this form.** Fill in only the version included in the executed GDA. ESD funds may be applied by Grantee in payment or reimbursement of the following costs:

THIS REQUEST

USES	A: ESD SHARE	ESD APPROVED REVISIONS	C: THIS REQUEST	D: TOTAL REQUESTED TO DATE	E: A-C-D BALANCE
Excavation of Existing Pavement and Stonework	\$10,000				
Purchase of Light Fixtures and Vandal Proof Grates	15,000				
Landscape Maintenance	5,000				
Concrete Paver Installation	5,000				
Repair, Maintenance, and Cleaning of the Monument	5,000				
Site Amenity Repairs and Installation	5,000				
Security Enhancements	5,000				
TOTAL	\$50,000				
(10% Retainage)	(5,000)				
AVAILABLE	\$45,000				

FUNDING STATUS

1	Total Project Cost per Exhibit D	\$50,000
2	Total Eligible Expenses Incurred to Date (including this request)	
3	Balance to be Expended (Line 1 minus Line 2)	

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.
- 2) I have the authority to submit this invoice on behalf of City of Watertown. The tasks have been completed in the manner outlined in the Agreement.
- 3) The disclosures made to ESD by Grantee on Grantee's Disclosure and Accountability Certifications continue to be complete and correct, except as may otherwise have been subsequently disclosed to ESD in writing.
- 4) I hereby attach the following documents for ESD approval, in support of this requisition:
 - Quarterly Report due with each payment request
 - Final report indicating project completion date and what was accomplished with grant funds (Exhibit B)
 - Consultant/Contractor/Vendor Disclosure Statement (Exhibit C) including contracts as applicable
 - Project Cost Documentation (Exhibit G-2 & G-2(A)) – Invoices/receipts for Eligible Expense goods/services with Back-up Summary and Project Cost Affidavit/Project Cost Summary
 - Exhibit H-2: Staffing Plan
 - Exhibit H-3: Workforce Employment Utilization Report

EXHIBIT G: Payment Requisition Form, Cont.

- Exhibit H-4: M/WBE Utilization Plan
- Exhibit H-5: Waiver Request Form
- Exhibit H-6: M/WBE Contractor Compliance and Payment Report
- Disclosure & Accountability Certifications (Exhibit J; required only if there is a change to that previously submitted)
- A copy of all current policies of insurance (or certificates thereof) in full compliance with the terms and conditions of Section 12 of the Agreement (for project activity locations only)
- Other: _____

- 5) 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.
- 6) 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.
- 7) Representations, Warranties and Covenants made in Section 8 of the Agreement are still true, complete and accurate, unless waived in Exhibit I of the Agreement.

Signature: _____ Date: _____

Print Name: _____ Title: _____

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

Thank you.

EXHIBIT G-1: Payment Requisition Cover Letter

****ON GRANTEE'S LETTERHEAD****

Date _____

Meghan Ferrelli
Hedley Park Place
433 River Street – Suite 1003
Troy, New York 12180

RE: City of Watertown – 10th Mountain Memorial Monument Capital, Project #AC345

Dear Meghan Ferrelli:

Enclosed please find our request for payment/reimbursement. The package includes the following:

1. Completed Exhibit B: Quarterly or Final Report
2. Completed Exhibit C: Consultant/Contractor/Vendor Disclosure Statement including contracts as applicable
3. Completed Exhibit G: Payment Requisition Form
4. Project Cost Documentation – Completed Exhibits G-2 & G-2(A) – Payment Requisition Back-up Summary, including supporting documentation and Project Cost Affidavit/Project Cost Summary
5. Office of Contractor and Supplier Diversity completed forms, as applicable
6. Completed Exhibit J: Disclosure & Accountability Certifications form (required only if there is a change to that previously submitted)
7. Copies of all insurance policies (or certificates thereof) for the required insurance coverages as stated in Section 12 of the GDA (unless previously submitted and current).

If any further information is needed, please give me a call at (____)_____.

Signature

Print Name _____

Title _____

Enclosures

Exhibit G-2(A): DOCUMENTATION OF PROJECT COSTS

Project Cost Summary for ESD-Eligible Costs Reimbursed by ESD totaling \$50,000
[Invoices and proof of payment must be included for this amount or greater amount]

City of Watertown – 10th Mountain Memorial Monument Capital, Project #AC345

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

PREPARED BY: _____ DATE: _____

* Items shall be numbered 1, 2, 3, etc. Also indicate the corresponding item number clearly on any supporting documentation such as cancelled checks, bank statements and invoices. If construction is being documented with AIA forms, please be sure that all applicable sections are completed, signed & notarized.

EXHIBIT H: 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, based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Recipient should reference the directory of New York State Certified MWBEs found at the following internet address:

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

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

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

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

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 H-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 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.

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

C. EXHIBIT H-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 H-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 H-4) either prior to, or at the time of, the execution of the Contract.
- B. Recipient agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Exhibit.
- C. Recipient further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a

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

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 H-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 H-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.
- 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

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

event the liquidated damages or Recapture shall be payable if Director renders a decision in favor of the ESD.



EXHIBIT H-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 _____.

M/WBE PARTICIPATION (M/WBE)

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

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

EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color,



EXHIBIT H-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

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) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed on this ___ day of _____, 20__.

By: _____

(SIGNATURE)

Print Name: _____

Title: _____

Minority Business Enterprise Liaison

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

M/WBE Contract Goals

30 % Minority and Women's Business Enterprise Participation

EEO Contract Goals

N/A % Minority Labor Force Participation

N/A % Female Labor Force Participation

(Authorized Representative)

Print Name: _____

Title: _____

Date: _____



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

Submit with Bid or Proposal – Instructions on page 2

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

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

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

PREPARED BY (Signature): _____	NAME: TITLE: DATE:	TELEPHONE: ALTERNATE: EMAIL:
--	---	---

Submit completed with bid or proposal

General Instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/F) for the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated by project, the Offeror must provide a separate staffing plan for each project.



