

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, July 6, 2020

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

This meeting is being conducted in accordance with Governor Cuomo's Executive Order No. 202.1 that restricts in-person access to meetings. The public will be able to view or listen to the meeting live at: <https://livestream.com/swp/wcc>.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

RESOLUTIONS

- Resolution No. 1 - Establishing Standard Work Day And Reporting For NYS Retirement, Mayor Jeffrey M. Smith
- Resolution No. 2 - Establishing Standard Work Day And Reporting For NYS Retirement, Council Member Sarah V. Compo
- Resolution No. 3 - Establishing Standard Work Day And Reporting For NYS Retirement, Council Member Jesse C. P. Roshia
- Resolution No. 4 - Approving Agreement for Public Benefit Services Between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc.
- Resolution No. 5 - Approving the 2020 Youth and Young Adult Employment Training Program Contract Between the City of Watertown and the Jefferson-Lewis Local Workforce Development Area
- Resolution No. 6 - Approving the Funding Approval/Agreement for the Program Year 2020 Community Development Block Grant Program

- Resolution No. 7 - Professional Services Agreement Supplement #2 for ROW Incidentals and Acquisition Services for the Massey Street, Coffeen Street, Court Street Bridge Rehabilitation Project, PIN 775362, Fisher Associates
- Resolution No. 8 - Accepting Donation for Seating Area From Dr. Jeffrey and Susan Aronowitz
- Resolution No. 9 - Requesting the City Police Department to Issue a Permit for Consumption of Alcohol in Designated Areas of Whitewater Park
- Resolution No. 10 - Approving Whitewater park Public Access Limited Use Agreement With Hole Brothers Holdings, LLC

ORDINANCES

- Ordinance No. 1 - An Ordinance Amending the Ordinance Dated June 4, 2018, as Amended July 15, 2019, Authorizing the Issuance of \$525,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Expand the Purposes Financed to Include Construction and Right-of-Way Acquisitions, to Increase the Period of Probable Usefulness to Fifteen Years, to Increase the Estimated Maximum Cost to \$7,650,000, and to Increase the Amount of Bonds Authorized to \$750,000 to Pay for a Portion of Such Cost

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

- Tabled Resolution Finding That Changing the Approved Zoning Classification of 1348, 1352, and 1356 Washington St., Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business Will Not Have a Significant Impact on the Environment
- Tabled Ordinance Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000 and 14-21-108.000 from Residence B to Neighborhood Business

STAFF REPORTS

1. Engineering Department Positions
2. Sale of Shepard Purchase Parcels
3. Pleasant Street North – Summary of Outreach
4. Community Development Block Grant CARES Act Funding
5. Tax Sale Properties
6. Request for Waiver of Fees for Little League & Upstate Youth Baseball Association
7. Summer Youth Baseball & Field Rentals

NEW BUSINESS

EXECUTIVE SESSION

1. To discuss proposed, pending or current litigation
2. To Discuss Collective Bargaining

WORK SESSION

Next Work Session scheduled for Monday, July 13, 2020, at 7:00 p.m., will be cancelled.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, JULY 20, 2020.

To: The Honorable Mayor and City Council

From: Ann M. Saunders, City Clerk

Subject: Establishing Standard Work Day and Reporting for Elected and Appointed Officials, NYS Retirement System, Mayor Jeffrey M. Smith, Council Member Sarah V. Compo and Council Member Jesse C. P. Roshia

In August 2009, the New York State Retirement System adopted new regulations for the establishment of a standard work day and the reporting of days worked for elected and appointed officials. This will affect members of the City Council who were sworn into a new term of office and have chosen to be members of the NYS Retirement System.

Mayor Jeffrey M. Smith, Council Member Sarah V. Compo and Council Member Jesse C. P. Roshia have submitted their Record of Activities to the City Clerk. City Council must now review these records, which are attached, to determine if:

- The activities listed constitute reasonable and appropriate work for the position
- The hours reported seem appropriate for the duties.

Once approved by the City Council, the Records of Activities must be retained for a period of at least 30 years.

I have reviewed the documents submitted and calculated the number of work days to be reported to the NYS Retirement System by dividing the total number of hours worked by three (3) months then by the minimum number of hours in a standard work day (6 hours). The calculations of total number of days per month to be reported for the NYS Retirement System are as follows:

Mayor Smith:

Total Hours Worked 329 hrs

$329 \text{ hrs} \div 3 \text{ months} \div 6 \text{ hrs} = 18.28 \text{ days per month to be reported}$

Council Member Compo:

Total Hours Worked 45.25 hrs

$45.25 \text{ hrs} \div 3 \text{ months} \div 6 \text{ hrs} = 2.51 \text{ days per month to be reported}$

Council Member Roshia:

Total Hours Worked 58.5 hrs

$58.5 \text{ hrs} \div 3 \text{ months} \div 6 \text{ hrs} = 3.25 \text{ days per month to be reported}$

A resolution establishing the standard work day and the number of work days to report each month for these members of the City Council has been prepared for City Council approval. 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 with the Office of the State Comptroller within 45 days of adoption.

RESOLUTION

Page 1 of 1

Establishing Standard Work Day
And Reporting For NYS Retirement,
Mayor Jeffrey M. Smith

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

BE IT RESOLVED, that the City of Watertown hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of this body.

Elected Officials

Title	Name	Standard Work Day (Hrs/day)	Term Begins/Ends	Employer Record of Time Worked (Y/N)	Days/Month (based on Record of Activities)
Mayor Jeffrey M. Smith		6 hours	01/01/20-12/31/23	N	18.28 days

On this 6th day of July 2020, I, Ann M. Saunders, Clerk of the governing board of the City of Watertown, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 6th day of July 2020, on file as part of the minutes of such meeting, and the same is a true copy thereof and whole of such original.

I further certify that the full board consists of 5 members and that 4 of such members were present at such meeting and that 4 of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Watertown.

(Signature of Clerk)

Date enacted _____

Seconded by

Record of Activities

Name Jeffrey M. Smith
Title Mayor
Employer City of Watertown

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 3, 2020	Meeting with M. Gaines	2:00 pm	3:00 pm	1
January 3, 2020	Office Work	9:00 am	12:00 pm	3
January 4, 2020	Meeting with Mayor Walker	12:00 PM	1:30 pm	1.5
January 5, 2020	Meeting work, constituent calls, emails	8:00 am	11:00 am	3
January 6, 2020	Meeting Judge Murphy	3:00 PM	5:00 pm	2
January 6, 2020	Council Meeting	7:00 pm	9:30 pm	2.5
January 7, 2020	City Hall Office	1:00 pm	4:00 pm	3
January 8, 2020	Email, constituent calls	5:00 pm	7:00 pm	2
January 9, 2020	Email, constituent calls	5:00 pm	7:00 PM	2

January 10, 2020	City Hall office, engineer, court drawings	1:00 pm	4:30 pm	3.5
January 10, 2020	Meeting with C. Horbacz	5:00 pm	6:30 pm	1.5
January 11, 2020	Meet with S. McWayne, court drawings	9:00 am	11:00 am	2
January 12, 2020	Office work, meeting work	5:00 pm	7:00 pm	2
January 13, 2020	City Hall office	3:00 pm	4:30 pm	1.5
January 13, 2020	Work session	7:00 pm	8:00 pm	1
January 14, 2020	WLDC Finance Committee	9:30 AM	10:00 AM	.5
January 14, 2020	City Hall	10:00 am	2:00 pm	4
January 15, 2020	Constituent calls, email	5:00 pm	7:00 pm	2
January 16, 2020	WLDC Board meeting	8:30 pm	10:30 pm	2
January 16, 2020	Public Hearing – Sewall’s Island	5:00 pm	7:00 pm	2
January 17, 2020	City Hall	9:00 am	1:00 pm	4
January 18, 2020	Constituent calls, email	10:00 am	12:00 pm	2
January 19, 2020	Meeting Prep, emails, calls	4:00 pm	6:00 pm	2
January 21, 2020	Meeting with S. Jennings & A. Brown	8:30 am	10:30 am	2
January 21, 2020	City Hall	2:00 pm	5:00 pm	3
January 21, 2020	Council Meeting	7:00 pm	9:39 pm	2.5

January 22, 2020	B. Slye office report	1:00 pm	3:30 pm	2.5
January 22, 2020	Email, constituent calls, meeting prep	4:00 pm	7:00 pm	3
January 23, 2020	Meeting prep, emails, calls	5:00	7:00 pm	2
January 24, 2020	City Hall office, council meeting	8:30 am	3:00 pm	6.5
January 24, 2020	Fort Drum event, CASA	4:00 pm	6:00 pm	2
January 25, 2020	Email, constituent calls	10:00 am	12:00 pm	2
January 26, 2020	Calls, emails, office work	2:00 pm	4:00 pm	2
January 28, 2020	City Hall office	8:00 am	10:00 am	2
January 28, 2020	Meeting J. Wright	3:30 pm	5:00 pm	1.5
January 29, 2020	Meeting J. Cole & IT, office work	9:00 am	12:00 pm	3
January 29, 2020	Arena Empire Games event, planet fitness re-opening	3:00 pm	6:00 pm	3
January 30, 2020	Email, calls, office work	5:00 pm	7:00 pm	2
January 31, 2020	Economic goals Ramada Inn, office, meeting J. Krol	8:00 am	1:00 pm	5
January 31, 2020	Meeting H. Bonisteel	4:30 pm	5:30 pm	1
February 1, 2020	Email, calls, meeting constituent concern	12:00 pm	3:00 pm	3
February 2, 2020	Calls, meeting review material, emails	5:00 pm	8:00 pm	3
February 3, 2020	City Hall office	3:00 pm	5:00 pm	2

February 3, 2020	Council meeting	7:00 pm	10:00 pm	3
February 4, 2020	City Hall office	2:00 pm	4:00 pm	2
February 5, 2020	Email, calls meeting constituent concerns	5:00 pm	7:00 pm	2
February 6, 2020	Email, call, meeting constituent concerns	5:00 pm	7:00 pm	2
February 7, 2020	City Hall office, Govt. day, meeting L. Sorel	8:30 am	4:00 pm	7.5
February 9, 2020	Emails, calls, meeting constituent concerns, review	3:00 pm	6:00 pm	3
February 10, 2020	City Hall	3:00 pm	4:30 pm	1.5
February 11, 2020	City Hall, Breakfast Urban Mission, office	8:00 am	2:00 pm	6
February 11, 2020	Work Session	7:00 pm	9:30 pm	2.5
February 12, 2020	Email, calls	5:00 pm	7:00 pm	2
February 14, 2020	City Hall office, call, meeting S. Hunt, Mayor Butler	8:30 am	4:00 pm	7.5
February 16, 2020	Calls, emails, meeting prep	3:00 pm	6:00 pm	3
February 18, 2020	City Hall office, meetings, Alliance	10:00 am	4:00 pm	6
February 19, 2020	City Hall, meeting J. Krol	4:00 pm	7:00 pm	3
February 20, 2020	WLDC meeting	8:30 am	10:00 am	1.5
February 21, 2020	City Hall office, State office gov. budget, Garrison Command E. Wagner	8:00 am	4:30 pm	8.5
February 23, 2020	Email, calls, meeting prep	5:00 pm	8:00 pm	3

February 24, 2020	City Hall	4:00 pm	5:00 pm	1
February 24, 2020	Work Session	7:00 pm	8:00 pm	1
February 25, 2020	City Hall office, Mayor portrait, email, calls	8:30 am	3:00 pm	6.5
February 27, 2020	Email, calls	5:00 pm	7:00 pm	2
February 28, 2020	City Hall, D. Herman presentation, office	8:30 am	3:00 pm	6.5
February 29, 2020	Meeting BID district, constituent calls	8:00 am	11:00 am	3
March 2, 2020	City Hall office	3:00 pm	4:00 pm	1
March 2, 2020	Council Meeting	7:00 pm	8:40 pm	1.5
March 3, 2020	City Hall, Radio, DRI – First Baptist, meeting, email	7:30 am	3:00 pm	7.5
March 4, 2020	Email, constituent calls	5:00 pm	7:00 pm	2
March 5, 2020	Email, constituent calls	5:00 pm	7:00 pm	2
March 6, 2020	City Hall office, emails, budget, Covid talks	9:00 am	3:00 pm	6
March 7, 2020	Email, constituent calls	1:00 pm	4:00 pm	3
March 8, 2020	Calls, office work, Covid	3:00 pm	5:00 pm	2
March 9, 2020	City Hall office, Assemblyman Walczyk	3:00 pm	6:00 pm	3
March 9, 2020	Work Session	7:00 pm	8:30 pm	1.5
March 10, 2020	City Hall, calls, budget, Covid	9:00 am	3:00 pm	6

March 11, 2020	Email, constituent calls	5:00 pm	7:00 pm	2
March 13, 2020	City Hall, budget, Covid meetings	9:00 am	4:00 pm	7
March 13, 2020	Fort Drum CSM Roark	6:00 pm	8:00 pm	2
March 14, 2020	City Hall, Covid meetings	5:00 pm	8:00 pm	3
March 15, 2020	Meeting, calls, email, Covid	1:00 pm	4:00 pm	3
March 16, 2020	City Hall office, emails, budget, Covid talks	10:00 am	4:00 pm	6
March 16, 2020	Council Meeting	7:00 pm	8:30 pm	1.5
March 17, 2020	WLDC, City Hall, Irish Flag, Covid, email, budget	8:00 am	5:00 pm	9
March 18, 2020	City Hall office, County building meeting, Covid, email	9:00 am	5:00 pm	8
March 19, 2020	City Hall office, emails, Covid, calls	1:00 pm	5:00 pm	4
March 20, 2020	City Hall office, emails, Covid, calls	9:00 am	3:00 pm	6
March 21, 2020	Calls, email, Covid	12:00 pm	3:00 pm	3
March 22, 2020	Calls, email, Covid	1:00 pm	3:00 pm	2
March 23, 2020	City Hall, email, budget, Covid, TV interview	9:00 am	3:00 pm	6
March 24, 2020	City Hall, budget, Covid, calls	9:00 am	3:00 pm	6
March 25, 2020	City Hall, budget, Covid, County meeting	9:00 am	4:00 pm	7
March 26, 2020	City Hall, calls, IDS conference, Covid interview	9:00 am	3:00 pm	6

March 27, 2020	City Hall, calls, budget, Covid	9:00 am	3:00 pm	6
March 28, 2020	Calls, email, Covid	1:00 pm	4:00 pm	3
March 29, 2020	Calls, email, Covid	1:00 pm	3:00 pm	2
March 30, 2020	City Hall, budget, Covid, calls	11:00 am	4:00 pm	5
March 31, 2020	City Hall, IDA conference, calls – Lt. Gov., Covid, meetings	9:00 am	6:00 pm	9

Add New Row

Update Total

329

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

RESOLUTION

Page 1 of 1

Establishing Standard Work Day
And Reporting For NYS Retirement,
Council Member Sarah V. Compo

- 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

BE IT RESOLVED, that the City of Watertown hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of this body.

Elected Officials

Title	Name	Standard Work Day (Hrs/day)	Term Begins/Ends	Employer Record of Time Worked (Y/N)	Days/Month (based on Record of Activities)
Council Member Sarah V. Compo		6 hours	01/01/20-12/31/23	N	2.51 days

On this 6th day of July 2020, I, Ann M. Saunders, Clerk of the governing board of the City of Watertown, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 6th day of July 2020, on file as part of the minutes of such meeting, and the same is a true copy thereof and whole of such original.

I further certify that the full board consists of 5 members and that 5 of such members were present at such meeting and that 4 of such members voted in favor of the above resolution and 1 such member abstained from voting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Watertown.

(Signature of Clerk)

Date enacted _____

Seconded by

Record of Activities

Name Sarah Compo

Title Watertown City Council Member

Employer City of Watertown

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.
- Note: the Update Total button will calculate a maximum of 84 rows. Please download another ROA Template if you exceed this maximum.

Date	Activity	Start Time	End Time	Hours
1/20/20	City Council meeting preparation	4:00 PM	5:00 PM	1
1/21/20	City Council meeting	7:00 PM	9:30 PM	2.5
1/24/20	City Council meeting preparation	9:00 AM	10:30 AM	1.5
1/24/20	City Council meeting	11:00 AM	3:00 PM	4
2/2/20	Meeting preparation	3:00 PM	4:30 PM	1.5
2/3/20	City Council meeting	7:00 PM	10:00 PM	3
2/10/20	Call re City Manager search	11:00 AM	11:30 AM	0.5

2/10/20	City Council work session preparation	6:00 PM	7:00 PM	1
2/11/20	City Council work session	7:00 PM	9:30 PM	2.5
2/16/20	City Council meeting preparation	12:00 PM	1:30 PM	1.5
2/18/20	City Council meeting preparation	7:00 PM	9:00 PM	2
2/23/20	City Council work session preparation	7:00 PM	8:00 PM	1
2/24/20	City Council work session	7:00 PM	8:00 PM	1
2/28/20	Fire Chief retirement ceremony	9:00 AM	9:30 AM	0.5
3/1/20	City Council meeting preparation	6:00 PM	7:00 PM	1
3/3/20	City Council meeting	7:00 PM	8:30 PM	1.5
3/4/20	Business Improvement District Meeting	8:30 AM	9:30 AM	1
3/8/20	City Council work session preparation	7:00 PM	8:00 PM	1
3/9/20	City Council work session	7:00 PM	8:25	1.25
3/15/20	City Council meeting preparation	8:00 PM	9:00 PM	1
3/16/20	City Council meeting	7:00 PM	8:30 PM	1.5
3/17/20	St. Patrick's Day flag raising	10:00 AM	10:30 AM	0.5
3/26/20	Development of Watertown Coronavirus resources website	11:00 AM	4:00 PM	5
3/30/20	Radio interview re Coronavirus and City's response	8:00 AM	8:15 AM	0.25

4/5/20	City Council meeting preparation	10:00 AM	11:00 AM	1
4/6/20	City Council meeting	7:00 PM	9:00 PM	2
4/11/20	Updating of Watertown Coronavirus resources website	5:00 PM	6:00 PM	1
4/19/20	City Council meeting preparation	6:00 PM	7:00 PM	1
4/20/20	City Council meeting	7:00 PM	9:45 PM	2.75

Add New Row

Update Total

45.25

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.