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

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

Instructions:

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

RACE/ETHNIC IDENTIFICATION:

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

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

OTHER CATEGORIES:

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



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

Submit the above completed form to:

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

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

Instructions for completing:

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



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

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

Federal Employer Identification No. (FEIN):

Offeror's Name:

Region/Location of Work:

Offeror's Address:

Solicitation No.:

City, State, Zip Code:

Project No.:

Telephone No.:

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

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



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

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

PREPARED BY (Signature): _____ DATE: _____

Preparer's Name (Print or Type): _____

Preparer's Title: _____

Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

TELEPHONE NO.:	EMAIL ADDRESS:
** FOR OCSD-M/WBE USE ONLY **	
REVIEWED BY:	DATE:
<p>UTILIZATION PLAN APPROVED?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>Contract No.: _____</p> <p>Project No. (if applicable): _____</p> <p>Contract Award Date: _____</p> <p>Estimated Date of Completion: _____</p> <p>Amount Obligated Under the Contract: _____</p> <p>Description of Work: _____</p> <p>NOTICE OF DEFICIENCY ISSUED?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO Date of Issue: _____</p> <p>NOTICE OF ACCEPTANCE ISSUED?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO Date of Issue: _____</p>	



EXHIBIT H-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: %

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".

Contractor is requesting a:

- 1. MBE Waiver - A waiver of the MBE Goal for this procurement is requested.
2. WBE Waiver - A waiver of the WBE Goal for this procurement is requested.
3. 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:

PREPARED BY (Signature): Date:

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.

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
Office of Contractor and Supplier Diversity
633 Third Avenue, 33rd Floor

***** FOR M/WBE USE ONLY *****

REVIEWED BY:

DATE:



Empire State
Development

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

<p>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 H-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 H-6 OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT**

PROJECT SPONSOR/DEVELOPER

(or "REPORTING COMPANY"):

FEDERAL EIN #:

ESD/OCSD REPRESENTATIVE:

PROJECT NAME:

ADDRESS:

TOWN/COUNTY/ZIP:

CONTACT PERSON:

TELEPHONE:

EMAIL:

PROJECT #:

PROJECT START DATE:

PERCENT COMPLETE:

ACTUAL COMPLETION DATE:

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

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

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

SIGNATURE: _____

DATE: _____

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

SUBMIT REPORT TO: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
EMPIRE STATE DEVELOPMENT
633 THIRD AVENUE, 33rd FLOOR
NEW YORK, NY 10017

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

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

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

EXHIBIT I: Special Provisions

In the event of any conflict between Exhibit A-1 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.

Exhibit J: DISCLOSURE & ACCOUNTABILITY CERTIFICATIONS

See Certification Form Attached

EXHIBIT K: Additional Contract Language

Intentionally Deleted

Ord No. 1

December 31, 2019

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Bond Ordinance – Thompson Park Pool and Bath House

At the request of Mayor Smith, a bond ordinance has been prepared for the Thompson Park Pool and Bathhouse project which alters the funding of the project to the following as opposed to the current financing plan of the NYS grant and the balance being all fund balance.

Debt	\$1,600,000
Fund Balance	1,500,000
NYS grant	<u>200,000</u>
Total estimated project cost	<u>\$3,300,000</u>

A summary of the estimated project costs are as follows:

General Construction - Con Tech		
Base bid	\$ 2,130,631	
Alternate #1	<u>8,009</u>	\$ 2,138,640
Heating & Ventilation- Hyde-Stone		
Base bid	84,240	
Alternate #1	<u>18,506</u>	102,746
Plumbing – Tmachanical		151,000
Electrical - Ridley Electrical		149,800
Design - C&S Engineers and other miscellaneous costs		244,750
Construction Inspection (estimate)		157,000
Demolition – D.E.W. Builders and other miscellaneous costs		124,772
Bonding fees and contingency		<u>231,292</u>
Total		<u>\$ 3,300,000</u>

Actual costs incurred to date are as follows:

General Construction - Con Tech	\$641,663
Heating & Ventilation- Hyde-Stone	2,280
Design and construction inspection - C&S Engineers and other misc. costs	309,563
Demolition – D.E.W. Builders and other miscellaneous costs	114,394
Bonding fees and contingency	<u>95</u>
Total	<u>\$ 1,067,995</u>

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to be 'R. K. ...', is written over the text 'City Manager recommends approval.'

ORDINANCE

Page 1 of 6

An Ordinance Authorizing the Issuance of \$1,600,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay a Portion of the \$3,300,000 Estimated Maximum Cost of the Construction of a New Pool and Bathhouse at Thompson Park, in and for Said City

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

YEA	NAY

Introduced by

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on January 6, 2020, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by _____, who moved its adoption, seconded by _____, to wit:

BOND ORDINANCE DATED JANUARY 6, 2020.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

ORDINANCE

Page 2 of 6

An Ordinance Authorizing the Issuance of \$1,600,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay a Portion of the \$3,300,000 Estimated Maximum Cost of the Construction of a New Pool and Bathhouse at Thompson Park, in and for Said City

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

YEA	NAY

Section 1. For paying a portion of the cost of the construction of a new pool and bathhouse at Thompson Park Pool, a class of objects or purposes, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$1,600,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$3,300,000 and that the plan for the financing thereof is by (i) \$1,500,000 of available funds on hand, (ii) \$200,000 of grants from New York State, and (iii) the issuance of \$1,600,000 bonds of said City authorized to be issued pursuant to this bond ordinance.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty years, pursuant to subdivision ninety-two of paragraph a of Section 11.00 of the Local Finance Law, as each item of said class has a period of probable usefulness of at least twenty years under subdivisions eleven or sixty-one.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Watertown, Jefferson County, New York, by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the City Clerk.

ORDINANCE

Page 3 of 6

An Ordinance Authorizing the Issuance of \$1,600,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay a Portion of the \$3,300,000 Estimated Maximum Cost of the Construction of a New Pool and Bathhouse at Thompson Park, in and for Said City

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

YEA	NAY

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the City, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Comptroller. Such notes shall be of such terms, form and contents as may be prescribed by said City Comptroller consistent with the provisions of the Local Finance Law.

Section 9. The City Comptroller is hereby further authorized, at his or her sole discretion, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this resolution is to give the City Comptroller sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of the City Comptroller.