Sarah V. Compo

Signature

5/28/20

Date

RESOLUTION

Page 1 of 1

Establishing Standard Work Day
And Reporting For NYS Retirement,
Council Member Jesse C. P. Roshia

- 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

BE IT RESOLVED, that the City of Watertown hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of this body.

Elected Officials

Title	Name	Standard Work Day (Hrs/day)	Term Begins/Ends	Employer Record of Time Worked (Y/N)	Days/Month (based on Record of Activities)
Council Member	Jesse C.P. Roshia	6 hours	01/01/20-12/31/23	N	3.25 days

On this 6th day of July 2020, I, Ann M. Saunders, Clerk of the governing board of the City of Watertown, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 6th day of July 2020, on file as part of the minutes of such meeting, and the same is a true copy thereof and whole of such original.

I further certify that the full board consists of 5 members and that 5 of such members were present at such meeting and that 4 of such members voted in favor of the above resolution and 1 such member abstained from voting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Watertown.

(Signature of Clerk)

Date enacted _____

Seconded by

Record of Activities

Name Jesse C.P. Roshia
Title Council Member
Employer City of Watertown

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 5, 2020	City Council Meeting Prep	7p	9p	2
January 6, 2020	City Council Meeting	7p	930p	2.5
January 13, 2020	Work Session	7p	8p	1
January 20, 2020	City Council Meeting Prep	7p	9p	2
January 21, 2020	City Council Meeting	6p	9:45p	3.75
January 22, 2020	Investigation Research	4:30p	7:00p	2.5
January 24, 2020	Executive Session	1030a	3p	4.5
January 28, 2020	Neighborhood Watch Meeting	6p	7p	1
January 29, 2020	Empire State Games Ceremony, Planet Fitness Ribbon Cutting, Chili Cook Off Preparation	4p	730p	3.5

February 3, 2020	City Council Meeting	645p	10p	3.25
February 6, 2020	Athena Award	6p	9p	3
February 7, 2020	Jefferson Leadership Institute	730a	1130a	4
February 11, 2020	Work Session	7p	930p	2.5
February 18, 2020	City Council Meeting	7p	9p	2
February 24, 2020	Work Session	7p	830p	1.5
February 28, 2020	Chief Herman Retirement Ceremony	9a	10a	1
March 1, 2020	City Council Meeting Prep and Council Related Emails	4p	8p	4
March 2, 2020	City Council Meeting	7p	845a	1.75
March 9, 2020	Work Session	620p	820p	2
March 15, 2020	Returning emails and discussing concerns with constituents regarding Covid 19 pandemic	730p	10p	2.5
March 16, 2020	City Council Meeting	7p	845p	1.75
March 27, 2020	Covid-19 Discussion with Mayor Smith	5p	6p	1
March 30, 2020	Covid-19 Discussion with Mayor Smith	6p	7p	1
March 8, 2020	Work Session Prep	7p	8p	1
February 17, 2020	City Council Meeting Prep	7p	9p	2
February 2, 2020	City Council Meeting Prep	8p	930p	1.5

Choose or enter date

Write a brief description of your activity

Select Start Time

Select End Time

Enter Number

Add New Row

Update Total

58.5

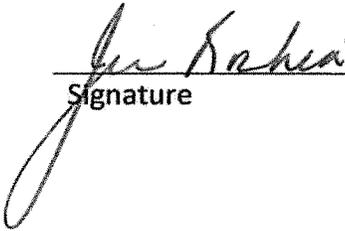
To ensure three full months of active working days are reflected on the ROA, extend the period of the ROA by the amount of time used for vacations, illness, holidays or other reasons not worked during the three-month period.

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



5/26/20

Res No. 4

June 30, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Agreement for Public Benefit Services, Community Action
Planning Council of Jefferson County, Inc.

Attached for City Council's consideration is a Public Benefit Services Agreement between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. Since 1967, when the CAPC was incorporated and designated as the official anti-poverty agency in Jefferson County, the City of Watertown and Jefferson County provided the local match used to leverage State and Federal program service dollars.

The Community Action Planning Council provides services that promote the education, charity, health, safety and welfare of the citizens of the City of Watertown. This agreement specifically identifies the services that will be provided to the citizens of this community and funded by the City of Watertown. The term of this Agreement is for one year beginning July 1, 2020, and ending June 30, 2021. Funding in the amount of \$10,000 to support this initiative is included in the FY 2020-2021 Adopted Budget.

A Resolution approving the Agreement between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit Services Between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc.

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

YEA	NAY

Introduced by

WHEREAS the Community Action Planning Council of Jefferson County (CAPC) was incorporated and designated in 1967 as the official anti-poverty agency for Jefferson County, and

WHEREAS since that time, CAPC has received funds from local governments as the local share required to leverage State and Federal program service dollars, and

WHEREAS the services provided by the CAPC promotes a public purpose, and

WHEREAS the services promote the education, charity, health, safety and welfare of the citizens of the City of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Public Benefit Services between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc., a copy of which is attached and made a part of this resolution, and

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

Seconded by

AGREEMENT FOR PUBLIC BENEFIT SERVICES

BETWEEN

THE CITY OF WATERTOWN, NEW YORK

and

THE COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

This Agreement made by and between the City of Watertown, New York (City) and the Community Action Planning Council of Jefferson County, Inc. (CAPC).

WITNESSETH

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Article I. DESCRIPTION OF SERVICES. The Community Action Planning Council of Jefferson County, Inc. provides services that are considered to be for a public purpose. The Community Action Planning Council provides services which promote the education, charity, health, safety and welfare of the citizens of the City of Watertown.

Article II. ELIGIBLE ACTIVITIES. Eligible activities of the Community Action Planning Council reimbursable by the City shall promote a public purpose. Specifically, the Community Action Planning Council shall provide the following services to the citizens of the City of Watertown:

- a. Assist individuals and families to secure and retain meaningful employment.
- b. Assist individuals and families to attain an adequate education.
- c. Assist individuals and families to counteract conditions of starvation and malnutrition.
- d. Assist individuals and families to make a better income.
- e. Assist individuals and families to obtain emergency assistance.
- f. Assist individuals and families to obtain and maintain adequate housing.
- g. Assist individuals and families to remove obstacles that block self-sufficiency.

Article III. INELIGIBLE ACTIVITIES. Activities of the Community Action Planning Council, which do not promote a public purpose, shall be ineligible for reimbursement. Activities which are ineligible for reimbursement shall include, but not be limited to, land acquisition, salaries, utilities, fuel, insurance, interest, purchase of equipment, or program activities solely directed toward or restricted to organizational membership.

Article IV. TERM OF THIS AGREEMENT. The term of this Agreement shall be from July 1, 2020, through June 30, 2021.

Article V. MANNER OF PAYMENT.

a. The City agrees to provide Ten Thousand Dollars (\$10,000) to the Community Action Planning Council for the term specified above.

b. Payment shall be made by the City Comptroller. The annual payment will be made on or after December 1st. Payment will only be made upon the City's receipt of a fully executed copy of this Agreement and a signed City Invoice form.

c. Payment shall be made by the City Comptroller upon the receipt of an executed Service Agreement between the City of Watertown and the Community Action Planning Council. Along with their reimbursement request, the CAPC will provide a verified list of expenditures which used City funds provided under this Agreement.

Article VI. PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated in this Agreement. Performance of the terms and conditions of this Agreement shall be subject to and performance of all applicable laws.

Article VII. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party, at any time, by the delivery to the other party of a written notice of termination by the Agreement, stating in good faith and for good and valid reasons by such party is unable to comply with and carry out the terms and substantive obligations of the Agreement in a meaningful manner. In the event of such termination, the City and the CAPC shall perform such services and pay such monies as are necessary to carry out their respective obligations under the Agreement up to the date of termination of the Agreement. Any notice shall be delivered in person or by first class mail, return receipt requested, at the address of such party as hereinafter set out.

Article VIII. EXTENT OF AGREEMENT. This Agreement represents the entire Agreement between the City and the CAPC. This Agreement may be amended only by written instrument signed by both parties and such amendment shall be attached to this Agreement.

Article IX. ANNUAL REPORT. The CAPC will provide the City of Watertown with a copy of their annual financial report. If not included in the annual financial report, an additional report shall be submitted which details the services provided by CAPC to the citizens of Watertown.

Article X. NOTICES. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date mailed, if sent by certified mail, return receipt requested or delivered in person to:

THE CITY:

City Manager
City of Watertown
245 Washington Street
Suite 302
Watertown, New York 13601

THE COMMUNITY ACTION PLANNING COUNCIL:

Executive Director
Community Action Planning Council of Jefferson County, Inc.
518 Davidson Street
Watertown, New York 13601

A party may change the address to which notices are to be sent by written notice actually received by the other party.

IN WITNESS WHEREOF, the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. have caused this Agreement to be executed by authorized agents to be effective as of the date heretofore written.

THE CITY OF WATERTOWN, NEW YORK

BY: City Manager Kenneth A. Mix

THE COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

BY: Executive Director Melinda Gault

Res No. 5

June 30, 2020

To: The Honorable Mayor and City Council

From: Matthew D. Roy, Human Resource Manager

Subject: Approving the 2020 Youth & Young Adult Employment Training Program Contract Between the City of Watertown and the Jefferson-Lewis Workforce Development Area

Provided for Council consideration is the annual contract for the Jefferson County Summer Youth & Young Adult Employment Training Program. The Jefferson County Department of Employment and Training will be the employer and, as such, will pay the wages and fringe benefits of the youths employed under this program. In these uncertain times I cannot say with certainty that opportunities for participation in the program will be available; but, I think it is best that Council authorize participation should those opportunities arise.

A copy of the Agreement between the City and the Jefferson-Lewis Workforce Development Area is attached for City Council review. A resolution has been prepared for City Council consideration that authorizes the City's participation in the 2019 Summer Youth & Young Adult Employment and Training Program.

RESOLUTION

Page 1 of 1

Approving the 2020 Youth and Young Adult Employment Training Program Contract Between the City of Watertown and the Jefferson-Lewis Local Workforce Development Area

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

Total

YEA	NAY

Introduced by

WHEREAS the Jefferson County Department of Employment and Training and the Jefferson-Lewis Local Workforce Development Area would once again like to partner with the City of Watertown for the Summer Youth & Young Adult Employment Training Program, and

WHEREAS various departments of the City of Watertown may be able to provide training opportunities for young people of the community, and

WHEREAS the City and Jefferson County Department of Employment and Training have cooperated in past years with this same program,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the City’s participation in the 2020 Summer Youth & Young Adult Employment Training Program, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Youth & Young Adult Employment Training Program Contract, a copy of which is attached and made part of this resolution, on behalf of the City of Watertown.

Seconded by

YOUTH & YOUNG ADULT EMPLOYMENT TRAINING PROGRAM

Between the following parties:

Jefferson-Lewis Workforce Development Area
(hereinafter referred to as **EMPLOYER**)

AND
City of Watertown
245 Washington Street
Watertown, NY 13601

(hereinafter referred to as **WORKSITE**)

In return for the **WORKSITE** providing work experience in a manner consistent with the terms and conditions herein contained, the **WORKFORCE DEVELOPMENT AREA** will pay the wages and fringe benefits of such employed youth. This agreement can be modified only by another written agreement if circumstances warrant.

CONTRACT PERIOD: July 1, 2020 – June 30, 2021

**FOR THE WORKFORCE DEVELOPMENT
AREA**



Signature

CHERYL A. MAYFORTH, DIRECTOR

Typed Name and Title

FOR THE WORKSITE

Signature

KENNETH MIX, CITY MANAGER

Typed Name and Title

The **WORKSITE** will comply with the requirements of the **Workforce Innovation and Opportunity Act of 2014 (WIOA)** and the regulations and policies promulgated thereunder.

These requirements include, but are not limited to the following matters:

The **WORKSITE** must:

1. Permit participants to begin work only with prior approval from the **WORKFORCE DEVELOPMENT AREA**.
2. Inform participants of supervisor's name, role, and responsibilities and provide youth the opportunity to relate any problems that might arise.
3. Provide contingency plan for inclement weather when Worksites are outdoors.
4. Notify the **WORKFORCE DEVELOPMENT AREA** within 24 hours of any accidents, special situations, or unusual occurrences.
5. Evaluate each participant with regard to performance as agreed upon by the **WORKFORCE DEVELOPMENT AREA**.
6. Avoid personal and organizational conflict of interest.
7. Avoid paying or receiving kickbacks.
8. Maintain accurate financial and statistical records that are easily traceable to source documents.
9. Prohibit the charging of a fee to a participant for the referral to a job or placement in a job.
10. Avoid nepotism.
11. Avoid political patronage, lobbying or political activities.
12. Avoid involvement with religious or anti-religious activities.
13. Avoid prompting or opposing unionization and avoid employment of a participant in a place involved in a work stoppage.
14. Avoid Maintenance of Effort, meaning that no funds will be used to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act.
15. Avoid the theft or embezzlement of WIOA funds, improper inducement for employment or contracts, and obstruction of investigation under the Act, its regulations or local policies.
16. Maintain sufficient, auditable and adequate records which support all expenditures under the Act for a period of not less than 3 years after the close of the grant of funds.

17. Recognize the **WORKFORCE DEVELOPMENT AREA'S** mandated obligation to review and monitor any and all worksite activity, and program related records on a regular basis. Therefore, the **WORKSITE** will allow the **WORKFORCE DEVELOPMENT AREA** to have unrestricted access to program related forms or documents whether or not they are **WORKFORCE DEVELOPMENT AREA** forms or **WORKSITE** forms of any source or nature; and the unrestricted right to review worksite activity, with or without prior notification. Furthermore, the **WORKFORCE DEVELOPMENT AREA** has the right to make inquiries to and procure information from **WORKSITE** non-WIOA and WIOA employees for the purpose of monitoring and evaluating program operation.
18. Recognize the **WORKFORCE DEVELOPMENT AREA'S** mandated obligation to have sole control over the intake, eligibility determination and verification of all participants under this agreement.
19. Recognize the **WORKFORCE DEVELOPMENT AREA'S** mandated obligation to provide counseling services for all participants so as to improve their employability. To meet this requirement, the **WORKSITE** will allow private consultation and unrestricted observation of participants during participant working hours by counselors. As part of the effort to improve employability to participants, it may be necessary from time to time to allow participants time off during working hours, for a length of time decided by the **WORKFORCE DEVELOPMENT AREA** for workshops, assessment, training, job searches or other related activities. These activities will be permitted and encouraged by the **WORKSITE**. The **WORKFORCE DEVELOPMENT AREA** will also ensure that each participant has proper working papers, if required.
20. Recognize the **WORKFORCE DEVELOPMENT AREA'S** requirement to provide remediation to all program enrollees found deficient in educational skill areas (i.e.-math, reading), as determined by the **WORKFORCE DEVELOPMENT AREA**. As part of the mandate to provide remediation, the **WORKSITE** shall encourage/promote the attendance of youth at the scheduled classes, and not permit the youth to work when he/she should be attending class. Should the youth attend work instead of class, this will be considered as an absence, and not subject to payment of wages for the unauthorized attendance at the worksite. As such, potential liability coverage for the unauthorized attendance and wages may not be allowable under existing workman's compensation coverage provided to program enrollees, thereby making the worksite liable in a case of on-site injury during unauthorized work time.
21. Recognize that the government, all levels, is committed to carry out Affirmative Action to assure equal employment opportunities for all individuals in the labor force.

The County of Jefferson has a commitment to the spirit and intent of Affirmative Action in the operation of the WIOA program. The policy of the United States government on Affirmative Action will be employed in the Jefferson County WIOA program and is stated as follows:

“No person in the United States shall, on the grounds of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment if the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Act.”

The Jefferson County Department of Employment and Training (The WorkPlace) will require all agencies participating in the WIOA program to comply with the intent of Affirmative Action.

22. Recognize that the **WORKFORCE DEVELOPMENT AREA** has full responsibility and authority to operate the complaint and grievance procedures. The grievance procedure will be utilized for any complaint procedure alleging a violation of the Act, regulations, grant, or any other agreement under the Act.
23. Recognize that the **WORKFORCE DEVELOPMENT AREA** shall determine participant time limitation for activities on this program. The **WORKSITE** will immediately inform the **WORKFORCE DEVELOPMENT AREA** of discretionary leaves of absences that might affect participant time limitations. Such leaves of absences are subject to the approval of the **WORKFORCE DEVELOPMENT AREA**.
24. Conform to the policies of the **WORKFORCE DEVELOPMENT AREA**, which is responsible for implementation of the federal job training regulations and other state policies which the **WORKFORCE DEVELOPMENT AREA** may be required or may at its discretion put into effect.
25. Permit the **WORKFORCE DEVELOPMENT AREA** to issue press releases regarding WIOA activities when in the **WORKFORCE DEVELOPMENT AREA**'s sole discretion it is advisable. The **WORKSITE** must consult with and receive **WORKFORCE DEVELOPMENT AREA**'s approval prior to the issuance of press releases on any activity involving WIOA participants.
26. Notify the **WORKFORCE DEVELOPMENT AREA** immediately of any change in participant's status.
27. Provide adequate on-site supervision for each participant which means that there will be at least one supervisor for every five participants and that a substitute supervisor will be available during the absence of the regular supervisor.
28. Provide sufficient work to occupy participants during working hours including adequate equipment and materials for participants to perform those duties.
29. Provide a safe and healthy working environment and adhere to the provisions of the state child labor laws and applicable federal rules and laws.
30. Provide potential supervisors with sufficient time in order that all immediate worksite supervisor(s) receive orientation as to their duties and responsibilities to the Youth and Young Adult Employment Training Program.
31. Comply with the **WORKFORCE DEVELOPMENT AREA** policy concerning the completion of time sheets and the reporting of attendance as has been detailed by the initial worksite interview and work supervisor orientation. This includes, but is not limited to, the assurance that participants will not be paid for unexcused absences, unworked hours or for solely recreational activities.
32. By approving this agreement, the **WORKSITE** certifies the participants of the Youth and Young Adult Employment Training Program is not displacing any currently employed worker, and no individuals are on layoff status from the same job title or substantially equivalent job task which a participant shall be employed in. This also certifies the **WORKSITE** has not terminated the

employment of any regular employee or otherwise reduced the size of the agency workforce for the purpose of filling the vacancy created by hiring a participant.

33. Recognize the **WORKFORCE DEVELOPMENT AREA**'s requirement to provide orientation to participants on program purposes, policies, and procedures.
34. Recognize the **WORKFORCE DEVELOPMENT AREA**'s requirement to provide the **WORKSITE** with instructions and procedure forms.
35. Recognize the **WORKFORCE DEVELOPMENT AREA**'s requirement to provide Labor Market Orientation, Career Exposure Activities, Counseling, and Supportive Services to the participant.
36. Recognize the **WORKFORCE DEVELOPMENT AREA** is to be considered the employer and provide workman's compensation, social security, federal and state income tax. Payroll checks will be mailed on a bi-weekly basis.
37. Recognize that the performance of work under this agreement may be terminated by the **WORKFORCE DEVELOPMENT AREA** when, for any reason, it is determined that such termination is in the best interest of the program or when it has been determined that the **WORKSITE** has failed to provide any of the services specified or to comply with any of the provisions contained in the agreement. The agreement is contingent upon the availability of funding from the New York State Department of Labor. In the event such funding is terminated, the **WORKFORCE DEVELOPMENT AREA** reserves the right to terminate this agreement prior to the scheduled determination date.
38. Recognize that trainees will not be terminated without prior notice to the trainee and the **WORKFORCE DEVELOPMENT AREA**, with reasonable opportunity for correction or improvement of performance. This may include, but is not limited to, sub-standard or unsatisfactory progress or conduct.
39. Agree to maintain the confidentiality of any information regarding workers and/or applicants or their families, which may be obtained through application form, interviews, tests, reports from public agencies or counselors, or any other source.

40. Signing of this agreement certifies agency compliance with Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities, published as Part VII of the May 26, 1988 Federal Register.

Executive Order 12549 states:

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

*Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

*Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

*Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated the above paragraphs of this certification; and

*Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

Complete instructions for certification regarding debarment, suspension, and other responsibility matters are available through the Jefferson County Department of Employment and Training (The WorkPlace).

41. The **WORKSITE** certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Employer's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the work place;
 - ii. The Employer's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug violations occurring in the work place;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later five calendar days after such conviction;

- (e) Notify the Jefferson County Department of Employment and Training in writing, within ten calendar days after receiving notice under paragraph (d)(ii.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

- (f) Taking one of the following action within 30 calendar days of receiving notice under paragraph (d)(ii.), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Res No. 6

June 22, 2020

To: The Honorable Mayor and City Council

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

Subject: Approving the Funding Approval/Agreement for the Program Year 2020
Community Development Block Grant Program

The City has been notified by the U.S. Department of Housing and Urban Development (HUD) that the City's Community Development Block Grant Program Annual Action Plan for Program Year 2020 has been approved. This year's funding allocation is \$920,779. HUD has prepared a Funding Approval/Agreement and forwarded it for signature.

The attached resolution has been prepared for City Council consideration that approves the Funding Approval/Agreement and authorizes the Mayor to sign it.

RESOLUTION

Page 1 of 1

Approving the Funding Approval/Agreement for the Program Year 2020 Community Development Block Grant Program

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

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has completed its Program Year 2020 Annual Action Plan for the Community Development Block Grant Program and submitted it to the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS HUD has approved the City’s Annual Action Plan and has prepared a Funding Approval/Agreement for the grant funding,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Funding Approval/Agreement with the U.S. Department of Housing and Urban Development for the Program Year 2020 Community Development Block Grant Program, a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith, is hereby authorized and directed to sign the Agreement on behalf of the City Council.

Seconded by

1. Name of Grantee (as shown in item 5 of Standard Form 424) Watertown City	3a. Grantee's 9-digit Tax ID Number 156000419	3b. Grantee's 9-digit DUNS Number 071600076
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Room 302 245 Washington St Watertown, NY 13601-0000	4. Date use of funds may begin (mm/dd/yyyy) 07/01/2020	
	5a. Project/Grant No. 1 B-20-MC-36-0121	6a. Amount Approved \$920,779
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) William O'Connell		Grantee Name (Contractual Organization) Watertown City (City Of Watertown)	
Title CPD Director		Title	
Signature <input type="checkbox"/> Invalid signature <input checked="" type="checkbox"/>	Date (mm/dd/yyyy) 06/15/2020	Signature <input checked="" type="checkbox"/>	Date (mm/dd/yyyy)
Signed by: WILLIAM O'CONNELL			

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 05/29/2020	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 06/15/2020	
		9c. Date of Start of Program Year 07/01/2020	
11. Amount of Community Development			
Block Grant		FY (2020)	FY (2019)
a. Funds Reserved for this Grantee		\$920,743	\$ 36
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Of Watertown Room 302 245 Washington St Watertown, NY 13601-0000
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature <input checked="" type="checkbox"/>

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
							Project Number		Amount		
							Project Number		Amount		
							Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By						

Treasury Symbol: 86 0/20162 Program Area: IDIS RO/FO: 0206 (Buffalo) PGM CD: EC1 PoA CD: 3 BFY: 0 TAC: 126

8. Special Conditions.

(a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2027. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2027.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Direct Department/Agency	Indirect cost rate	Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Res No. 7

June 23, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Professional Services Agreement Supplement #2 for ROW Incidentals and Acquisition Services for the Massey Street, Coffeen Street, Court Street Bridge Rehabilitation Project, PIN 775362

At the June 4, 2018 meeting, City Council approved the Agreement with Fisher Associates for \$402,000 for the design phase of the Project. Supplemental Agreement #1 added \$101,000, and this Supplemental Agreement adds another \$200,000 for a total of \$703,000.

Supplemental Agreement #2 covers work which was in addition to the original scope including ROW incidentals and acquisition for handicap ramps on several street corners to construct the ramps that meet the ADA standards. Due to Federal Highway Administration (FHWA) rules, before final design can be approved, sufficient R.O.W. must be obtained. This Resolution authorizes funds for the acquisition of additional Right-of-Way.

Attached for City Council consideration is a Resolution approving Supplement #2 of the Agreement. Approval of this resolution is contingent upon City Council approval of the Bond Ordinance in tonight's Agenda to cover the expenses associated with this project.

RESOLUTION

Page 1 of 1

Professional Services Agreement
Supplement #2 for ROW Incidentals
and Acquisition Services for the Massey
Street, Coffeen Street, Court Street Bridge
Rehabilitation Project, PIN 775362,
Fisher Associates

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

Total

YEA	NAY

Introduced by

WHEREAS on June 4, 2018, City Council approved the Professional Services Agreement with Fisher Associates to provide design services for the Massey St., Coffeen St., and Court St. Bridge Rehabilitation Project, and

WHEREAS additional scope of work effort is necessary to complete the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Supplemental Agreement #2 with Fisher Associates in the amount not to exceed an additional \$200,000, a copy of which is attached hereto and made part of this resolution, bringing the total contract amount to \$703,000, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

BE IT FURTHER RESOLVED that City Manager Kenneth Mix is hereby authorized and directed to execute this agreement on behalf of the City of Watertown.

Seconded by

**Consultant Agreement
for
Massey Street, Coffeen Street & Court Street
Bridge**

PIN 7753.62

Between

City of Watertown

and



May 4, 2020

**Architectural/Engineering
Consultant Contract**

PIN 7753.62 Sponsor Contract No. _____

Agreement made this ____ day of _____, _____ by and between

City of Watertown

(municipal corporation)

having its principal office at 245 Washington Street, in the City of Watertown, NY, (to be known throughout this document as the "**Sponsor**")

and

Fisher Associates, P.E., L.S., L.A., D.P.C.,

with its office at 180 Charlotte Street, Rochester, NY 14607 (to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation (NYSDOT) identified for the purposes of this contract as the Massey Street, Coffeen Street & Court Street Bridge (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration (FHWA), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **City Manager** is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

Agreement Form – This document titled "Architectural/Engineering Consultant Contract";

Attachment "A" – Project Description and Funding;

Attachment "B" – Scope of Services;

Attachment "C" – as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in

Architectural/Engineering Consultant Contract

accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Architectural/Engineering Consultant Contract

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	<ul style="list-style-type: none"> • Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. • The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. • If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance. 	<ul style="list-style-type: none"> • Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. • Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. • Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. 	<ul style="list-style-type: none"> • The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. • Bills are subject to approval of the Sponsor and Sponsor's Representative.
ITEM II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

**Architectural/Engineering
Consultant Contract**

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM IV	<ul style="list-style-type: none"> Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT, and FHWA. For the purpose of this Contract, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges lade, under Item IA of this subdivision to determine the charge to be made under this Item. 	<ul style="list-style-type: none"> The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 169%, in all events not to exceed 169%, subject to audit. 	
ITEM V	<ul style="list-style-type: none"> Negotiated Lump Sum Fixed Fee. Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. 	<ul style="list-style-type: none"> A negotiated Lump Sum Fee which in this CONTRACT shall equal \$8,000 for Design Services. 	
ITEM VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be \$101,000.	

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

A Records of Direct Non-Salary Costs;

B Copies of any subcontracts relating to said contract;

C Location where records may be examined; and

D Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required, from the Federal Highway Administration.

- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

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ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this Contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or its duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

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ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Municipality.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 20.1 PROMPT PAYMENT

While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment for all public works contract. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT shall not discriminate against any employee, applicant for employment because of any race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.58

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECT's ROW incidental work or construction engineering; or
- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

This does not preclude the CONSULTANT from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation which is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

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

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

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

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30, DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 31. MISCELLANEOUS

31.1 Executory Contract. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor by: _____ Date:	Consultant by: _____ Date:
----------------------------------	-------------------------------------

MUNICIPALITY:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2019 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

CONSULTANT:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2019 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Consultant.

Notary Public, _____ County, N.Y.

ATTACHMENT A

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 7753.62
BIN: 2220220

Term of Agreement Ends: December 2020

Main Agreement Amendment to Contract [add identifying #] Supplement to Contract #2
[add identifying #]

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition
 Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date:

Finish Date:

PROJECT DESCRIPTION:

The Massey Street, Coffeen Street & Court Street Bridge Project involves preserving the long term integrity of Coffeen Street from the West City line to Massey Street; Massey Street from the Court Street bridge to Holcomb Street and the Court Street bridge by utilizing cyclic/element specific treatments/repairs.

Project Location:

City of Watertown

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

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

\$200,000

ATTACHMENT B

Massey Street, Coffeen Street & Court Street Bridge Project

City of Watertown

NYSDOT PIN: 7753.62

**Scope of Services
Supplemental #2**

May 4, 2020

Section 1 - General

1.01 Project Description and Location

Project Name: Massey Street, Coffeen Street & Court Street Bridge

PIN: 7753.62

Project Description/Limits: The project involves the rehabilitation of the Court Street Bridge in order to extend the service life of the structure and the roadway resurfacing of Massey Street from Court Street bridge to Holcomb Street and Coffeen Street from Massey Street to the City Line.

Sponsor: City of Watertown

City, Town, County(ies): City of Watertown, Jefferson County

The anticipated start day of preliminary design: January 2018

The anticipated letting date: Spring 2020

The anticipated construction completed date: December 2020

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Micheal Delaney, who can be reached at (315) 785-7740 or mdelaney@watertown-ny.gov.

All correspondence to the **Sponsor** should be addressed to:

Michael Delaney, City Engineer
City of Watertown City Hall, Suite 305
245 Washington Street Watertown, NY 13601

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1 General
~~Section 2 Data Collection & Analysis~~

~~Section 3 Preliminary Design~~
~~Section 4 Environmental~~
Section 5 Right-of-Way
~~Section 6 Detailed Design~~
~~Section 7 Advertising, Bid Opening and Award~~
~~Section 8 Construction Support~~
~~Section 9 Construction Inspection~~
Section 10 Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1 and 5.

1.05 Project Familiarization

Not in supplemental agreement.

1.06 Meetings

Not in supplemental agreement.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the *NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual* including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*

Section 2 – Data Collection & Analysis

No work to be done under Supplemental Agreement.

Section 3 - Preliminary Design

No work to be done under Supplemental Agreement.

Section 4 – Environmental

No work to be done under Supplemental Agreement.

Section 5 - Right-of-Way

Abstract Request Map and/or Title Search

RIGHT OF WAY INCIDENTALS

The Municipality will request right of way incidental phase authorization from the New York State Department of Transportation. The request will be made when the Municipality determines that property acquisitions are likely to occur or when it requests Preliminary Engineering phase authorization.

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition process.

5.011 Review and Analysis of Right of Way Requirements

The Consultant will undertake an on-going review and analysis of right of way requirements for the project.

The review may include:

- Preliminary engineering design
- Preliminary right of way plans and acquisition maps
- County Tax Maps
- Municipal Zoning Regulations and Maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size of the acquisition
- Potential impacts to improvements

The Consultant will determine the current owner of the affected properties by reviewing public information records at the county tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the county clerk's office.

5.012 Title Research

- 5.0121 For the acquisition of temporary easements, the Consultant will determine property title ownership through county tax assessment records and will verify the ownership through examination of the last deed of record.
- 5.0122 For the acquisition of real property rights estimated at \$10,000 or less, the Consultant will perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner or owners of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- 5.0123 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant will perform a Twenty-Year Title Search. The Twenty-Year Search will start with a deed that conveys complete and indefeasible title, which has been executed and of record at least twenty years prior to the search date. The Twenty-Year Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- 5.0124 For the acquisition of real property rights estimated at greater than \$40,000, the Consultant will prepare a Title Abstract. The Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the date of the search.

5.013 Title Review and Certification

The Consultant will subcontract with a qualified, NYS licensed attorney to issue Certificate of Title on all fee property acquisitions and obtain title insurance as required. The Consultant will submit the Title Certifications to the Municipality.

- 5.0131 For the acquisition of real property rights estimated at \$10,000 or less, the Consultant's Attorney will review the Last Owner Title Search and issue a Limited Last Owner Title Certification.
- 5.0132 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant's Attorney will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.
- 5.0133 For the acquisition of real property rights estimated at greater than \$40,000, the Consultant's Attorney will review the Abstract and issue a Title Certification.
- 5.0134 The Municipality will acknowledge the receipt of each Title Certification and provide the Consultant, on a per parcel basis, a list of the property owners and other compensable property interests. The Municipality will respond in writing within ten (10) days of receipt of each Title Certification.

5.02 Right of Way Survey and Mapping

All ROW survey and mapping work shall conform to the *ROW Mapping Procedure Manual*, the *Surveying Standards & Procedures Manual*, the *Highway Design Manual*, and the specific requirements of the jurisdictional NYSDOT Regional Office.

All final graphical deliverables described in this section shall be provided both on paper/mylar media and digitally in the format conforming to the requirements in Chapter 20 of the *Highway Design Manual*. Electronic files containing lists of all final coordinates for ROW parcels shall also be provided to the State as outlined in Chapter 20 of the *Highway Design Manual*.

A. ROW Survey and Analysis

Record Research and Analysis

The Consultant shall conduct the necessary record searches to determine all property or highway (ROW) rights or interests which affect the project's highway(s), [See Chapters 2 & 4 of the *ROW Mapping Procedure Manual*.] This research may also identify additional boundary information which may need to be located in the field.