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds,

ORDINANCE

Page 4 of 6

An Ordinance Authorizing the Issuance of \$1,600,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay a Portion of the \$3,300,000 Estimated Maximum Cost of the Construction of a New Pool and Bathhouse at Thompson Park, in and for Said City

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Total

Table with 2 columns: YEA, NAY. It is an empty grid for recording votes.

appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of its City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

Section 12. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 13. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 14. This ordinance, which takes effect immediately, shall be published in summary in the Watertown Daily Times the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

ORDINANCE

Page 5 of 6

An Ordinance Authorizing the Issuance of \$1,600,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay a Portion of the \$3,300,000 Estimated Maximum Cost of the Construction of a New Pool and Bathhouse at Thompson Park, in and for Said City

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Mayor SMITH, Jeffrey M.
Total

Table with 2 columns: YEA, NAY. 6 rows for council members and 1 row for Total.

Unanimous consent moved by _____, seconded by _____, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

VOTING _____
VOTING _____
VOTING _____
VOTING _____
VOTING _____

The ordinance was thereupon declared duly adopted.

* * * * *

APPROVED BY THE MAYOR

_____, 2020.
Mayor

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

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on January 6, 2020, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

ORDINANCE

Page 6 of 6

An Ordinance Authorizing the Issuance of \$1,600,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay a Portion of the \$3,300,000 Estimated Maximum Cost of the Construction of a New Pool and Bathhouse at Thompson Park, in and for Said City

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 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media Date given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice Date of Posting

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on January ___, 2020.

City Clerk
(CORPORATE SEAL)

Seconded by

Public Hearing – 7:30 p.m.

January 2, 2020

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Imposing a Temporary Moratorium on the Issuance of Sign Permits for any Exterior/Digital/LED/Changeable Copy Sign or Billboard

At the December 16, 2019 Meeting, City Council scheduled a public hearing for January 6, 2020, on the Proposed Local Law No. 1 of 2020 which, if adopted, would impose a moratorium on the issuance of permits and/or consideration of variances before the Zoning Board of Appeals on any applications to construct, erect, or install digital/LED/electronic signage, also known as Electronic Message Center (EMC). The moratorium would be imposed for an initial period of six months, with the opportunity to extend the moratorium for an additional six months upon resolution of the City Council.

The moratorium was requested by City Staff based on a recent denial of a sign permit that requested permission to convert two existing non-conforming billboard signs in the downtown to new digital signs. During the review process, it became clear that the City's existing Sign Ordinance does not address the new digital signs and that the City's current Sign Ordinance required upgrading and amendment. The original request for the downtown digital billboard signs was denied by the City's Code Enforcement Officer on November 1, 2019. Under State law, the applicant could have challenged the City's decision to deny the sign request within 60 days of the City's decision to deny the application. This would have allowed the applicant until January 1, 2020 to request that the City's decision to deny the application be appealed to the Zoning Board of Appeals.

Since the appeal deadline was not met, the original sign application submitted to convert the existing two non-conforming signs can no longer be processed. The only exception to this is if the existing City Sign Ordinance is amended through the establishment of written standards that would create a permitted use for LED/Digital signs. If this takes place, the applicant could then be allowed to submit a new sign permit request.

The intent of the moratorium is to allow the City Council to address the new technology, on a City-wide basis, and determine if, and/or under what circumstances, certain signage should be permitted and/or regulated under the Zoning Law.

The purpose of the public hearing is to hear public comments on the proposed moratorium. Once a revised sign ordinance is drafted, additional public hearings will be scheduled to hear comments on any proposed changes.

Any Local Law attempting to impose a moratorium is required to be reviewed by the County Planning Board under §239-m of the General Municipal Law. The proposal was referred to the County Planning Board for consideration. However, the December 17, 2019 meeting was cancelled, and therefore, the City Council is free to make its final decision on the proposal.

Once the public hearing has been held, Council may vote on the attached Local Law.

LOCAL LAW

Page 1 of 5

A Local Law Imposing a Temporary Moratorium on the Issuance of Sign Permits for any Exterior/Digital/LED/Changeable Copy Sign or Billboard, of Whatever Size, in any of the City’s Zoning Districts as Identified at Section 310-2(A) of the Code of the City of Watertown

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

Total

YEA	NAY

Introduced by

Council Member Sarah V. Compo

A Local Law imposing a temporary moratorium on the issuance of sign permits for any exterior/digital/LED/changeable copy sign or billboard, also known as Electronic Message Center (EMC), of whatever size, in any of the City’s Zoning Districts as identified at Section 310-2(A) of the Code of the City of Watertown.

WHEREAS the City Council recognizes that recent technology has revolutionized the sign and billboard industry, making digital/LED/computer-generated images readily changeable for a wide variety of advertising on the same signage space. This revolutionary technology presents many advertising benefits, yet also presents issues where changeable copy or moving pictures can be distracting to drivers, bothersome to persons living nearby, and generally, can create a public nuisance. Such computer-generated signs and billboards are not always visually compatible with their surroundings. In some instances, they can detract from the historical nature of their surroundings. Accordingly, the City Council of the City of Watertown deems it to be in the public interest to stop and temporarily suspend the processing of applications for, and the issuance of any permits and/or approval for, certain types of energized signage, in any of the City’s Zoning District classifications, until such time as the City’s comprehensive plan can be formally adopted by the Watertown City Council and zoning regulations pertaining to such signage can be evaluated and/or adopted by changes to the City’s Zoning Ordinance. Accordingly, the City Council has determined to impose a moratorium on the processing of applications for, and the issuance of any permits and/or approvals for what is generally to be described as computer-generated changeable copy signs, of any nature and of any size, to include billboard signs, in any of the City’s Zoning District classifications, for a period of ~~*one year~~ **six (6) months** from the effective date of this Local Law to provide adequate time for the City Council to analyze and determine potential appropriate revisions and amendments to the City of Watertown’s Zoning Ordinance concerning their use. Provision is made in this Local Law to allow for the extension of the ~~*one year~~ **six (6) month** moratorium if necessary, and

LOCAL LAW

Page 2 of 5

A Local Law Imposing a Temporary Moratorium on the Issuance of Sign Permits for any Exterior/Digital/LED/Changeable Copy Sign or Billboard, of Whatever Size, in any of the City's Zoning Districts as Identified at Section 310-2(A) of the Code of the City of Watertown

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Mayor BUTLER, Jr., Joseph M.
Total

Table with 2 columns: YEA, NAY. It contains a grid for recording votes from council members.