The Consultant shall review all the available ROW survey information for accuracy and completeness, and inform the State of additional field survey required to accomplish ROW Mapping. The State shall review and determine the survey needed and authorize the Consultant to proceed.

ROW Field Survey and Mapping

When authorized, the Consultant shall perform the ROW field survey. The Consultant shall add this information to the project mapping.

B. Preliminary ROW Mapping

Highway Boundary Determination and Mapping

The Consultant shall determine the existing highway boundary and adjacent property lines for the project's highway(s), [See Chapter 4 of the *ROW Mapping Procedure Manual*]. This information shall be incorporated into the project mapping.

Abstract Request Map

The Consultant shall prepare and submit to the State a 20 scale Abstract Request Map [see Chapter 3 of the *ROW Mapping Procedure Manual*], showing all properties affected by the viable design alternatives, and shall revise it as necessary in response to the State's review.

Taking Line Review (Preliminary Acquisition Plan)

The Consultant shall determine the limits and types (e.g. FEE/WOA, FEE, PE, TE) of proposed acquisitions, in conformance with guidance provided in Section 5.5 of the *Highway Design Manual*.

The Consultant shall prepare materials (Preliminary Acquisition Plan) and participate in Taking Line Review Meeting(s) as described in Section 5.5 of the *Highway Design Manual*. Proposed ROW lines shall be revised in response to the State’s review. Temporary Easements shall not be combined with Fee or Permanent Easement acquisitions.

C. Detailed ROW Mapping

Final ROW Lines and Acquisitions (Acquisition Plan)

The Consultant shall incorporate all final ROW lines and acquisitions into the project mapping, as required in Section 5.5 of the *Highway Design Manual*. The map and parcel numbers shall be shown. A “Table of Right of Way Acquisitions” and other applicable Miscellaneous ROW Tables (see Chapter 21 of the *Highway Design Manual*) shall be prepared and submitted to the State. Temporary Easements shall not be combined with Fee or Permanent Easement acquisitions.

Right of Way Maps

The Consultant shall prepare and submit to the State the following ROW Maps [See Chapters 5, 7 & 8 of the *ROW Mapping Procedure Manual*], and shall revise them as necessary in response to the State’s review:

- Fee Maps
- Temporary Easement (TE) Maps
- Permanent Easement (PE) Maps
- Abandonment Maps
- Transfer of Jurisdiction (T) Maps
- Conveyance (C) Maps
- Deed (D) Maps

Notes:

1. All ROW Maps shall conform to the CADD requirements in Chapter 20 of the *Highway Design Manual*.
2. Temporary Easements shall not be combined with Fee or Permanent Easement acquisitions.

Highway Boundary Plan

The Consultant shall prepare and submit to the State the Highway Boundary Plan [see Chapter 6 of the *ROW Mapping Procedure Manual*], and shall revise it as necessary in response to the State's review or to reflect all ROW acquisition changes.

5.03 Right of Way Mapping

The Consultant will review acquisition maps prepared by others.

5.04 INTENTIONALLY LEFT BLANK

5.05 Right of Way Cost Estimates

The Consultant will provide cost estimates for the right of way to be acquired by the Municipality on all alternatives being considered and will provide updated estimates, as necessary.

5.06 Public Hearings/Meetings

No services required.

5.07 Property Appraisals

For each parcel requiring the acquisition of property rights, the Consultant will conduct a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition.

The Consultant will contact the owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.071 Preliminary Property Owner Interview

The Consultant will conduct 1 preliminary interview with each property owner(s) or the property owner's designated representative. Other than absentee property owners, a reasonable attempt will be made to conduct the preliminary contact on a face-to-face basis. Absentee property owners and those local property owners not able to be interviewed face-to-face may be contacted via telephone and certified mail. The purpose of preliminary contact includes:

- Delivery of notices of intent to acquire, if necessary
- Delivery of right of way acquisition brochures
- Explanation of right of way and construction plans
- Informing of right to accompany appraiser

- Determining the need for additional action regarding right of way boundaries, errors and omissions in plans and/or other documents
- Prepare Physical Inspection Report

5.072 Real Property Appraisal Reports

The Consultant will subcontract the services of an appraiser to complete real property appraisals and appraisal reports required for each parcel or ownership indicated on the Right of Way Plan.

The Consultant will insure that all real property appraisals and real property appraisal reports are prepared by qualified appraisers who are, as defined by the New York State Department of State, Certified General Real Estate Appraisers.

The Consultant will insure that all real property appraisals and real estate appraisal reports conform to the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

The Uniform Standards of Professional Appraisal Practice contains a Certification of Appraiser. In addition, the Consultant must certify to the following:

"The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection"

"Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

The Consultant will provide 1 original bound real property appraisal report with photo copies of photos for each acquisition.

- 5.0721 For uncomplicated acquisitions of real property rights valued at less than \$50,000, the Consultant will prepare a Limited Appraisal Report (LAR). The LAR will consist of a limited appraisal with a restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal.
- 5.0722 For acquisitions of entire real property interests, the Consultant will prepare a Full Take Appraisal Report. The Full Take Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0723 For partial acquisition of real property rights valued at \$50,000 or more with no indirect damages to improvements, the Consultant will prepare a Before and After (land only)

Appraisal Report. The land only Before and After Appraisal Report will consist of a limited appraisal with a summary or restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

- 5.0724 For partial acquisition of real property rights valued at \$50,000 or more with indirect damages to improvements, the Consultant will prepare a Before and After Appraisal Report. The Before and After Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0725 For acquisitions of real property rights valued over \$300,000, the Consultant will prepare two independent appraisal reports. The appraisal report will consist of a complete appraisal with summary appraisal reports as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.08 Appraisal Review

The Consultant will perform a separate review of each appraisal. The Consultant will insure that all real property appraisal reviews are performed by a qualified appraiser who is, as defined by the New York State Department of State, Certified General Real Estate Appraisers. The appraisal review will be completed in conformance with the Uniform Standards of Professional Appraisal Practice, Standard 3, Real Property Appraisal Review, Development, and Reporting.

The Consultant will review the appraisal reports for compliance with state and federal standards. The Consultant will take corrective actions. The review appraiser will:

- Identify and make corrections to mathematical calculations and typographical errors, if necessary
- Assure real property appraisal development and reporting are in accordance with the appraisal subcontract
- Assure real property appraisal development and reporting are complete and meet the Uniform Standards of Professional Appraisal Practice standards
- State the basis for the fair market value conclusion and provide breakdowns adequate for New York State Department of Transportation audit, Federal Highway Administration eligibility review, and for negotiation purposes.

The Consultant will provide the Municipality with the highest approved appraised amount for each property rights acquisition.

5.09 Negotiations and Acquisition of Property

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition procedures.

5.091 Just Compensation

The Municipality will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the Municipality's highest approved appraisal. Because time is of the essence, the Municipality will provide the just compensation amounts in writing to the Consultant within 10 days of its receipt of the preliminary appraisal reviews from the Consultant.

5.092 Written Offer

The Consultant will prepare a written offer for each acquisition of real property. The amount of the offer will be the amount established by the Municipality as just compensation. The written offer will include the following:

- A statement of the just compensation amount
- Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired)
- A summary statement, which will include:
 - the basis for the just compensation amount
 - a description and location identification of the real property
 - the interest in the real property being acquired
 - where appropriate, the statement will identify any separately held ownership interest in the property (i.e. tenant-owned improvement) and indicate that the interest is not covered by the offer
- Additional information the Consultant and/or the Municipality deems appropriate or required

5.093 Deliver Offer

The Consultant will deliver the written offer, plats, unsigned agreements and releases to the appropriate property owners or his/her designated representative.

The Consultant will meet with the appropriate property owners or his/her designated representative to explain the written offer, plats and unsigned agreements. The Consultant will conduct additional negotiation sessions with the appropriate property owners or his/her designated representative in an attempt to negotiate a settlement.

The Consultant will make all reasonable efforts to contact personally each property owner(s) or designated representative. Absentee and unsuccessful personal contacts may be made by certified mail.

The Consultant will maintain a detailed diary of each substantial contact with property owner(s). The diary will be signed and dated by the person responsible for the contact. The diary entries will be on a parcel by parcel basis:

- Substantial contacts
- Efforts to achieve amicable settlements
- Responsiveness to owners' counter proposals
- Suggestions for changes in plans

The records should include the principal activities undertaken by the agent, such as:

- parties contacted
- date and location of contact
- offers made [dollar amounts]
- counteroffers received
- property owner's comments
- reason(s) settlement could not be reached

5.094 Purchase Agreements

The Consultant will submit real property acquisition documents to the Municipality for recommended action on settlements:

- Approval of negotiated settlements
- Action on proposed administrative settlements
- Referral to the Municipality attorney for initiation of eminent domain proceedings

Because time is of the essence, the Municipality will provide a written response to the Consultant within 10 days of its receipt of the acquisition documents from the Consultant.

5.095 Revisions to Just Compensation

The Consultant will consider any presentations made by the property owner which might affect the value of the property. The Consultant may make recommendations to the Municipality to adjust the written offer. The Municipality may revise the just compensation based on the information provided by the property owner.

The Consultant will document the justification for revising the just compensation.

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.096 Administrative Settlements

The Consultant and/or the Municipality may recommend administrative settlements. Administrative settlements are settlements in excess of the Municipality's just compensation determination.

The Municipality will have final approval to authorize administrative settlements.

The Consultant will provide the written justification for the Administrative Settlement. The written justification will include all information necessary to support the settlement; such as:

- The approved offer of just compensation
- A summary of the acquisition agent's record of negotiations
- Reference to all appraisal reports (including the owner's appraisal report)
- Recent court awards and their relationship to the proposed administrative settlement
- A discussion of diverse valuation issues (i.e. probable range of testimony as to fair market value by both parties)
- The trial cost estimate
- The opinion of legal counsel
- The identification of the responsible agency official who has the authority to approve administrative settlements
- The recommendation and signatures of all individuals proposing the settlement

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.097 Transfer of Title

The Municipality will not require any property owner to surrender possession of real property before the Municipality pays the agreed purchase price.

- 5.0971 The Consultant will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the Consultant will clear only the possessory interest. For real property valued at greater than \$10,000, the Consultant will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.
- 5.0972 The Consultant will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The Municipality will pay all tax prorations over \$25.00.
- 5.0973 The Consultant will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.
- 5.0974 The Consultant will deliver the title instrument(s) to the title attorney subcontracted by the Consultant for review and approval.
- 5.0975 The Consultant will schedule and hold the closing. Because time is of the essence, the Municipality will pay the just compensation at the time the property owner(s) signs all required

closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the Municipality, or the Consultant. The Municipality will pay appropriate reimbursable expenses to the property owner(s) and/or the Consultant.

5.0976 The Consultant will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right of Way Certification

The Consultant will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The Municipality will sign the Right of Way Certificate.

5.10 Relocation Assistance

No services required.

5.11 Property Management

No services required.

Section 6 - Detailed Design

No work to be done under Supplemental Agreement.

Section 7 - Advertisement, Bid Opening and Award

No work to be done under Supplemental Agreement.

Section 8 - Construction Support

No work to be done under Supplemental Agreement.

Section 9 - Construction Inspection

No work to be done under Supplemental Agreement.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

Section 1

1.07 Estimate **9** cost and progress reporting periods will occur during the life of this agreement

Section 5

5.011 Estimate **1** meeting(s) with the Municipality.

5.0121 Estimate **0** temporary easement title search

5.0122 Estimate **27** last owner title searches

5.0123 Estimate **0** 20 year title searches

5.0124 Estimate **0** full abstracts.

5.0131 Estimate **27** last owner title certifications.

5.0132 Estimate **0** 20 year title certifications.

5.0133 Estimate **0** full abstract certifications.

5.03 Estimate **27** acquisition map reviews.

5.05 Estimate **2** right of way cost estimate(s).

5.061 Estimate **0** Informational Meetings

5.062 Estimate **0** EDPL Public Hearings

5.071 Estimate **25** Preliminary Property Owner Interviews.

5.0721 Estimate **25** Limited Appraisal Reports.

5.0722 Estimate **0** Full Take Appraisal Reports.

5.0723 Estimate **0** Before & After (land only) Appraisal Reports.

5.0724 Estimate **0** Before & After Appraisal Reports.

5.0725 Estimate **0** properties requiring two independent appraisal reports.

- 5.08 Estimate **25** appraisal reviews.
- 5.09 Estimate **1** meetings with the Municipality.
- 5.092 Estimate **25** offer packages.
- 5.093 Estimate **3** negotiation contacts per property owner.
- 5.095 Estimate **3** revisions to Just Compensation
- 5.096 Estimate **0** Administrative Settlements.
- 5.0971 Estimate **0** partial release(s) of mortgage.
Estimate **0** Lien subordination agreements.
Estimate **0** Lien satisfactions.
Estimate **5** miscellaneous title curative issues.
- 5.0972 Estimate **25** property tax proration calculations.
- 5.0973 Estimate **25** closing packages.
- 5.098 Estimate **1** right of way certificates.

10.02 Technical Assumptions

Design Survey

1. MPT traffic control will not be required for survey work.
2. GPS methods and equipment will be used to establish horizontal control.
3. Design mapping will be provided in English Units and .dgn (MicroStation) electronic format only, with InRoads DTM.
4. Base mapping will be 1" = 20' scale mapping (22" x 34") using the US survey foot and the contour interval will be 1 foot.
5. NYSDOT feature codes will be used.

Right of Way

1. Assume 27 properties with 26 separate and distinct owners will be impacted by the project.
2. Assume 2 of the properties are owned by the City of Watertown and will require last owner title searches and map reviews only.
3. Assume all acquisition will be valued less than or equal to \$10,000 each.
4. Assume acquisition maps will be provided by others.

ATTACHMENT C

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

PIN 7753.62

City of Watertown Massey Street Coffeen Street and Court Street Bridge Project

Jefferson County, New York

Date: April 29, 2020

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES			MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT Apr-20	PROJECTED Apr-21	2020	2021	2022		
Project Manager	VII (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A	
Project Engineer/Architect	VI (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A	
Design Engineer/Architect	IV (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	C	
Project Licensed Surveyor	VI (A)	\$61.90	\$63.76	\$61.90	\$63.76	\$65.67	A	
Licensed Surveyor	IV (N)	\$33.99	\$35.01	\$33.99	\$35.01	\$36.06	C	
Senior Cad Operator	III (N)	\$25.75	\$26.52	\$25.75	\$26.52	\$27.32	C	
Survey Tech	III (N)	\$30.90	\$31.83	\$30.90	\$31.83	\$32.78	C	
Party Chief (Office)	III (N)	\$26.78	\$27.58	\$26.78	\$27.58	\$28.41	C	
Instrument Person (Office)	II (N)	\$24.87	\$25.62	\$24.87	\$25.62	\$26.38	C	
Rod Person (Office)	I (N)	\$20.60	\$21.22	\$20.60	\$21.22	\$21.85	C	
Party Chief (Field)	III (N)	\$26.78	\$27.58	\$26.78	\$27.58	\$28.41	C	
Instrument Person (Field)	II (N)	\$24.87	\$25.62	\$24.87	\$25.62	\$26.38	C	
Rod Person (Field)	I (N)	\$20.60	\$21.22	\$20.60	\$21.22	\$21.85	C	

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY:

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$42.86	\$44.15	\$26.78	\$17.37	\$2.33	\$19.70
Instrument Person	II (N)	\$39.37	\$40.55	\$24.87	\$15.68	\$2.10	\$17.78
Rod Person	I (N)	\$29.14	\$30.01	\$20.60	\$9.41	\$1.26	\$10.67

Supplemental Benefits (also considered direct costs)

The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$25.60	\$3.61	\$21.99	\$0.00	\$2.95	\$24.94
Instrument Person	II (N)	\$25.60	\$3.45	\$22.15	\$0.00	\$2.97	\$25.12
Rod Person	I (N)	\$25.60	\$1.31	\$24.29	\$0.00	\$3.25	\$27.54

Exhibit A, Page 2
Staffing Table

Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC
 PIN 7753.62
 City of Watertown Massey Street Coffeen Street and Court Street Bridge Project
 Jefferson County, New York
 Date: April 29, 2020

JOB TITLE	ASCE (A) OR NICET (N) GRADE	T A S K S									Total Hours	PRESENT HOURLY RATE	DIRECT TECHNICAL LABOR
		Sect. 1	Sect. 2	Sect. 3	Sect. 4	Sect. 5	Sect. 6	Sect. 7	Sect. 8	Sect. 9			
Project Manager	VII (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Project Engineer/Architect	VI (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Design Engineer/Architect	IV (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Project Licensed Surveyor	VI (A)	0	0	0	0	41	0	0	0	0	41	\$ 61.90	\$ 2,537.90
Licensed Surveyor	IV (N)	0	0	0	0	82	0	0	0	0	82	\$ 33.99	\$ 2,787.18
Senior Cad Operator	III (N)	0	0	0	0	287	0	0	0	0	287	\$ 25.75	\$ 7,390.25
Survey Tech	III (N)	0	0	0	0	0	0	0	0	0	0	\$ 30.90	\$ -
Party Chief (Office)	III (N)	0	0	0	0	0	0	0	0	0	0	\$ 26.78	\$ -
Instrument Person (Office)	II (N)	0	0	0	0	0	0	0	0	0	0	\$ 24.87	\$ -
Rod Person (Office)	I (N)	0	0	0	0	0	0	0	0	0	0	\$ 20.60	\$ -
Party Chief (Field)	III (N)	0	0	0	0	0	0	0	0	0	0	\$ 26.78	\$ -
Instrument Person (Field)	II (N)	0	0	0	0	0	0	0	0	0	0	\$ 24.87	\$ -
Rod Person (Field)	I (N)	0	0	0	0	0	0	0	0	0	0	\$ 20.60	\$ -
TOTAL		0	0	0	0	410	0	0	0	0	410		\$ 12,715.33