WHEREAS the City Council of the City of Watertown hereby finds that, without a temporary halt on the processing, permitting and approvals for changeable copy signage in the City's several Zoning Districts, there is potential that such uses could be located in areas which can cause disruptions in motor vehicle traffic, be distracting to vehicle operators and/or pedestrians, and/or can be disruptive to persons residing nearby. The potential for unsuitable types of signs or unsuitable locations which might materially affect the City's historical downtown streetscape may have particular adverse impacts on the City and its residents, and

WHEREAS the City Council also finds that it is in need of time to perform the necessary analysis of the potential types of signs which should be located in each zoning classification established by the Code of the City of Watertown, and that by maintaining the status quo by temporarily prohibiting the issuance of permits or the processing of applications for approvals for certain signs, the City Council can provide for the planned orderly growth and development of the City, and

WHEREAS a public hearing was conducted in connection with this Local Law on January 6, 2020, after due notice and publication thereof,

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown, New York that for a period of time of six (6) months following the effective date of the adoption of this Local Law, the City Council, the City's Planning Board, the City Zoning Board of Appeals and the City's Zoning Officer shall not permit, accept, process, interpret, deliberate upon, decide, deny, or make any determination for any applications for electronic/digitally created/changeable copy signs, including but not limited to scrolling signs, picture signs, of any size or shape, including billboards which contain digitally-created images; changeable copy; or LED display functions in any of the zoning classifications established by Section 310-2(A) of the Code of the City of Watertown, and

BE IT FURTHER ENACTED this moratorium shall apply to all currently pending and future applications, and

BE IT FURTHER ENACTED the terms "changeable copy sign," "digitally created and/or digital display sign," and "electronic changeable sign" shall be broadly construed to include any signage designed to generate photographic images, movies, scrolling type, changing image or any other type of lighted signage which is used to advertise any business or point of view, and

LOCAL LAW

Page 3 of 5

A Local Law Imposing a Temporary Moratorium on the Issuance of Sign Permits for any Exterior/Digital/LED/Changeable Copy Sign or Billboard, of Whatever Size, in any of the City's Zoning Districts as Identified at Section 310-2(A) of the Code of the City of Watertown

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- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER ENACTED this Local Law shall be binding on the City Council, Planning Board, Zoning Board of Appeals, Zoning Officer, Codes Enforcement Officer, and all City officials and employees, and any applicant or real property owner in the City desiring to apply for or receive a permit or approval for such signage in the City of Watertown's several zoning classifications, and

BE IT FURTHER ENACTED that during the period of the moratorium, the City Council shall endeavor to complete all reasonable and necessary review, study, analysis and, if warranted, revisions to the City of Watertown Zoning Ordinance concerning such signage. During the period of the moratorium, no applications will be accepted, nor permits or approvals issued, which would authorize such signage within the City of Watertown, and

BE IT FURTHER ENACTED that this moratorium shall be in effect for a period of six (6) months from its effective date. This Local Law shall be subject to renewal for a cumulative period of up to an additional six (6) months, if necessary, by Resolution(s) of the City Council, and

BE IT FURTHER ENACTED that, to the extent that any law, ordinance, rule or regulation, or parts of any laws, ordinance, rules or regulations of the City of Watertown are in conflict with any provision of this Local Law, concerning special use permits, site plans, building permits and procedure and requirements, this Local Law shall control and supersede such laws, ordinances, rules or regulations, and

BE IT FURTHER ENACTED that, should any owner of property affected by this Local Law suffer any extraordinary hardship in carrying out the strict letter of this Local Law, then the owner of the said property may apply to the City Council of the City of Watertown in writing for a variance from strict compliance with this Local Law upon submission of evidence of such extraordinary hardship. For the purposes of this Local Law, extraordinary hardship shall not be the mere delay in being permitted to make an application or waiting for a decision on the application for a sign permit, or other permit, during the period imposed by the moratorium imposed by this Local Law, and

LOCAL LAW

Page 4 of 5

A Local Law Imposing a Temporary Moratorium on the Issuance of Sign Permits for any Exterior/Digital/LED/Changeable Copy Sign or Billboard, of Whatever Size, in any of the City's Zoning Districts as Identified at Section 310-2(A) of the Code of the City of Watertown

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Total

Table with 2 columns: YEA, NAY. It is an empty grid for recording votes.

BE IT FURTHER ENACTED that a request for a variance based upon extraordinary hardship shall be filed with the City Clerk, including a fee of \$350.00 to cover processing and advertising costs by the landowner, or the applicant with consent of the landowner. The request shall provide a recitation of the specific facts that are alleged to support the claim of extraordinary hardship, and shall contain such other information as the City Manager or his designee shall prescribe as necessary for the City Council to be fully informed with respect to the application, and

BE IT FURTHER ENACTED that, upon submission of the aforementioned written application to the City Clerk, the City Council shall, within thirty (30) days of receipt of said application, schedule a public hearing to consider whether an extraordinary hardship is present. A public hearing on any request for an exception for extraordinary hardship shall be held by the City Council at the first regular meeting of the City Council occurring after the expiration of the publication of notice of the request for a waiver. The notice shall be advertised in the City's designated newspaper at least ten (10) days prior to the date of the public hearing. Notice shall also be given, by regular mail, to abutting property owners at the addresses on the tax rolls, and

BE IT FURTHER ENACTED that, at said public hearing, the property owner and any other parties wishing to present evidence with regard to the application shall have an opportunity to be heard, and the City Council shall, within fifteen (15) days of the close of said Public Hearing, render its decision, either granting or denying the application for variation from the strict requirements of this Local Law, and

BE IT FURTHER ENACTED that, if the City Council determines that a property owner will suffer extraordinary hardship if this Local Law is strictly applied to a particular property, then the City Council shall vary strict compliance with this Local Law to the minimum extent necessary to provide the property owner relief from strict compliance with the Local Law, and

BE IT FURTHER ENACTED that any person, firm or corporation that shall establish, place alter, enlarge or erect or modify any sign or billboard on any structure or freestanding, in violation of the provisions of this Local Law or shall otherwise violate any of the provisions of this Local Law shall be subject to:

Injunctive relief in favor of the City of Watertown to cease any and all such actions which conflict with this Local Law and, if necessary, to remove any

LOCAL LAW

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A Local Law Imposing a Temporary Moratorium on the Issuance of Sign Permits for any Exterior/Digital/LED/Changeable Copy Sign or Billboard, of Whatever Size, in any of the City's Zoning Districts as Identified at Section 310-2(A) of the Code of the City of Watertown

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 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

construction which may have taken place in violation of this Local Law, and

BE IT FURTHER ENACTED that if any clause, sentence, paragraph, section or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall be confined in its operation to the clause, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered, and the remaining provisions shall remain in full force and effect, and

BE IT FURTHER ENACTED that it has been determined this is a Type II Action under the State Environmental Quality Review and therefore not subject to further environmental review, and

BE IT FURTHER ENACTED that this Local Law has been referred to the County Planning Board in accordance with the General Municipal Law §239-m [7] and the City Council has received and reviewed the findings and recommendation of the Jefferson County Planning Department, and

BE IT FURTHER ENACTED that this Local Law shall take effect immediately upon its filing with the Secretary of State in accordance with New York Municipal Home Rule Law.

Seconded by Mayor Joseph M. Butler, Jr.

Motion was made by Council Member Sarah V. Compo to amend the foregoing local law to replace the words “one year” with “six (6) months” in the second paragraph. Motion was seconded by Mayor Joseph M. Butler, Jr. and carried with all voting in favor thereof.

December 24, 2019

To: The Honorable Mayor and City Council

From: Ann M. Saunders, City Clerk

Subject: Elected and Appointed Officials, NYS Retirement System,
New Regulation Reporting Requirements

In August 2009, the NYS Retirement System adopted new regulations for the establishment of a standard work day and the reporting of days worked for officials who are elected or appointed to a new or subsequent term of office. This requirement affects the members of City Council who are sworn into a new term of office, and are also members of the NYS Retirement System.

The affected members of City Council must prepare a record of work-related activities (ROA) for three (3) consecutive months at the start of a new term or appointment. To ensure three (3) full months of active working days are reflected on the ROA, the period of the ROA may be extended by the amount of time used for vacations, illness, holidays or other reasons not worked during the three-month period. These records must be signed and their accuracy attested to by the elected official, and it should be submitted to the City Clerk within 30 days of completion but no later than June 29, 2020.

The record of activity will be presented to City Council to determine if the activities are official duties of the position. If not, Council may exclude the activity and time from the calculations of the average number of days worked per month. Once the activities are approved, City Council will need to adopt a resolution that includes the title and the standard work day for each of its members. The resolution must also:

- Identify the term of office and expiration for each elected official;
- Attest that each official has submitted a sample three-month log or time sheets of actual time worked; and
- Specify the number of days per month to be reported for each official based on his or her log.

Once adopted, the resolution must be posted on the City's website for at least 30 days, and an affidavit of the posting and a copy of the resolution must be filed by the City Clerk with the Office of the State Comptroller within 15 days after the posting period ended.

Attached for your review are examples of work-related and non-work related activities, answers to frequently asked questions and a sample of a Record of Activity, which will assist in determining which of your activities should be reported.



Office of the New York State Comptroller
NYS Comptroller Thomas P. DiNapoli



Understanding Your Responsibilities

Work-Related and Non-Work-Related Activities

The governing board must review each entry listed on an official's record of activities (ROA) to determine whether the entries are appropriate. The board must exclude any duties that are not work-related from the calculation of the average number of days worked per month.

Below are examples of activities that may appear on an ROA. If you have questions about whether a task is work-related, please email our Pension Integrity Bureau.

Appropriate Time

- Answering constituent phone calls
- Attending municipality-sponsored events
- Discussing issues with constituents while out of the office
- Attending municipality board/committee meetings
- Preparing for municipality meetings
- Community activities in partnership with the municipality

Inappropriate Time

- On-call time (unless called out)
- Attending campaign events
- Attending a political party rally/candidate forum
- Board and committee meetings for private organizations
- Socializing after legislative meeting
- Personal volunteer work
- Services not paid for by the municipality (e.g., wedding ceremonies)

(Rev. 9/19)

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Office of the New York State Comptroller
NYS Comptroller Thomas P. DiNapoli



Understanding Your Responsibilities

Frequently Asked Questions

1. I've never been asked to keep a record of activities (ROA) before. Was I supposed to?
2. When do I have to submit my ROA to the clerk of the governing board?
3. What should I do if I take a two-week vacation during the three-month time period when I'm keeping a record of my work activities?
4. I know that I cannot receive service credit for attending electoral fundraisers, but what about for other events like testimonial dinners or fundraising events for not-for-profit organizations?
5. What should I do if, after submitting an ROA for three consecutive months, I decide that it isn't a good representation of the time I actually work?
6. Do I need to keep an ROA each time I begin a new term?
7. Who can I contact if I have questions about following the regulation?
8. I am a tax collector who works more hours from January through April than I do for the rest of the calendar year. What months should I use to complete my ROA?

1. I've never been asked to keep a record of activities (ROA) before. Was I supposed to?

Yes. Since 1975, Regulation 315.4 has required elected or appointed officials, who are NYSLRS members, to keep an ROA and submit it to their governing boards, unless they participate in a time-keeping system.

2. When do I have to submit my ROA to the clerk of the governing board?

You must complete your ROA within 150 days of the start of a new term or appointment and sign it attesting to its accuracy. Once complete, you have 30 days to submit it to the clerk. See Your Record of Activities for a schedule of ROA due dates and help determining what to do, when.

3. What should I do if I take a two-week vacation during the three-month time period when I'm keeping a record of my work activities?

You should extend your record by two weeks.

4. I know that I cannot receive service credit for attending electoral fundraisers, but what about for other events like testimonial dinners or fundraising events for not-for-profit organizations?

You may include an event on your ROA if you attend in your capacity as an elected or appointed official — not as a private citizen. For example, a testimonial dinner at which you present a formal proclamation would be considered work-related; you could include it in your ROA. However, a fundraising dinner for a not-for-profit organization on whose board you sit as a private citizen cannot be included. See the Work-Related and Non-Work-Related Activities page for more examples of what is and isn't considered work-related.