STAFF HOUR ESTIMATE - Project Summary
City of Watertown Massey Street Coffeen Street and Court Street Bridge Project
Date: April 29, 2020

	PROJ. MNGR.	PROJ. ENGR./ ARCH.	DES. ENGR./ ARCH	PROJ. LIC SURV	LIC SURV.	SR. CADD OPER.	SURV. TECH.	PARTY CHIEF OFFICE	INST./ PERSON OFFICE	ROD PERSON OFFICE	PARTY CHIEF FIELD	INST./ PERSON FIELD	ROD PERSON FIELD	TASK SUB- TOTAL
SECTION 1 - GENERAL SCOPING	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 2 - DATA COLLECTION & ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 3 - PRELIMINARY DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 4 - ENVIRONMENTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 5 - RIGHT-OF-WAY	0	0	0	41	82	287	0	0	0	0	0	0	0	410
SECTION 6 - DETAILED DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 7 - ADVERTISEMENT, BID OPENING & AWARD	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 8 - CONSTRUCTION SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 9 - CONSTRUCTION INSPECTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	0	0	0	41	82	287	0	0	0	0	0	0	0	410

Exhibit C
Summary

Aubertine & Currier, PLLC

PIN 7753.62

City of Watertown Massey Street Coffeen Street and Court Stree

Jefferson County, New

York

Date:

April 29, 2020

Item IA, Direct Technical Salaries (estimated) subject to audit	\$12,715.33
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0.00
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$25.00
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0.00
Item III, Overhead (134.00%) NYSDOT Approved OH Rate	\$17,038.54
Item IV, Profit (Item IA, 50% of Item II, and Item III) 11%	\$3,274.30
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	<u>\$0.00</u>
Total Estimate Cost	<u><u>\$33,053.17</u></u>

**LOCALLY ADMINISTERED PROJECTS TASK LIST
STAFF HOUR ESTIMATE - SECTION 5, RIGHT-OF-WAY**

City of Watertown Massey Street Coffeen Street and Court Street Bridge Project

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR./ ARCH.	DES. ENGR./ ARCH	PROJ. LIC SURV	LIC SURV.	SR. CADD OPER.	SURV. TECH.	PARTY CHIEF OFFICE	INST./ PERSON OFFICE	ROD PERSON OFFICE	PARTY CHIEF FIELD	INST./ PERSON FIELD	ROD PERSON FIELD	TASK SUB-TOTAL
5.00	RIGHT-OF-WAY														
5.01	Abstract Request Map and Title Search														
	Title Searches of Properties														0
	ARM Preparation														0
5.02	Right-of-Way Survey														
	Field Survey & Map Update and Travel														0
5.03	Right-of-Way Mapping														
	Meet with Village														0
	Prepare Acquisition Maps				41	82	287								410
	Prepare Submerged Land Application Map (NOT INCLUDED)														0
	Prepare Map Revisions														0
5.04	Right-of-Way Plan														
	Prepare ROW Plan														0
	Abstract Preparation														0
	Overall ROW Coordination														0
	PART 5 - Right-of-Way	0	0	0	41	82	287	0	0	0	0	0	0	0	410

Exhibit B, Page 1
 Specific Hourly Rate Schedule
 April 28, 2020 (rev0)
 R.K. Hite & Co., Inc.

Project Title: Massey St., Coffeen St. & Court St. Bidge
PIN: 7753.62
City: Watertown
County: Jefferson

Job Title	Hourly Rates			Overtime Category
	2020	Projected (2021)	Maximum	
Principal	\$140.00	\$144.00	\$144.00	A
Project Manager	\$103.00	\$106.00	\$106.00	A
Appraisal Reviewer	\$97.00	\$100.00	\$100.00	B
Relocation Specialist	\$97.00	\$100.00	\$100.00	B
Field Coordinator	\$75.00	\$77.00	\$77.00	B
Property Rights Specialist	\$70.00	\$72.00	\$72.00	B
Title Specialist	\$68.00	\$70.00	\$70.00	B
Title Examiner	\$70.00	\$72.00	\$72.00	B
Data Manager	\$82.00	\$84.00	\$84.00	B
Data Technician	\$66.00	\$68.00	\$68.00	B
Secretary	\$41.00	\$42.00	\$42.00	B
Title Attorney	\$125.00	\$125.00	\$100.00	A
Appraiser	\$90.00	\$90.00	\$90.00	A
EDPL Attorney	\$250.00	\$250.00	\$250.00	A

NOTE:
 Hourly rates shall not exceed those shown above.

OVERTIME POLICY

- Category A: No overtime compensation.
- Category B: Overtime compensated at straight time rate.

STAFFING TABLE

R.K. HITE & CO., INC.

TASK	DESCRIPTION	JOB TITLE									TOTALS
		PROJECT MANAGER	APPRAISAL REVIEWER	PROPERTY RIGHTS SPECIALIST	TITLE SPECIALIST	TITLE REVIEWER	DATA BASE MANAGER	DATA TECHNICIAN	SECRETARY		
GENERAL											
1.05	Project Familiarization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting	6.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	6.00	18.00
SUBTOTAL		6.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	6.00	18.00
INCIDENTAL PHASE											
5.01	Abstract Request Map and Title Search	52.25	0.00	32.00	270.00	27.00	0.00	54.00	47.25	482.50	
5.02	Right of Way Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.03	Right of Way Mapping	6.75	0.00	13.50	13.50	0.00	0.00	13.50	13.50	60.75	
5.04	Right of Way Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.05	Right of Way Cost Estimate	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	
5.06	Public Hearings/Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.07	Property Appraisals	12.50	0.00	100.00	0.00	0.00	0.00	37.50	18.75	168.75	
5.08	Appraisal Reviews	6.25	75.00	0.00	0.00	0.00	0.00	12.50	12.50	106.25	
5.10	Relocation Assistance (Incidental Phase)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL		83.75	75.00	145.50	283.50	27.00	0.00	117.50	92.00	824.25	
ACQUISITION PHASE											
5.09	Negotiations & Property Acquisition	78.00	3.00	404.00	102.50	0.00	0.00	165.50	165.50	918.50	
5.10	Relocation Assistance (Acquisition Phase)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL		78.00	3.00	404.00	102.50	0.00	0.00	165.50	165.50	918.50	
TOTAL HOURS		167.75	78.00	549.50	386.00	27.00	0.00	289.00	263.50	1760.75	
PROJECTED HOURLY RATE		\$106.00	\$100.00	\$72.00	\$70.00	\$72.00	\$84.00	\$68.00	\$42.00		
LABOR COST		\$17,781.50	\$7,800.00	\$39,564.00	\$27,020.00	\$1,944.00	\$0.00	\$19,652.00	\$11,067.00	\$124,828.50	

Project Title: Massey St., Coffeen St. &
 Court St. Bidge
PIN: 7753.62
City: Watertown
County: Jefferson

Direct Non-Salary

R.K. HITE & CO., INC.

TASK	DESCRIPTION					TOTALS
			TITLE ATTORNEY	APPRAISER	Closing/EDPL ATTORNEY	
GENERAL						
1.05	Project Familiarization		0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting		0.00	0.00	0.00	0.00
	SUBTOTAL		0.00	0.00	0.00	0.00
INCIDENTAL PHASE						
5.01	Abstract Request Map and Title Search		54.00	0.00	0.00	54.00
5.02	Right of Way Survey		0.00	0.00	0.00	0.00
5.03	Right of Way Mapping		0.00	0.00	0.00	0.00
5.04	Right of Way Plan		0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate		0.00	0.00	0.00	0.00
5.06	Public Hearings/Meetings		0.00	0.00	0.00	0.00
5.07	Property Appraisals		0.00	200.00	0.00	200.00
5.08	Appraisal Reviews		0.00	0.00	0.00	0.00
5.10	Relocation Assistance (Incidental Phase)		0.00	0.00	0.00	0.00
	SUBTOTAL		54.00	200.00	0.00	254.00
ACQUISITION PHASE						
5.09	Negotiations & Property Acquisition		15.00	0.00	8.75	23.75
5.10	Relocation Assistance (Acquisition Phase)		0.00	0.00	0.00	0.00
	SUBTOTAL		15.00	0.00	8.75	23.75
TOTAL HOURS			69.00	200.00	8.75	277.75
PROJECTED HOURLY RATE			\$125.00	\$90.00	\$250.00	
LABOR COST			\$8,625.00	\$18,000.00	\$2,187.50	\$28,812.50

EXHIBIT B, PAGE 3
 Estimate of Direct Non-Salary Cost
 R.K. Hite & Co., Inc.
 April 28, 2020 (rev0)

Project Title: Massey St., Coffeen St. & Court St. Bidge
PIN: 7753.62
City: Watertown
County: Jefferson

Travel, Lodging, Subsistence, Fees and Supplies

Per Diem 0 Nights @ \$147.00 /night \$0.00

	Vehicle Type	No. Trips	Mile per Trip	Total Miles		
Trips						
Incidental Phase						
To Site	Auto	3	160	480		
Local	Auto	11	25	275		
Acquisition Phase						
To Site	Auto	0	160	0		
Local	Auto	51	25	1275		
				2030	@	\$0.575 <u>\$1,167.25</u>
						\$1,167.25

Reproduction, Drawings & Reports \$1,096.50

Telephone \$125.00

Postage & Deliveries \$0.00

Supplies and Miscellaneous \$456.00

Recording Fees \$2,125.00

TOTAL DIRECT NON-SALARY COSTS \$4,969.75

Project Title: Massey St.,
Coffeen St. &
Court St. Bidge

EXHIBIT B, PAGE 4
Summary
April 28, 2020 (rev0)
R.K. HITE & CO., INC.

PIN: 7753.62
City: Watertown
County: Jefferson

	<u>221 Incidental</u>	<u>222 Acquisition</u>	<u>TOTAL</u>
ITEM 1A, (estimated - subject to audit)	\$61,144.50	\$63,684.00	\$124,828.50
ITEM 1B (estimated - subject to audit)			
Item II, Direct Non-Salary Cost (estimated - subject to audit)	\$1,647.88	\$3,321.88	\$4,969.75
Item II, Direct Non-Salary Cost (Sub-Contractor Cost) (estimated - subject to audit)			
Item III, Overhead (estimated - subject to audit)			
Item IV, Fixed Fee (negotiated)			
Item II, Direct Non-Salary Cost (Title/Attorney) (estimated -subject to audit)	\$6,750.00	\$1,875.00	\$8,625.00
Item II, Direct Non-Salary Cost (Closing/EDPL Attorney) (estimated -subject to audit)	\$0.00	\$2,187.50	\$2,187.50
Item II, Direct Non-Salary Cost (Appraiser) (estimated -subject to audit)	\$18,000.00	\$0.00	\$18,000.00
	\$87,542.38	\$71,068.38	<u>\$158,610.75</u>

Res No. 8

June 30, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Accepting Donation for Seating Area From Dr. Jeffrey and Susan Aronowitz

I have been contacted by Dr. Jeffrey and Susan Aronowitz, who would like to donate money and materials to create a tranquil seating area for contemplation in memory of their son, Jordan Aronowitz, who passed away in December.

The seating area will consist of pavers and benches facing toward a large stone with an inscription engraved on it and the Black River flowing in the background. They have selected a site on the river at the Alex Duffy Fairgrounds. See the attached photos and map for the location.

The design is being worked on and then quotes will be obtained. The Aronowitzes will pay for the entire cost of construction.

They have asked that if the seating area ever needs to be altered or moved for any reason in the future that they be allowed to approve the alteration or the new site.

The attached resolution for Council consideration accepts their donation and gives Dr. and Ms. Aronowitz the right to approve any future alteration or new site if the seating area has to be moved.

RESOLUTION

Page 1 of 1

Accepting Donation for Seating Area
From Dr. Jeffrey and Susan Aronowitz

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

Total

YEA	NAY

Introduced by

WHEREAS Dr. Jeffrey and Susan Aronowitz would like to donate money and materials to create a tranquil seating area for contemplation in memory of their son Jordan Aronowitz, and

WHEREAS the City of Watertown desires to accept this donation with the intent of using the funds and materials for the specific purpose of creating a seating area on the Black River at Alex Duffy Fairgrounds,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the financial and material donation from Dr. Jeffrey and Susan Aronowitz for a seating area to be created on the Black River at the Fairgrounds in memory of Jordan Aronowitz, and

BE IT FURTHER RESOLVED that the seating area will be owned and maintained by the City of Watertown, and

BE IT FURTHER RESOLVED that if the seating area has to be altered or moved for any reason, the alteration or new site shall be approved by Dr. Jeffrey and Susan Aronowitz.

Seconded by

Fairgrounds Trail

Proposed Aronowitz Seating Area



Proposed Aronowitz Seating Area

WILLIAM T FIELD DR

Black River

CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT

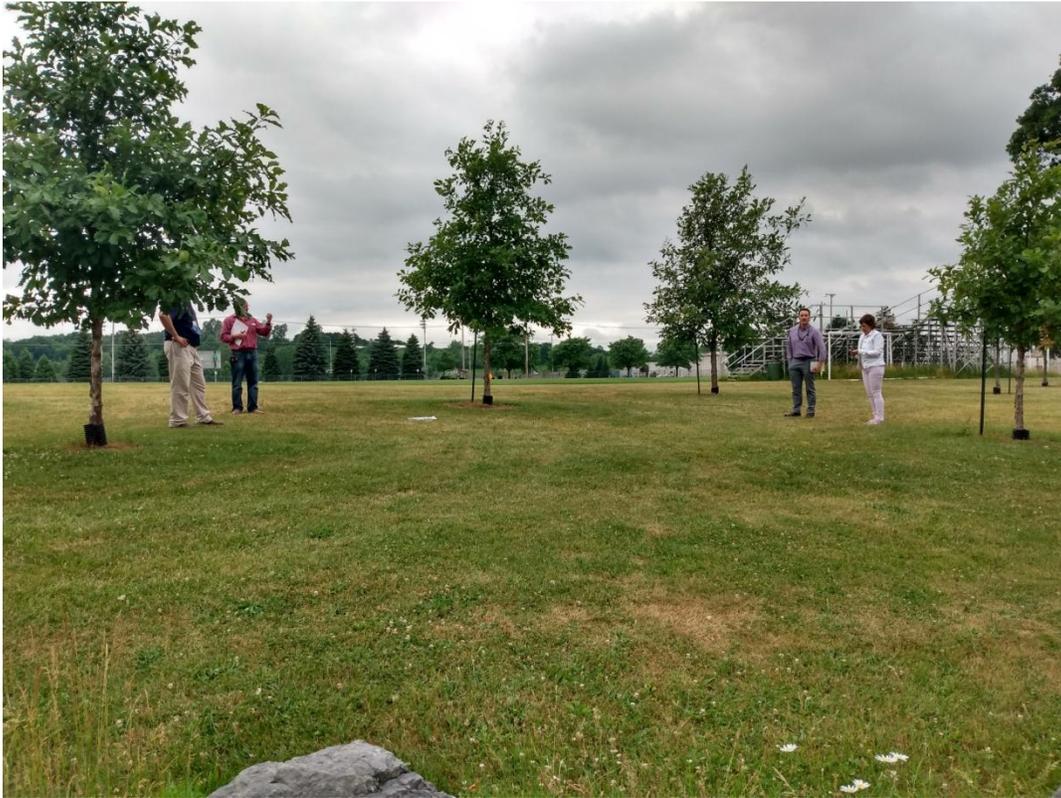


ROOM 305B, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601

TEL: (315) 785-7793

EMAIL: gis@watertown-ny.gov

1 inch = 100 feet



Aronowitz Seating Area Location



Aronowitz Seating Area View

Res No. 9

June 25, 2020

To: The Honorable Mayor and City Council

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

Subject: Requesting the City Police Department to Issue a Permit for Consumption of Alcohol in Designated Areas of Whitewater Park

In an effort to increase available outdoor seating capacity for restaurants, the City Council adopted a resolution on June 15 that requested the City Police Department to issue a permit for the consumption of alcohol in designated areas of Public Square and Thompson Park. Staff has since been approached by the owners of a restaurant near Whitewater Park on Newell Street about the possibility of creating an outdoor dining area in that location as well.

Due to the special COVID-19 regulations, the State Liquor Authority currently allows all licensed establishments to serve alcohol to-go, as long as food is also being purchased. Chapter 75 of the City's Code allows the Police Department to issue a permit to consume alcoholic beverages in public places. By issuing a permit for Whitewater Park, diners will be allowed to purchase to-go food and alcoholic beverages at area restaurants, and enjoy them in the designated areas.

The area proposed to be utilized for this service is the area located in Whitewater Park directly west of 500 Newell Street (Maggie's on the River). The area measures approximately 65' x 120' and is located north of the public parking lot.