5. What should I do if, after submitting an ROA for three consecutive months, I decide that it isn't a good representation of the time I actually work?

You can submit a new ROA for a different three-month period.

6. Do I need to keep an ROA each time I begin a new term?

If you feel that a previous three-month ROA still represents your responsibilities and hours, you may certify that in writing. Instead of a new ROA, you would complete a Recertification of the Record of Activities (RS2419)  form, and submit it to your governing board within 180 days of beginning a subsequent term. An ROA can be valid for up to eight years.

7. Who can I contact if I have questions about following the regulation?

You can always email our Pension Integrity Bureau if you are unsure about how to correctly comply with this regulation.

8. I am a tax collector who works more hours from January through April than I do for the rest of the calendar year. What months should I use to complete my ROA?

If you are an employee who works all year round but has a busier season, you should keep an extended ROA. It can be up to a full year, or the ROA can, for example, cover two months during the busy season and two months of the less-busy season to get an accurate average.

(Rev. 9/19)

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Example of One Week of an Elected/Appointed Official's Record of Activities

Record of Activities

Name John Smith
Title Town Supervisor
Employer South Anytown

Activity Log

- Use a new row for each activity. You must include the start and end times for each activity.
- Enter the date, activity, start and end times, and the number of hours. In the Hours column, only enter numbers (i.e. 2.75).
- To add a new row, click the "Add New Row" button.
- To total the number of hours, click the "Update Total" button.

Date	Activity	Start Time	End Time	Hours
January 7, 2019	Taxpayer mtg.	1:00 PM	2:00 PM	1
January 7, 2019	Return phone calls	2:00 PM	3:00 PM	1
January 7, 2019	Emergency call re: dog warden	12:00 AM	1:00 AM	1
January 8, 2019	Prepare speech for luncheon	12:00 PM	3:00 PM	3
January 8, 2019	Return phone calls	3:00 PM	4:00 PM	1
January 9, 2019	Routine correspondence	9:00 AM	11:00 AM	2
January 9, 2019	Guest speaker – luncheon mtg.	1:00 PM	3:00 PM	2
January 9, 2019	Return phone calls	6:00 PM	7:00 PM	1
January 10, 2019	Conference call with East and North Anytowns	9:00 AM	9:30 AM	0.5

January 10, 2019	Prepare for mtg. on 1/15	9:30 AM	11:00 AM	2.5
January 10, 2019	Return phone calls	6:00 PM	7:00 PM	1
January 11, 2019	Prepare speech and materials for 1/15 mtg.	9:00 AM	11:00 AM	2
January 11, 2019	Routine correspondence	11:00 AM	12:00 PM	1
January 11, 2019	Return phone calls	4:00 PM	5:00 PM	1
January 12, 2019	Committee mtg. on zoning	9:00 AM	12:00 PM	3
January 12, 2019	Return phone calls	4:00 PM	5:00 PM	1

Add New Row

Update Total

24

To ensure three full months of active working days are reflected on the ROA, extend the period of the ROA by the amount of time used for vacations, illness, holidays or other reasons not worked during the three-month period.

Once you have completed recording activities for a three-month period, print this worksheet and sign and date below.

With my signature, I attest to the accuracy of the record provided above.

Signature

Date

January 3, 2020

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Recommending a Local Law That Would Provide a Four Month Moratorium for the Sign Ordinance as it Pertains to Exterior/Digital/LED Billboard Signage

The City Planning Staff has included in the current Community Development Block Grant (CDBG) Annual Action Plan (AAP) are funds to review and update the entire City Zoning Ordinance. The City's Zoning Ordinance was originally approved in 1959 and although it has been revised over these many years, it is significantly out of date. Now that the City's new Comprehensive Plan has been developed and approved, the City Council allocated funding to begin to update the City Zoning Ordinance (half in the program year 2019 AAP and half this coming program year of 2020 AAP), which when complete, will greatly assist in the implementation of the approved Comprehensive Plan. It is anticipated that the review and update process for the City Zoning Ordinance will take approximately 12-18 months since it will involve significant public involvement.

As funding has already been included in the current CDBG budget, the City could engage a consultant to assist in the update of the City Sign Ordinance almost immediately. Given the recent retirement of Shawn McWayne, Supervisor of Code Enforcement, the City presently does not have the technical knowledge and experience to undertake an in-house review/update of the City Sign Ordinance and, as a result, outside qualified assistance will be necessary.

Originally, the City Staff requested a minimum of 12 months to allow the comprehensive review and update of the Sign Ordinance. However, given the City Council's direction to complete the review in a facilitated manner, it is recommended that the moratorium be approved for four months. Rather than review the entire Sign Ordinance that was anticipated as part of the Zoning Ordinance review, the focus could be only on the exterior/digital/LED sign/billboard section of the Ordinance. By concentrating exclusively on this section of the Sign Ordinance, it is anticipated that the entire process could be completed within a four month period. The balance of the Sign Ordinance would be reviewed at a later time with the remainder of the City's Zoning Ordinance.

The review process for amending the Sign Ordinance, which is part of the Zoning Ordinance, includes the following:

- Establish a Sign Review Committee. Sign Review Committee to review the current City Sign Ordinance as it pertains to exterior/digital/LED sign/billboards. Working with a qualified consultant, the review process is anticipated to take 8 weeks with a draft recommendation being presented to the City Council during a Work Session for review and approval.
- The draft recommendation would be submitted to City Planning Board for consideration and approval. At the same time, the draft recommendation would be forwarded for review to the Jefferson County Planning Board as required by General Municipal Law, Section 239-m (anticipated time: 4 weeks).
- Once approved by City Planning Board and the Jefferson County Planning Board, the City Council would hold a Public Hearing on the proposed revisions to the Sign Ordinance. Once the Public Hearing is held, the City Council would be in a position to take action on the recommended revisions to the Sign Ordinance (anticipated time: 4 weeks).

As identified above, the entire review process would take approximately four months. If the City Council approves the Local Law providing for a four month moratorium on the Sign Ordinance as it pertains to exterior/digital/LED sign/billboard section, Staff believes that the entire process as identified above could be successfully completed within four months.