Maggie's on the River is willing to provide picnic tables for use by the public. The location of the tables will be based on current social distancing regulations and there will be signs on each table that list rules about the consumption of alcohol, such as permitted times for doing so, a requirement to wear masks when not seated, the restriction of moving tables and the requirement to properly dispose of trash.

The attached resolution requests the City Police Department to approve a permit for a portion of Whitewater Park to allow for open containers in designated areas.

RESOLUTION

Page 1 of 1

Requesting The City Police Department to Issue a Permit for Consumption of Alcohol In Designated Areas of Whitewater Park

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

Total

YEA	NAY

Introduced by

WHEREAS Chapter 75 of the Code of the City of Watertown governs the consumption of alcohol in public places and authorizes the Police Department to issue a permit to consume alcoholic beverages in public places, and

WHEREAS the City Council wishes to support local business by increasing opportunities for outdoor dining within designated areas of Whitewater Park in light of the COVID-19 pandemic, and

WHEREAS the City Council has recently allowed for open containers in designated areas of Public Square and Thompson Park in order to allow for increased outdoor seating capacity, and

WHEREAS the City Council wishes to allow for the consumption of alcohol within designated seating areas of Whitewater Park, specifically a 65' x 120' area located directed west of 500 Newell Street during the hours of 4:00 p.m. and 10:00 p.m. daily,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby requests that the Police Department issue a permit for the consumption of alcohol in Whitewater Park, and

BE IT FURTHER RESOLVED that the alcohol to be consumed in Whitewater Park must be obtained from area restaurants as to-go alcohol only, and

BE IT FURTHER RESOLVED that the consumption of alcohol in Whitewater Park shall be limited to the hours of 4:00 p.m. to 10:00 p.m. daily in the area designated by the City to include the an approximately 65' x 120' grassy area located west of 500 Newell Street and north of the public parking lot.

Seconded by

Res No. 10

June 25, 2020

To: The Honorable Mayor and City Council

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

Subject: Approving Whitewater Park Public Access Limited Use Agreement
With Hole Brothers Holdings, LLC

On February 17, 2015, the City Council adopted a resolution approving the Whitewater Park Public Access Limited Use Agreement with Hole Brothers Holdings, LLC (Hole Brothers). The primary purpose of the agreement was to allow Hole Brothers to utilize a limited portion of the decking and walkway area at Whitewater Park for outdoor customer seating for their restaurant, Maggie's on the River. The original agreement was for a one year period with a one year renewal option. A second agreement, which was approved on May 1, 2017, was also for one year with two one-year renewal options. Both of the one year options were exercised and Reginald Schweitzer, Jr. of Hole Brothers has approached the City about renewing the agreement once again.

In preparing a new agreement for Council consideration, the only modifications to the agreement that are proposed are in Section 10 which modified the term of the agreement to May 1, 2020 through April 30, 2021 and in Section 12 which changed the dates of the two one-year renewal periods.

The Department of State (DOS) assisted with the funding for the improvements in Whitewater Park and their grant agreement with the City states that the City shall not authorize the limited use agreement without first obtaining the approval of the DOS. Staff coordinated the changes with DOS, who supports the renewal of this agreement.

The attached resolution approves the Whitewater Park Public Access Limited Use Agreement with Hole Brothers Holdings, LLC.

RESOLUTION

Page 1 of 1

Approving Whitewater Park
Public Access Limited Use
Agreement With Hole Brothers
Holdings, LLC

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

Total

YEA	NAY

Introduced by

WHEREAS an Agreement with Hole Brothers Holdings, LLC for the limited use of a portion of Whitewater Park has been drafted, and is attached and made part of this resolution, and

WHEREAS the City Council wishes to enter into said Agreement for the reasons recited in the Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves the Whitewater Park Public Access Limited Use Agreement between the City of Watertown, New York, and Hole Brothers Holdings, LLC, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith, is hereby authorized and directed to sign the Limited Use Agreement on behalf of the City Council.

Seconded by

AGREEMENT BETWEEN THE CITY OF WATERTOWN, NEW YORK,
AND HOLE BROTHERS HOLDINGS, LLC

WHITEWATER PARK PUBLIC ACCESS LIMITED USE AGREEMENT

This agreement by and between the City of Watertown, a municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (“the City”), and Hole Brothers Holdings, LLC, a New York limited liability company with principal offices located at 500 Newell Street, Watertown, New York 13601 (“Hole Brothers”):

RECITALS

WHEREAS, the City is the owner of a certain tract, piece or parcel of land in the City of Watertown, State of New York, and more fully described on Attachment A hereto [Parcel 1], upon which is situated a public park known as Whitewater Park (“the Park”); and

WHEREAS, Hole Brothers is the owner of that certain tract, piece, or parcel of land in the City of Watertown, State of New York, and more fully described on Attachment A hereto [Parcel 2]; and

WHEREAS, Hole Brothers owns and operates a restaurant on Parcel 2, which is immediately adjacent to Parcel 1; and

WHEREAS, the City has erected several levels of decking across Parcel 1, to permit public access to the Park, and to view the Black River which flows within close proximity to the northerly boundary of both Parcel 1 and Parcel 2; and

WHEREAS, Hole Brothers has requested permission from the City to utilize a portion of the Park for customer seating for its restaurant, and for servicing customers in an outdoor patio setting; and

WHEREAS, the City recognizes the public benefit of permitting the restaurant to utilize the outdoor decking for the limited purposes described herein, as a means to increase public use and enjoyment of the Park and its scenic overlook, and agrees to permit Hole Brothers to use a portion of the Park in accordance with the terms set forth herein; and

WHEREAS, the City and Hole Brothers acknowledge the provisions of the State of New York’s Agreement for the construction of the Park, set forth at Attachment B hereto (the “Grant Agreement”) and in particular its Appendix A-1, Section X [B], which requires that the City not authorize the operation of the area in question, now identified as the Park, in whole or in part, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the Department of State.

WHEREAS, Hole Brothers recognizes that it may utilize the Park only in a manner which does not detract nor limit public access to the Park for the purposes for which the Park was developed

pursuant to the Grant Agreement with the State of New York, and that any use of same will be at its sole expense, and liability, all as described in the terms set forth herein; and

NOW THEREFORE, the parties hereto, having considered all the benefits and detriments associated with permitted limited usage of a portion of the Park by a private entity, do hereby agree as follows:

AGREEMENT

1. The City grants limited permission to Hole Brothers to use a designated portion of the Park identified as the “Permitted Usage Area” as shown on Attachment “C.”
2. Hole Brothers’ use of the Permitted Usage Area shall be limited to use of the Lower Deck (see designated area on Attachment “C”) erected in the Park, which the parties agree and understand was and is governed by the Grant Agreement and is primarily intended for use by the public to access the Park. This Agreement shall also include Hole Brothers’ use of the “Patio Area” shown on Attachment “C”, a city-owned parcel which is not governed by Grant Agreement. The “Lower Deck” and “Patio Area” shall be regarded as independent use areas in this Agreement.

LOWER DECK USE

3. The City will provide signage adjacent to the two stairways connecting the deck portions of the Park including language identifying both the Upper Deck and Lower Deck as public parks and overlook platforms designed for observing activity on the Black River. The signage may also indicate that a portion of the Lower Deck is open for outdoor restaurant seating from 11:00 a.m. to 1:00 a.m. and may be accessed from the Lower Deck. At no time may restaurant signage or any other advertisement related to the restaurant contain information that would represent to the public that the Hole Brothers is the actual owner of the Lower Deck or any portion thereof.
4. Hole Brothers’ limited use of the Lower Deck shall be limited by the following restrictions:
 - i. Hole Brothers may place outdoor furniture on the Lower Deck, within its Permitted Usage Area, limited to tables and chairs providing seating for no more than twenty (20) people. The Permitted Usage Area will encompass the width of the Lower Deck but will extend no more than eleven (11) feet from the northern edge of Parcel 2, as shown in Attachment C. Hole Brothers shall establish a visual barrier separating the Permitted Usage Area of the Lower Deck from the portion of the Lower Deck designed to serve as the Public Access Route (see Attachment “C”). Such visual barrier may consist of a decorative rope or cord strung between stanchions, or other similar arrangement.
 - ii. Hole Brothers shall be permitted to serve patrons in the Permitted Usage Area, with such service to include food and/or beverages which are common to the menu for the restaurant located on Parcel 2.

iii. Patrons of the restaurant shall be required by Hole Brothers to remain within the Permitted Usage Area of the Lower Deck to consume their food or beverages.

iv. Access from the Park to the restaurant shall be permitted to all members of the public by means of a clear line of access to the entrance to the restaurant adjacent to the Lower Deck. Direct access from the Park to the Permitted Usage Area shall be in conformance with all applicable licensing, and other state and local regulations.

v. Hole Brothers agrees that the restrooms located within the restaurant may be accessed and utilized by members of the public, whether restaurant customers or not, and that no member of the public shall be denied restroom use absent exigent circumstances.

vi. The Permitted Usage Area of the Lower Deck shall be closed to restaurant patrons daily after the hour of 1:00 a.m., and prior to the hour of 11:00 a.m. Patrons who have not finished consuming their food or beverages prior to 1:00 a.m. must nevertheless move to the interior of the restaurant by 1:00 a.m.

PATIO AREA USE

5. The Permitted Usage Area also includes a patio area immediately to the north of the “Public Access Route,” and west of the Lower Deck, which patio area is owned by the City, but is not part of the project governed by the Grant Agreement.

6. The Patio Area may be utilized by Hole Brothers in such manner as, in its discretion, enables it to control the Area premises for purposes of the State’s ABC laws, and which is only specifically related to the operation of the Restaurant

HOLE BROTHERS’ PROMISES

7. In consideration of the Hole Brothers’ use of the Permitted Usage Area on the Lower Deck and Patio Area, Hole Brothers agrees as follows:

i. Hole Brothers agrees that as part of the consideration for their usage of the Park to enhance the restaurant experience for its patrons, it shall continue to maintain the two (2) previously provided picnic tables located on the Upper Deck of Parcel 1, which shall continue to be available for use by the public, separate and apart from any restaurant activity. Hole Brothers shall also continue to maintain the previously provided trash receptacles for refuse disposal on the Upper Deck, and shall be responsible for trash removal on a regular basis. (See Attachment C, indicating the location of the tables to be maintained by Hole Brothers on the Upper Deck of Parcel 1)

ii. Hole Brothers shall provide for cleaning of and removal of refuse from the Permitted Usage Area on no less than a daily basis, and shall not permit refuse to accumulate, or to be tossed or thrown or blown about by its patrons, or to otherwise cause the Park to become littered. Hole Brothers shall provide appropriate refuse containers within the Permitted Usage Area to minimize any potential for litter to be distributed over the Park, or elsewhere, beyond the

Permitted Usage Area. Hole Brothers shall obtain prior approval from the City Engineer for any chemical or cleaning product intended to be used upon the surfaces of the Permitted Usage Area.

iii. Any damage caused by Hole Brothers or its invitees to the Permitted Usage Area shall be repaired or replaced to the original design and the full cost shall be borne by Hole Brothers at the direction of the City Engineer for the City of Watertown.

iv. No alterations may be made by Hole Brothers to the Permitted Usage Area without the prior written consent of the City Engineer and the Department of State, which consent may be withheld for any reason(s) at the discretion of the City Engineer and, if applicable to the Lower Deck, the Department of State.

v. No smoking shall be permitted in the Permitted Usage Area. Violations of the No Smoking policy shall be subject to any and all state, county, City or other governmentally imposed penalties for same.

vi. Hole Brothers assumes all liability, and shall indemnify and hold the City and Department of State harmless, including reimbursement for reasonable attorneys' fees, from and against any and all loss claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of Hole Brothers' operation, use or occupation of the Permitted Usage Area or by or resulting from any act or omission of Hole Brothers, or any of its officers, agents, employees, guests, patrons or invitees.

SERVICE OF ALCOHOLIC BEVERAGES

8. Hole Brothers shall be permitted to serve alcoholic beverages to patrons in the Permitted Usage Area, said service shall be subject to prior permission from the State Liquor Authority, as well as any other regulating agency or division, and obtaining the correct and proper permits. Proof of same shall be provided to the City prior to commencement of the service of alcoholic beverages in the Permitted Usage Area. Hole Brothers shall be deemed by the City to have such control of the Permitted Usage Area as required by the State Liquor Authority to enable Hole Brothers to meet its obligations concerning the sale of alcoholic beverages under any lawfully issued license or permit. Any and all agreements made by Hole Brothers for the sale of alcohol from the restaurant shall also be in compliance with the terms of the City's "ABC Law, Rules and Guidelines" (a copy of which is attached as- Attachment D), as the same may from time to time be amended. Hole Brothers acknowledges that the City is not involved in the sale of alcoholic beverages, and agrees to defend and indemnify the City, including reimbursement of the City's reasonable attorneys' fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to, or statutory duty arising from, the sale of alcoholic beverages.

9. Insurances

i. Hole Brothers shall provide the City with an insurance certificate clearly reflecting that the City is an additional insured on Hole Brothers' policy of *commercial general liability*

insurance or Business Owner's Policy containing minimum coverage of \$100,000 per person and \$500,000 per occurrence, together with property damage insurance in the sum of \$50,000, naming the City as loss payee for damage to City property. Hole Brothers' commercial general liability insurance policy must name the City as an additional named insured without restriction to vicarious liability issues only.

ii. Hole Brothers shall further provide the City with an insurance certificate clearly reflecting that the City is an additional insured on Hole Brothers' policy of *liquor liability insurance coverage* containing minimum coverage of \$1,000,000 individual/\$2,000,000 aggregate.

The above insurance certificates shall include the agreement of the insurer to provide direct notification to the City and to the Department of State at least thirty (30) days prior to cancellation of the required insurances for any reason.

10. Term: This Agreement commences **May 1, 2020**, and shall remain in effect, subject to other terms and conditions, until **April 30, 2021** unless earlier revoked or terminated by the parties. Any one of the signatories to the agreement -- the City, or Hole Brothers --, or the approving authority Department of State, shall have the right to terminate this agreement at any time, for any reason, without proof of cause, and without the requirement of notice, and Hole Brothers accepts said term as a specific condition of being granted this special use of the Permitted Usage Area on the Lower Deck. During any extended period of intended non-usage, exceeding seven (7) calendar days, all personal property of Hole Brothers shall be removed from the Lower Deck, and not reinstalled until the re-commencement of usage. This includes but shall not be limited to any and all tables, chairs, umbrellas, ropes, space heaters, dividers, refuse disposal containers, or other equipment belonging to Hole Brothers.

11. Monthly Fee for Permitted Use: Hole Brothers shall pay to the City the sum of \$250 per month for the duration of this Agreement. Said monthly charge or fee shall be paid to the City on or before the first day of each month. Said funds shall be used by the City for the use, care and maintenance of the Park, or for any City parklands for which support is deemed appropriate, in the City's sole discretion.

12. Renewal Periods: Hole Brothers shall have the opportunity to renew this Agreement, upon the same terms and conditions contained herein, for up to two additional one (1) year periods, beginning on May 1, 2021, by notifying the City, in writing, at least ninety (90) days in advance of the expiration of the annual term, of its intent to renew. All renewals for annual one year periods after April 30, 2023 shall be subject to negotiated terms at such time and shall also be subject to further approval by the Department of State.

13. Miscellaneous

i. The City and Hole Brothers agree that this agreement shall pertain solely to Hole Brothers, as the user of the Permitted Usage Area, and that this permissive use shall not be assigned by Hole Brothers to any person or entity without the City's prior express written

consent and approval of same by the Department of State. Hole Brothers agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

ii. Hole Brothers acknowledges and agrees that public access to the Permitted Usage Area may be restricted or that the Permitted Usage Area may be temporarily closed, by the City, for any reason including, but not limited to, river flooding, maintenance, repair, public safety, major public events, etc. In that event, Hole Brothers agrees that its sole remedy as against the City shall be limited to a pro rata abatement of rent. If this Agreement is cancelled by the City for any reason, with or without cause, Hole Brothers acknowledges and agrees that it shall have no recourse against the City for damages of any kind, whether denominated as direct, incidental, or consequential.

iii. The City and Hole Brothers acknowledge and agree that either party's failure to abide by the terms of this agreement will constitute a sufficient basis for the revocation of the Department of State's approval of any future renewals of the agreement.

iv. The City and Hole Brothers agree that the venue of any legal action arising from a claimed breach of this agreement is in Supreme Court, in and for the County of Jefferson, State of New York. This agreement shall be construed in accordance with the Laws of the State of New York.

v. This agreement sets forth the agreement between the parties and each party acknowledges that there are no promises, agreements, conditions, or understandings, oral or written, express or implied, which are not set forth herein. The invalidity of any severable covenant, condition or provision of this agreement shall not serve to invalidate any other covenant, condition or provision of this agreement, it being the intent of the parties to preserve so much of the terms of the agreement as possible. This agreement may only be extended, renewed or amended upon mutual written consent of the parties, with the prior approval of the Department of State.

vi. All notices required to be given under this agreement shall be in writing and shall be deemed to have been duly given on the date mailed and sent by certified mail, return receipt requested to the City of Watertown: City Manager, 245 Washington Street, Watertown, New York 13601, and Hole Brothers: Reg Schweitzer, Jr., Hole Brothers Holdings, LLC, P.O. Box 397, Chaumont, New York 13622.