December 31, 2019

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: 31st Annual Local Government Conference

The NYS Tug Hill Commission is again offering their Annual Local Government Conference to be held on March 26, 2020 at Jefferson Community College.

This is an excellent opportunity for the newly elected officials to gain valuable insight into the many facets of how municipal government works. It is recommended that our newly elected officials give strong consideration in participating in this excellent training opportunity.

Please review the Conference Sessions and let us know if you would like to attend, noting the Workshop for each session for which you would like to join. So that we are able to process the payment, I ask that you return the Registration Information page by the next regular Council Meeting.



New York State Tug Hill Commission
 Dulles State Office Building
 317 Washington Street
 Watertown, New York 13601

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 Watertown, NY 13601
 Permit #100

NYS Tug Hill Commission
31st Annual Local Government Conference
Thursday, March 26, 2020

Jefferson Community College, 1220 Coffeen Street, Watertown, NY 13601

Assessors will receive six hours of certified training.

\$50 if postmarked by March 6
\$100 if postmarked from March 7 - March 13
\$150 if postmarked after March 13

Certificates of attendance will be available to all attendees.

*** Those registering on site can pay with a check or a completed voucher. ***
 *** No cash please on conference day. ***

~ No refunds after March 6. ~ No registrations by phone, fax or email. ~

Two Ways to Register!!

Register Online:

www.lgc2020.eventbrite.com
 Open through March 13.
 Pay with a credit card.



Register by Mail:

www.tughill.org/lgc2020
 Complete fillable form, print and mail back with check or voucher.
 Incomplete vouchers will be returned.

Please call the commission at (315) 785-2380 with questions about the event.

March 26, 2020 Conference Sessions

Town Boards ~ Village Boards ~ Clerks ~ Planning Boards ~ Zoning Boards ~ Highway Departments ~ Assessors

8:30 a.m. - 9:00 a.m. ~ Opening Remarks & Keynote

Session 1

9:15 - 10:30 a.m.

1A. Employee Handbook Basics

An employee handbook is a valuable communications tool that sets forth the organization's policies, procedures, practices and benefits to employees. Clearly stated policies and procedures help supervisors and department heads maintain consistency in implementing and enforcing policies. This session will explore the case for written policies and will focus on what should and should not be included in a well-written employee handbook.

1B. All About Grant Preparedness

This session will focus on the many grant opportunities that are available for projects in your community and what you can do to prepare for the application.

1C. Site Plan & Subdivision Review

From the applicant's first sketch on the back of a napkin to the final approved project, the complete land development review process including SEQR will be explained in detail. Helpful checklists, forms, and outlines will be provided. Planning boards, zoning boards of appeal, code enforcement officers, and all those interested in learning more about the review of proposals for development are invited to attend in order to better understand the project review process.

1D. Spot Zone or Grant the Illegal Use Variances?

This session will explore situations in which a proposed use differs from those around it and how it might best be handled. Discussion will include a review of the use variance test, the definition of spot zoning, and a few cases that will help local officials make sure their zoning works for their municipality.

1E. Right-sizing Culverts for Wildlife & Resiliency

Stream ecosystems are often disrupted by undersized and improperly placed culverts at road crossings, resulting in significant habitat fragmentation and increases in erosion, flooding and flood related damage. Culverts and bridges can be designed to minimize impacts to stream habitats and aquatic connectivity. Learn about DEC's "passability" protocols and funding solutions to help local municipalities right-size culverts and bridges for improved connectivity and resiliency.

1F. Vital Records

The Department of Health will present on and answer questions related to vital records (births, deaths, and marriages), including EDRS, and recent changes in laws that impact local clerks and registrars.

1G. What Does the State's Climate Leadership & Community Protection Act Mean for Municipalities?

The Climate Leadership and Community Protection Act (Climate Act for short) was signed into NYS law in 2019. Learn more about the energy and carbon goals set by this far-reaching legislation, and how they may impact your community in the near future.

Session 2

10:45 a.m. - Noon

2A. Reserve Funds & Long Term Planning

Reserve funds are an effective planning tool for local governments to assist with their long-term operating and capital needs. This session will discuss the most popular reserve funds used by local governments including capital reserves, repair reserves, retirement contribution reserves and others. Learn how to legally establish reserves, properly expend from a reserve and how to effectively account for and budget for reserves.

2B. Cyber Threat Mitigation

Cyberattacks are an evolving danger to municipalities and their employees and are especially alarming for municipal data and operations. A strong cybersecurity system relies on cyber defense technology and on people making smart cyber defense choices. Learn about what can be done to defend against cyber threats.

2C. Historic Preservation

Historic buildings define the character of communities. This session will explain what it means to preserve a place's older and historic buildings and distinguishes between listing a property on the National Register of Historic Places and local landmark and historic district regulation. Environmental and economic benefits of historic preservation will also be discussed.

2D. In the Light of Day - How to Enhance Transparency in Planning Proceedings

Public confidence in government is at its lowest point in decades. Simply "checking the boxes" in terms of open meetings requirements is not enough to ensure that the public understands projects and their potential impact. This session will give planning officials an understanding of best practices and inexpensive (or free) tools at your disposal to ensure that the public understands the impact of proposed projects, and your thought process in arriving at a final decision.

2E. Municipal Rights of Way

This session will examine a municipality's responsibility with respect to its highways, including: highways by prescription (use); width and bounds; encroachments and obstructions by abutting owners; abandonment by non-use and discontinuance; and other issues related to municipal rights of ways.

2F. Your Role in a Disaster

You've had a disaster. Now what?! Who's going to pay for all this? From acts of God to acts of terrorism, how it all works.

2G. PILOTs for Renewable Energy Projects

Wind and solar energy projects are being proposed in many North Country communities. Payment in Lieu of Taxes (PILOT) agreements are an important component of many projects and will have an effect on your community's revenue stream and character. This session will discuss how PILOTs are negotiated and things to keep in mind during the process.

Session 3

1:15 - 2:30 p.m.

3A. The EMS Crisis & Its Impact on Municipal Budgets

Who will answer the call? Emergency medical services are in crisis. When your life is in jeopardy, how long are you willing to wait? How will the current state of EMS affect your community, your family and you?

3B. Small Wireless Facilities & 5G in New York State

5G describes the next generation of mobile networks which builds on today's 4G wireless broadband infrastructure. 5G wireless service uses higher-frequency wavelengths transmitted through a network of "small cell" devices, roughly the size of a backpack, scattered throughout communities. As stewards of substantial amounts of public rights-of-way, municipalities are concerned with recent federal actions that undermine local governments' ability to serve as trustees of public property, safety and well-being. This session will discuss this issue and next steps in the 5G infrastructure build-out.

3C. The Bigger Picture - Translating Comprehensive Plans in the Face of Live Projects

There are many reasons why plans aren't typically reflected in current development, but reasons largely fall into two buckets: bad plans and weak implementation. This session will provide planning officials without great comprehensive plans with a toolkit for evaluating future plan proposals. Also discussed will be insights on how to get more mileage out of existing solid planning work; all aimed at ensuring future development aligns with a community vision.

3D. Land Use & SEQR Case Law Update

This session will provide a review of all Court of Appeals and Appellate Division land use, zoning & SEQR decisions for the past year and then present the top eight to ten cases with an overview of the particular area the case covers.

3E. Selecting Pavement Preservation Techniques

Pavement preservation is an excellent way to maintain and improve roads and streets. The key is to select the right treatment at the right time in the right place. Come join the fun and see if you can select the proper repair technique for your highways.

3F. FOIL & Open Meetings Law

This session will include a discussion about the scope of the Open Meetings Law, the procedure for entering into an executive session, public participation and recorded meetings, the meaning of "confidential" and many other hot button applications of both FOIL and the OML.

3G. Climate Smart Communities

Grants of up to \$2 million are available to local governments through this competitive, 50/50 matching program for the purchase of electric vehicles (EV) and EV charging stations, and grants for municipal projects that reduce emissions and make communities more resilient in the face of a changing climate.

Session 4

2:45 - 4:00 p.m.

4A. Think Before You Tweet - Social Media & the First Amendment

The growth of social media in local governments impacts not only local officials, but also the increasingly information-hungry general public, who expect local government to use these technologies to more effectively disseminate information and allow a forum for comment. This session will discuss what to consider when public officials choose to utilize social networking tools.

4B. River Restoration & Resiliency

With increasing frequency, duration and intensity of rain and snow events, it is important for communities to learn about the benefits of building resiliency into the hazard mitigation planning process. Hear about examples of culvert and stream restoration and other projects and practices that Trout Unlimited and other counties have implemented.

4C. Ethical Considerations for Planning Boards & Zoning Boards of Appeal

The session will cover a wide range of issues that confront members of local land use decision-making bodies. Discussion will include many gray areas involving conflicts, and particular situations involving appearances before local decision-making bodies that may create ethical dilemmas.

4D. Q&A for Planning & Zoning Boards

Ask the expert land use attorney your burning legal questions in an open floor format about planning and zoning issues.

4E. Myths of Traffic Calming & Complete Streets

Roads and streets traditionally have been designed to move cars and trucks quickly, but there are alternatives to design for use by all users, including pedestrians and bicyclists. This session will cover what complete streets and traffic calming actually can do to help improve your community.

4F. Email Essentials

Email messages can be official records when created or received in the transaction of public business. Learn how to: identify emails that are records, set up the retention period for e-mail records, preserve emails and develop an email policy.

4G. Siting Utility Scale Solar Projects

The siting of a utility scale solar facility often requires that the solar developer apply for a zoning variance or a special use permit from the town. In addition to the necessity of engineering and environmental review, boards should consider the various legal aspects of such applications including the necessity for decommissioning bonds and security, landowner authorizations, timing requirements and the sensitivities of neighboring property owners.

Registration Opens: 7:30 a.m.

Lunch: Noon - 1:00 p.m.

Reception: 4:00 - 5:00 p.m.

Training for Assessors: 8:30 a.m. - 4:00 p.m.

A full six hours of certified training for all assessors attending the Local Government Conference will be provided. The training topic will be "Preparing for an Audit" in the morning and "Trending Assessments" in the afternoon.

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E ABOUT US ASSISTANCE PROJECTS PUBLICATIONS AND RESOURCES LINKS

Local Government Conference 2020

NYS Tug Hill Commission
31st Annual Local Government Conference
Thursday, March 26, 2020
Jefferson Community College, 1220 Coffeen Street, Watertown, NY 13601

TWO EASY WAYS TO REGISTER

- 1. Online:** Go to <https://lgc2020.eventbrite.com> to pay electronically until March 13th
- 2. Mail:** Complete and print the 2020 LGC Registration Form to pay with a check or vouc

The form is a fillable pdf, which can be typed in, printed, and mailed to the office with payn
Alternatively, the blank form can be printed and filled in by hand, and then mailed with pay
to: NYS Tug Hill Commission, 317 Washington Street, Watertown, NY 13601

Detailed session descriptions are available here [LGC 2020 Flyer](#).

Please call our office at (315)785-2380 (toll-free in the region at 888-785-2380) with ques
about the event, or if you have a problem registering.

\$50 Registration postmarked by March 6th
\$100 Registration postmarked March 7th through March 13th
\$150 Registration postmarked after March 13th

Those registering on site can pay with a check or a completed voucher.
No cash please on conference day.

No refunds will be issued after March 6th. No registrations by phone, fax, or email.

Please join us for this opportunity to interact with associates and other local government of from across the state as we work together to find solutions to problems and issues that chal our communities. Jefferson Community College in Watertown, NY continues to be a wonde host for our conference. Over 30 vendors will be showcased in the gym where you will regis the morning, have lunch at noon and a reception at 4 p.m. Please join us for the day!

Overview of the Day

7:30 – 8:30 a.m. ~ Registration & Breakfast w/ Exhibitors

8:30 – 9:00 a.m. ~ Welcoming Remarks & Keynote Speaker

9:15 – 10:30 a.m. ~ 1st Concurrent Session

10:45 a.m. – Noon ~ 2nd Concurrent Session

Noon – 1:00 p.m. ~ ~ ~ Lunch

1:15 p.m. – 2:30 p.m. ~ 2nd Concurrent Session

2:45 p.m. – 4:00 p.m. ~ 3rd Concurrent Session

4:00 p.m. ~ ~ ~ Reception

SEARCH

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Watertown, NY 13601-3782

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