IN WITNESS WHEREOF, the undersigned do hereby execute this agreement on behalf of, and with authority to bind, their respective entities, and/or Executive Department agencies, on the dates appearing below their signatures.

CITY OF WATERTOWN

HOLE BROTHERS HOLDINGS LLC

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATED: _____

DATED: _____

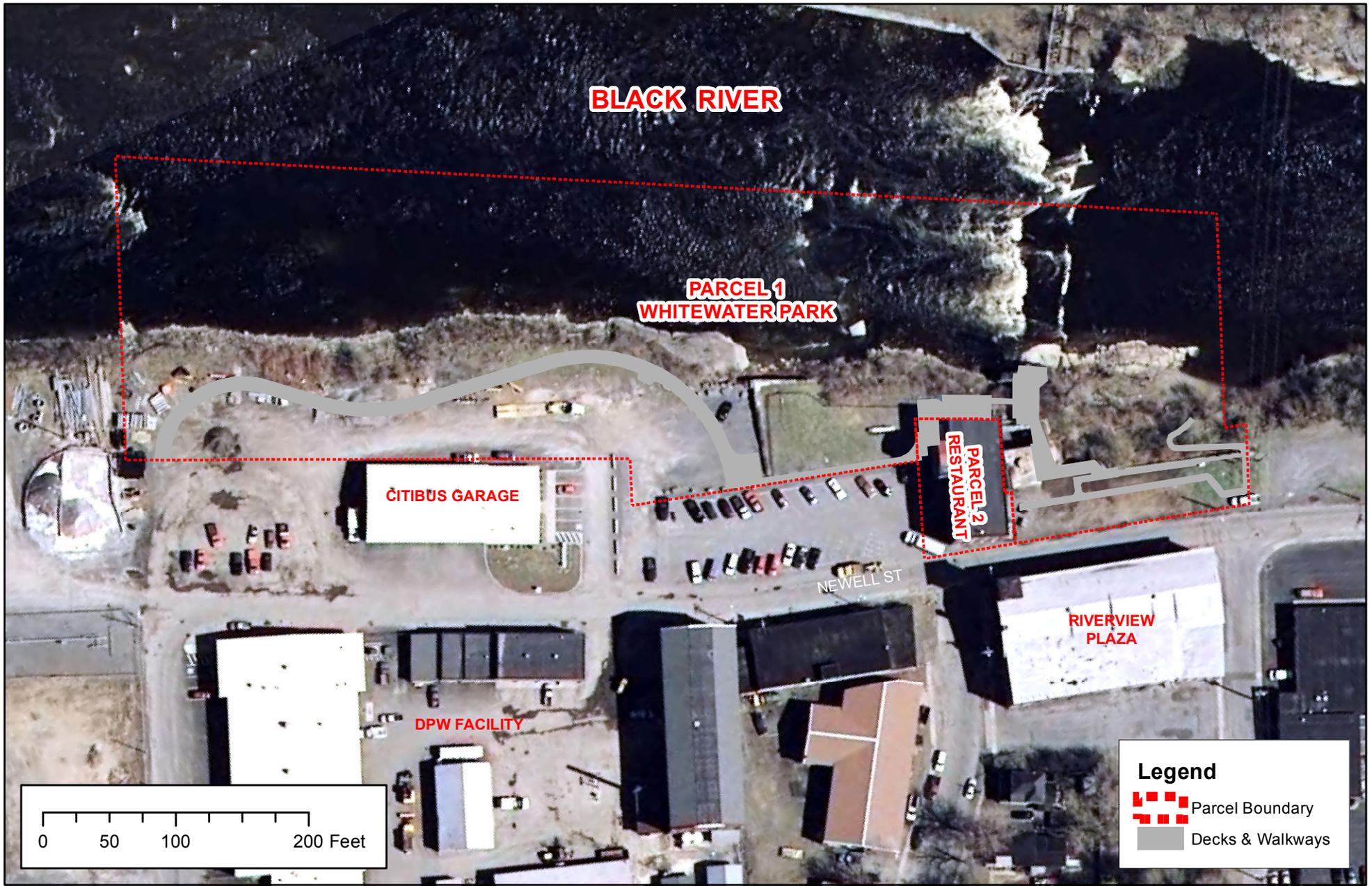
APPROVED by the NEW YORK STATE DEPARTMENT OF STATE:

BY: _____

TITLE: _____

DATED: _____

ATTACHMENT A



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT



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

Drawn By: J. Carlsson

Date: 11/8/2013

Approved By:

Date:

Scale: 1 inch = 100 feet

Map Number: 13-10

Revision:	Description of Revision:	Date:	By:



Project:
WHITEWATER PARK PUBLIC ACCESS
LIMITED USE AGREEMENT

Title:
ATTACHMENT A

ATTACHMENT B

FACE PAGE

STATE AGENCY (Name and Address):

NYS Department of State
41 State Street
Albany, NY 12231-0001

NYS COMPTROLLER'S #:**C006665****ORIG. AGENCY CODE:****19000****CONTRACTOR (Name and Address):**

City of Watertown
245 Washington Street
Watertown, NY 13601

TYPE OF PROGRAM: Environmental Protection
Fund Act - 05 LWRP**STATE SHARE FUNDING AMOUNT FOR
INITIAL PERIOD \$500,000****LOCAL SHARE FUNDING AMOUNT FOR
INITIAL PERIOD \$500,000****FEDERAL TAX IDENTIFICATION NUMBER:**

15-6000419

INITIAL CONTRACT PERIOD:**FROM:** November 1, 2006 **TO:** December 31, 2008**MUNICIPALITY #****APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT****APPENDIX A:** Standard clauses as required by the Attorney General for all state contracts**APPENDIX A1 Including**
Attachments 1, 2, & 3 thereto: Agency-specific clauses**APPENDIX B:** Budget**APPENDIX C:** Payment and Reporting Schedule**APPENDIX D:** Program Workplan**APPENDIX X:** Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

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

Contract No. C006665

CONTRACTOR

City of Watertown

By: [Signature]
Jeffrey E. Graham

(Print Name)

Title: Mayor

Date: 6/14/07

STATE AGENCY:

New York State Department of State

By: [Signature]
Judith E. Kenny

DOS Director of Administration
and Management

Title:

Date: 6/15/07

State Agency Certification

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

ACKNOWLEDGMENT

State of New York)
County of Jefferson)ss:

On this 4th day of April, 2007, before me personally came Jeffrey E. Graham to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 557 Pearl Street, Watertown, NY (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the Mayor (title of officer or employee) of the City of Watertown (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

[Signature]
NOTARY PUBLIC
SONJA C. THOMPSON
Notary Public in the State of New York
Qualified in Jefferson County, No. 4214400
My Commission Expires 9/14/09

ATTORNEY GENERAL:

Title: _____
Date: _____
APPROVED AS TO FORM
NYS ATTORNEY GENERAL
JUN 19 2007
Lorraine A. Remo
LORRAINE I. REMO
SENIOR ATTORNEY

Approved: _____
NYS Office of the State Comptroller
By: _____
Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL
JUL 11 2007
FOR THE STATE COMPTROLLER

STATE OF NEW YORK AGREEMENT

The AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, this AGREEMENT may be extended by up to two Contract Periods not to exceed twelve months each.

To modify the AGREEMENT within an existing PERIOD the parties shall revise or complete the appropriate appendix forms(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A. (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR shall cancel, prior to the effective date of any prospective termination, all outstanding obligations, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

V. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accident and/or injuries to person (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor

Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a

written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX A1

Agency-Specific Clauses

- I. This Agreement has been entered into pursuant to the following understandings:
- A. Title 11 of the Environmental Protection Fund Act provides for State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
 - B. The Department of State (Department) is authorized by such Act to evaluate and determine eligibility of applications for funding of projects.
 - C. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Appendix D, the Department has made a determination of eligibility of funding for Contractor's project under such Act.
 - D. State funds (Funding Amount set forth on the Face Page) for this Project (Appendix D Program Workplan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
 - E. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.
 - F. The 2005 "Request for Applications" required the Applicant to budget for costs associated with training for projects which fall under the following categories: Urban Waterfront Redevelopment, Preparing or Implementing Waterbody/Watershed Management Plans, Making the Most of Your Waterfront, and Completing or Implementing a Local Waterfront Revitalization Program.
 - G. Appendix D, Workplan, states which session(s) and how many employees are to attend said training sessions(s). The Department will notify the Contractor when training session(s) will be held. Prior to the session(s) being held, the Department will advance to the Contractor an amount equal to the cost of the registration fee(s) as defined in Appendix B, Budget. Within two weeks upon receipt of the advance, the Contractor agrees to submit payment for the required registration fee(s) in accordance with the notification letter from the Department. The Contractor agrees to participate in the designated training session(s).
 - H. Failure of the Contractor to transmit the registration fees or attend the training session(s) will result in the withholding of payments in the amount of the advance and could result in this contract being terminated. In no case should the funds allocated for training be used for any other purpose without prior approval of the Department.

II. General

- A. For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise.
- B. The contract period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed.
- C. No liabilities are to be incurred beyond the termination date and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.

- D. The Department shall not be liable for expenses of any kind incurred in excess of the State Funds as set forth on the Face Page, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
- E. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives described in Appendix D in accordance with: provisions of this Agreement; relevant State, federal and local laws, rules and regulations, administrative and fiscal guidelines; where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders and judicial orders.
- F. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format described in Appendix A1, Attachment 1, such forms to be provided Contractor by the Department.
- G. The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Workplan (Appendix D) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.
- H. The Department will provide Contractor with a Quarterly Contractor Report (Appendix A1, Attachment 2) pursuant to the Department's Minority and Women-owned Business Enterprises Program. In the event Contractor utilizes Minority and Women-owned Business Enterprises as discussed in Section XIV in Appendix A1, such report shall be provided to the Department at the address on the Quarterly Contractor Report.
- I. The Contractor shall submit two copies of a "Project Status Report" (Appendix A1, Attachment 3) on a six month basis for the periods ending June 30 and December 31. Reports are due no later than 30 days following the end of each reporting period.

III. Additional Requirements for Construction Projects

- A. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
- B. The State shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
- C. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

- D. It is the Contractor's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The Contractor must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this Agreement, similar proof or waiver from the contractor or subcontractor, and must maintain such documentation on file for audit.

IV. Reports, Documents and Maps

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

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

V. License to use and reproduce documents and other works:

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

VI. Contractors Insurance Requirements

- A. Prior to the commencement of the Work, the Contractor shall file with the Department of State, Division of Coastal Resources, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such Certificate shall be of form and substance acceptable to the Department.
- B. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
- C. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, 41 State Street, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
- D. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
- E. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.

- F. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
- G. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
- H. Unless the Contractor self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
1. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - a. If such insurance contains an aggregate limit, it shall apply separately to this location.
 - b. Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of Contractors Work.
 2. Where the Project described in Appendix D includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 3. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 4. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 5. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of DOS held in their care, custody and/or control.
 6. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.

- I. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1 million.

VII. Property

- A. Pursuant to the provisions set forth in Section V, page 3 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.
- B. Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights -of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such Project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

VIII. Date/Time Warranty

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

IX. Fees

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

- A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.

- B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
- C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.
- D. This provision does not apply to non-residents' fishing and hunting license fees.

X. Alienation

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

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

XI. Subcontracting Requirements

- A. The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Appendix D, subject to prior written approval by the Department of any subcontractor and the terms of any subcontract. Subcontractors shall comply with all applicable requirements of the Agreement between the Contractor and the State.

XII. Compliance with Procurement Requirements

- A. All contracts by municipalities for professional services, all contracts for construction involving not more than \$20,000 and all purchase contracts involving not more than \$10,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to any additional requirements imposed by the State as set forth in Appendix D hereof.
- B. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all construction contracts involving more than \$20,000 and more than \$10,000 for purchase contracts. In the case of construction contracts involving not more than \$20,000, purchase contracts involving not more than \$10,000, and contracts for professional services, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with.

XIII. Requirements for Contract GIS Products (2/04)

A. GENERAL MAP PRODUCT REQUIREMENTS — The following general cartographic requirements must be adhered to by the Contractor:

1. Map Products -- The Division requires delivery of digital map products, unless otherwise specified in the Request for Proposal (RFP), that meet the specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section. If analog map products are required by the RFP, they must meet specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS section.
2. Deliverable Format -- All digital map and attribute table files must be provided in MapInfo Tab file format on Recordable CD or DVD, 3.5" floppy diskette media, external hard drive, via e-mail attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided in ArcInfo/GIS export format (.e00) or ArcView shape file format on the same media types upon approval of the Division. All other digital formats require prior approval of the Division. Coordination with the Division prior to submission of digital media is required to ensure compatibility of the delivered materials.
3. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
4. Map Accuracy -- Unless otherwise stated in the RFP, all deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Division the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
5. Datums -- Unless otherwise specified in the RFP, all map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88).

B. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS — The following cartographic construction requirements must be adhered to by the Contractor:

1. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.

2. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 3. Point Duplication -- No duplication of points that occur within a data string is permitted.
 4. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
 5. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
 6. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
 7. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 8. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.
- C. ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS — The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale stipulated in the RFP. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
1. Base Map Media -- All maps must be created on mylar or other stable base material.
 2. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Division, all maps should be compiled at 1:24,000. If other map scales are approved by the Division, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 3. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
 4. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the GENERAL MAP PRODUCT REQUIREMENTS above and the map scale.

5. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section outlined above.

D. CONTRACT DATABASE STANDARDS

1. Delivery Media — All database and tabular files must be provided on digital media as specified above in Deliverable Format.
2. Software Format – Database and tabular files can be provided in Corel Quattro, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Division.
3. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

XIV. Payment and Records Retention

- A. Payments shall be made as set forth in Appendix C.
- B. The Contractor shall maintain, at its principal place of business, detailed books and accounting records supported by original documentation relating to the incurring of all expenditures, as well as payments made pursuant to this Agreement. The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for a reasonable time following, issuance of the FINAL payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and accounting records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate fiscal books and records for all funds received through the Department pursuant to this Agreement.
- C. During the term of this Agreement and for a period of six years after its termination, the Contractor shall make all such books and records available to the Department and the Office of the State Comptroller, or their designated representatives, for inspection and audit.

XV. Equal Employment Opportunity

The Contractor hereby assures that it is, and shall be for the duration of this Agreement, in compliance with the Federal Equal Employment Opportunity Act of 1972 (Public Law 92-261), as amended.

XVI. Article 15-A of The New York State Executive Law

The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned

business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department, as set forth in Appendix A1, Attachment 2.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract, reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an Equal Employment Opportunity (EEO) Policy Statement to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will undertake or continue existing programs of affirmative action 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, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.
- The contractor will state in all solicitations and advertisements for employees that, in the performance of the state contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will, at the request of the Department, 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 because of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- The contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.

- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.
- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-5741. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.empire.state.ny.us>, double click (left column) on: NY ♡ BIZ (Doing Business in New York); put the cursor over: Small and Growing Business and, from that menu, click on: Minority and Women-Owned Business. From the center column, highlighted in blue, click on the bullet: "Search the Directory of Certified Minority- and Women-Owned Business Enterprises."

The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

XVII. Notice of Public Proceedings

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

XVIII. Submission of all correspondence and documentation

- A. The Contractor agrees to provide the Department with original and two copies of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Appendix D, and payment request documentation as described in Appendix C.
- B. All information as described in A. above shall include the NYS Comptroller's # as indicated on the Face Page of this Agreement.

XIX. Environmental Review

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

XX. Default and Termination

- A. The Department may terminate the Agreement in accordance with the terms and conditions in Section III.
- B. In addition to whatever other reserved rights it has to terminate the Agreement, the Department may terminate the Agreement when it is in the best interests of the State or (1) for cause, (2) for convenience, or (3) due to unavailability of funds.
- C. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
- D. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
- E. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
- F. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

XXI. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement, or amendments thereto, allocates funds totaling \$15,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.
- B. If this Agreement, or amendments thereto, allocates funds totaling more than \$15,000, it shall be deemed to be fully executed when approved by the Office of the State Comptroller.

FINAL PROJECT SUMMARY REPORT

Final payment of the grant is dependent upon the satisfactory completion and acceptance by the Department of State, *Division of Coastal Resources* of this FINAL PROJECT SUMMARY REPORT along with the requisite documentation. In addition to the other requirements of the contract, the grant recipient is responsible to relay the importance, the significance and the value of the completed project to the community, the region and the state through the completion of the report.

The following outline should be used to complete the FINAL PROJECT SUMMARY REPORT:

1. Project Title: _____
2. Name of Municipality: _____
3. Actual Project Costs:
 - a. State funds expended (identify source, eg. EPF, Clean Water/ Clean Air Bond Act, etc.): _____
 - b. Local funds expended: _____
 - c. Other funds expended: _____
4. Project Manager: Name: _____
 Title: _____
 Mailing address: _____

 Tel. number: () _____
 Fax number: () _____
 E-mail address: _____
5. Federal Tax Identification Number: _____
6. Project Background (briefly explain in a short paragraph why this project was necessary, what its value is and/or its importance to the community):
7. Project Work (briefly describe the work that was done to complete the project):
8. Project Descriptions (use the following guidelines to describe the project and please be concise in the description):
 - a. For a Planning Project describe the findings or recommended strategies.
 - b. For a Design Project describe what is to be built.
 - c. For a Construction Project describe what was built.
9. Project Documentation: The Department of State, *Division of Coastal Resources* requires a visual documentation of the Environmental Protection Fund projects. Project products should be visually documented using a 35mm camera or a digital camera. The 35mm color slides and/or digital camera disc should be labeled and dated when submitted along with the completed FINAL PROJECT SUMMARY REPORT.

Visuals should illustrate the final project product and, as appropriate, activities undertaken to complete the project. For example, some projects would call for visuals that include photographs of volunteers participating in a wetland restoration project (planting Spartina); photographs of historical signs markers, kiosks, etc. being placed; or photographs of an artist's rendering of a waterfront design.

Design, planning, and construction projects call for different visual documentation. Therefore, the following guidelines are suggested:

- ☐ For design projects, visuals of renderings and/or graphics that depict the final product.
- ☐ For planning projects, visuals of any graphics, where appropriate, that illustrate the final product.
- ☐ For construction projects, visuals of work in progress and the finished project.

In addition to the 35mm color slides/digital camera disc, a video (vhs format) of the project with a verbal description is desirable but not mandatory. The video may be used in a future documentary.

Project Status Form

RECIPIENT _____ CONTRACT # _____
 PROJECT TITLE _____
 Status Report Date: _____

<u>Task #</u>	<u>Brief Task Description</u>	<u>A/T</u>	<u>Date of Completion</u>	<u>Percent of Completion</u>	<u>Task Accomplishments</u>	<u>Product Submitted to DOS</u>
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JUSTMENTS - Please indicate proposed adjustment(s) to work program/schedule, reason(s) for the proposed adjustment(s), and any other problems encountered during this reporting period:

Person to contact if we have questions about the information provided on this form:

Name: _____ Email Address: _____
 Title: _____ Affiliation: _____
 Phone: _____ Fax: _____

Appendix B

BUDGET SUMMARY

A. Salaries & Wages (including Fringe Benefits)	\$0.00
B. Travel	\$1,750.00
C. Supplies/Materials	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$997,375.00
F. Other	\$875.00
TOTAL PROJECT COST	\$1,000,000.00
Total State Funds (50% of Total)	\$500,000.00
Total Local Share (50% of Total)	\$500,000.00

Appendix B (Budget Detail Sheet)

A. SALARIES & WAGES		
<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>AMOUNT CHARGED TO THIS PROJECT</u>

SUBTOTAL \$0.00

B. TRAVEL
Travel to attend DCR training sessions.

SUBTOTAL \$ 1,750.00

C. SUPPLIES/MATERIALS

SUBTOTAL \$0.00

D. EQUIPMENT

SUBTOTAL \$ 0.00

E. CONTRACTUAL SERVICES	
Downtown Pedestrian Connection	\$618,250.00
[Design: \$150,000.00/Construction: \$468,250.00]	
Hole Brothers Shoreline and Access Improvements	\$199,600.00
[Design: \$30,000.00/Construction: \$169,600.00]	
Route 3 Wave Access Improvements	\$179,525.00
[Design: \$10,000.00/Construction: \$169,525.00]	

SUBTOTAL \$997,375.00

F. OTHER

Training - One staff person to the following training sessions (Registration fee \$125 per person per session):

I-2, Role of Consultants (2 sessions)

I-4, Organization for Implementation of Vision and Capacity Building (1 session)

I-5, SEQR (1 session)

L-1, Grants Administration (1 session)

L-12, Using the Adopted LWRP (2 sessions)

SUBTOTAL \$875.00

APPENDIX C

Payment and Reporting Schedule

I. Payment Schedule

- A. The Department shall make interim advances to the Contractor for registration fees as described in Appendix A1-IG.
- B. The Department shall make interim payments for eligible costs incurred up to an amount not to exceed 90% of the State Share Funding Amount. The final payment will be made upon satisfactory completion of the Project.
- C. Not more frequently than once every 30 days, a properly executed payment request, on forms as prescribed by the Department documenting total project costs incurred to date, may be submitted.
 1. Payment provided above shall be made to the Contractor upon the submission by the Contractor of properly executed payment request. Such request shall contain the following: (1) "Summary Sheet Documentation Forms" as provided by the Department, for reimbursement of actual and eligible expenditures, (2) the required work products, and (3) a properly executed State Voucher.
 2. Payment requests will be reviewed in accordance with the terms and conditions of this Agreement to determine total allowable project costs incurred and the number and percentage of allowable project tasks completed to date. For the purpose of determining the level of reimbursement, otherwise allowable project costs may be reduced if the percentage of task completion is deemed insufficient.
 3. Total allowable project costs, adjusted pursuant to 2. above, will be prorated between State Share and Local Share costs in the same proportions as Total State Share is to Total Local Share as set forth on the Face Page.
 4. Interim payments will be issued in amounts equal to the State Funds calculated in 3. above, less outstanding advance payments.
 5. The final payment will be issued upon receipt and approval of a payment request marked "FINAL" documenting all project costs incurred and tasks completed and submission of the Final Project Summary Report. Such final payment request shall be submitted within 60 days following the ending date of this Agreement.

II. Reporting

- A. Payment requests as described in I.B. above shall be certified by a duly authorized representative of the Contractor as accurately representing such accomplishments and expenses as recorded in the Contractor's accounting records, including, where goods or services are provided by third parties not party to this Agreement, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.

- B. Notwithstanding the above requirements, upon written notification by the Department, the Contractor may be required to submit source documentation and additional verification of allowable expenditures.
- C. Payment requests shall be submitted to:

New York State Department of State
Contract Administration Unit - LWRP
41 State Street - 10th Floor
Albany, New York, 12231-0001

- D. Claimed expenditures per cost category may not exceed the amounts indicated in the Budget, Appendix B, by ten percent (10%) without approval of the Department, provided that the Total Project Cost as set forth in Appendix B, Budget Summary is not exceeded. Any expenditure in excess of such 10% or that changes the State Share or Local Share funding amount shall require an amendment to the Project Budget submitted in writing by the Contractor and approved by the Department. No expenditures shall be allowed for items not set forth in the Project Budget without written approval of the Department.

III. Other

- A. Notwithstanding the submission of timely and properly executed payment requests, the Department shall be under no obligation to make payment for expenditures incurred without the prior Department approvals and/or amendments required under this Agreement and, further, shall have the right to withhold any such payment pending the execution of such approval and/or amendment.
- B. Interest income earned on funds received pursuant to this Agreement shall be used to further the purpose of this Project or shall be deducted from total eligible cost to determine the net eligible costs to be reimbursed by the Department.
- C. The Department shall have the right to conduct on-site progress assessments and reviews of the Project and Contractor's books and records during the life of this Agreement and for a reasonable time following issuance of the FINAL payment. The Contractor shall furnish proper facilities, where necessary or useful, for such access and inspection.
- D. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this Agreement, if found that the Contractor has misrepresented any expenditures or project activities in this Agreement, or in any progress reports or payment requests made pursuant hereto.
- E. The Contractor shall maintain separate fiscal books and records for all funds received through the Department and project activities conducted pursuant to this Agreement, and shall make all such books and records available to the Department, the Office of the State Comptroller, or their designated representatives for inspection and audit for a period of six years following termination of this Agreement.

APPENDIX D

PROGRAM WORK PLAN

Contractor: City of Watertown
Program Contact Person: Christine Hoffman, Downtown Development Specialist
Phone: (Office) (315) 785-7730
(Fax) (315) 782-9014

Design and Construction of Black River Access and Tourism Amenities

1. Project Description

The City of Watertown (the Contractor) will undertake a multi-component project to implement high priority activities identified in the City's draft Local Waterfront Revitalization Program, making the Black River more accessible for boaters, residents and visitors. This design and construction project involves the following three components:

- A) **Downtown Pedestrian Connection** will provide an improved pedestrian connection at Newell Street to the existing Riverwalk, from Public Square and through the "JB Wise" City-owned parking lot. The connection will include: a covered walkway located within the JB Wise parking lot; reconfiguration of the parking lot, including new vehicle entrances/exits from Public Square, Court Street and City Center Drive; and, landscaping, lighting and traffic calming measures. Actual reconstruction of the parking lot will not occur under this grant, but will be addressed in a later phase.
- B) **Hole Brothers Shoreline and Access Improvements** will provide shoreline and related improvements at the "Hole Brothers" site, located off Newell Street approximately one quarter mile from the western end of the Riverwalk, to upgrade boater access and increase visitor/spectator capacity. The improvements will incorporate the ruins of a concrete dam and former turbine building, and include: a stepped trail to the shoreline with trail links to the Riverwalk; removal of unsafe concrete structures along the riverbank; riverbank stabilization - terracing and natural rock seating; and, brush clearing and lighting.
- C) **Route 3 Wave Access Improvements** will improve the Route 3 Wave Access site, located at the eastern edge of the City, to provide boater and spectator access to the river. A design specialist will conduct a study to identify the most feasible and cost-effective ways to improve kayak and spectator access to the eastern side of the Route 3 bridge. The resulting design recommendations will be used to prepare bid packages and construct the recommended access improvements.

Work will advance the City's efforts to capitalize on their waterfront resources, supported by a previous Environmental Protection Fund Local Waterfront Revitalization Program award.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Division of Coastal Resources to the project. The materials must include the following acknowledgment:

“This (document, report, map, etc.) was prepared for the New York State Department of State Division of Coastal Resources with funds provided under Title 11 of the Environmental Protection Fund.”

The Contractor shall erect on the site a sign indicating the source of the grant, as stated in Appendix A-1, Section III A of this contract.

The contributions of the Division of Coastal Resources must also be acknowledged in community press releases issued for the project. Project press releases shall be submitted to the Division of Coastal Resources for review and approval prior to release to ensure appropriate attribution.

The Contractor must submit to the Division of Coastal Resources **three copies** of all written reports and supporting graphics, final design documents, and other printed materials.

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer, or financial administrator for the municipality (Contractor) shall certify to the Division of Coastal Resources that applicable public bidding procedures of General Municipal Law §103 were followed for all construction contracts involving more than \$20,000 and more than \$10,000 for purchase contracts. In the case of construction contracts involving not more than \$20,000, purchase contracts involving not more than \$10,000, and contracts for professional services, the municipal attorney, chief legal officer, or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with.

4. Training

A required component of the Title 11 Environmental Protection Fund program is Contractor participation in a training session or sessions focused on developing and implementing revitalization strategies (Appendix A1-I). The purpose of these training sessions is to build knowledge and provide support to community leaders to advance revitalization efforts and advance grant priorities. The Division of Coastal Resources has determined that the Contractor will attend the following training sessions:

One staff person at:

- I-2, Role of Consultants
- I-4, Organization for Implementation of Vision and Capacity Building
- I-5, SEQR
- L-1, Grants Administration
- L-12, Using the Adopted LWRP

The Division of Coastal Resources will issue advance payment(s) for registration fee(s) to the Contractor, who will issue payment for registration fee(s) in accordance with the notification letter(s) from the Department.

5. Project Components

I. Project Start-Up

Task 1: Initial Project Scoping Meeting

The Contractor, the Division of Coastal Resources (DCR), project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements (including Training required under this contract), roles and responsibilities of project partners, the selection process for procuring consultant services for the project, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during initial project scoping. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 2: Community Training

The Contractor will participate in the Community Training Program as stated in Section 4 above.

Product: Copy of transmittal letter submitting payment for registration fees. Participation in training session(s).

Task 3: Project Advisory Committee

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

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

II. Project Implementation

A) Downtown Pedestrian Connection

Task 1: Request for Proposals for consultant services: downtown pedestrian connection

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to DCR for review and approval prior to release for solicitation of proposals.

Products: Approved RFPs released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 2: Consultant Selection and Compliance with Procurement Requirements

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

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

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

For preparation/certification of final designs and construction documents, and for supervision of construction, a professional engineer or licensed architect/landscape architect is required.

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

The Contractor's procurement record and consultant selection is subject to approval by DCR.

Products: Consultant(s) selected and approved by DCR. Written certification of procurement procedures.

Task 3: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan

with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Draft and final, executed consultant subcontract(s).

Task 4: Project Scoping Session

In consultation with DCR, the Contractor shall hold an initial meeting with the consultant(s), and other project partners as appropriate, to review requirements for the **downtown pedestrian connection**, site conditions, and roles and responsibilities; identify new information needs and next steps; and, transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include:

- project scope
- project area
- project goal and objectives
- existing relevant information
- responsibilities of participants (Contractor, consultant, DCR)
- time frames and deadlines
- expected products

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 5: Site Reconnaissance and Schematic Designs

(a) Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for designs. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site

- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

(b) Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the **downtown pedestrian connection**, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and DCR.

In consultation with the DCR and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Schematic design alternative selected.

Task 6: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative for the **downtown pedestrian connection** including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not

proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design for the **downtown pedestrian connection** based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 9: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates for the **downtown pedestrian connection**. The final design and construction documents shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by an engineer, architect or landscape architect.

Task 10: Permits

After the final design and construction documents for the **downtown pedestrian connection** have been approved by the DCR, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required

permits or approvals. A pre-application meeting with the DCR and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 11: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents for the **downtown pedestrian connection** have been approved by the DCR, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work

plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the DCR that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 12: Construction of downtown pedestrian connection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify DCR monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the DCR tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Reconstruction of the parking lot will not occur under this grant.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the DCR shall verify progress and completion of the work for the **downtown pedestrian connection** through periodic site inspections. The Contractor or its consultant(s) shall submit to DCR written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress and identification of problems to be addressed.

Task 14: Completion of Downtown Pedestrian Connection

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by an engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall submit three copies of As-Built Plans, certified by an engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to DCR, including a copy of the completion statement and a copy of the As-Built Plans. The Contractor shall not

pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to DCR, until DCR concurs that the work on the downtown pedestrian connection is complete.

Products: Statement of completion, certified As-Built Plans, and final project report.

B) Hole Brothers Shoreline and Access Improvements

Task 1: Request for Proposals for consultant services: Hole Brothers shoreline and access improvements

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to DCR for review and approval prior to release for solicitation of proposals.

Products: Approved RFPs released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 2: Consultant Selection and Compliance with Procurement Requirements

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

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

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

For preparation/certification of final designs and construction documents, and for supervision of construction, a professional engineer or licensed architect/landscape architect is required.

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

The Contractor's procurement record and consultant selection is subject to approval by DCR.

Products: Consultant(s) selected and approved by DCR. Written certification of procurement procedures.

Task 3: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Draft and final, executed consultant subcontract(s).

Task 4: Project Scoping Session

In consultation with DCR, the Contractor shall hold an initial meeting with the consultant(s), and other project partners as appropriate, to review requirements for the **Hole Brothers shoreline and access improvements**, site conditions, and roles and responsibilities; identify new information needs and next steps; and, transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include:

- project scope
- project area
- project goal and objectives
- existing relevant information
- responsibilities of participants (Contractor, consultant, DCR)
- time frames and deadlines
- expected products

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 5: Site Reconnaissance and Schematic Designs

(a) Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for designs. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design

- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

(b) Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the **Hole Brothers shoreline and access improvements**, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and DCR.

In consultation with the DCR and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Schematic design alternative selected.

Task 6: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative for the **Hole Brothers shoreline and access improvements** including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to

discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design for the **Hole Brothers shoreline and access improvements** based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 9: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates for the **Hole Brothers shoreline and access improvements**. The final design and construction documents shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by an engineer, architect or landscape architect.

Task 10: Permits

After the final design and construction documents for the **Hole Brothers shoreline and access improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the DCR and the

appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 11: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents for the **Hole Brothers shoreline and access improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the DCR that applicable public bidding procedures of

General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 12: Construction of Hole Brothers Shoreline and Access Improvements

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify DCR monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the DCR tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the DCR shall verify progress and completion of the work for the **Hole Brothers shoreline and access improvements** through periodic site inspections. The Contractor or its consultant(s) shall submit to DCR written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress and identification of problems to be addressed.

Task 14: Completion of Hole Brothers Shoreline and Access Improvements

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by an engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall submit three copies of As-Built Plans, certified by an engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to DCR, including a copy of the completion statement and a copy of the As-Built Plans. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to DCR, until DCR concurs that the work on Hole Brothers shoreline and access improvements is complete.

Products: Statement of completion, certified As-Built Plans, and final project report.

C) **Route 3 Wave Access Improvements**

Task 1: Request for Proposals for consultant services: Route 3 Wave Access Improvements

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to DCR for review and approval prior to release for solicitation of proposals.

Products: Approved RFPs released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 2: Consultant Selection and Compliance with Procurement Requirements

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

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

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

For preparation/certification of final designs and construction documents, and for supervision of construction, a professional engineer or licensed architect/landscape architect is required.

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

The Contractor's procurement record and consultant selection is subject to approval by DCR.

Products: Consultant(s) selected and approved by DCR. Written certification of procurement procedures.

Task 3: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Draft and final, executed consultant subcontract(s).

Task 4: Project Scoping Session

In consultation with DCR, the Contractor shall hold an initial meeting with the consultant(s), and other project partners as appropriate, to review requirements for the **Route 3 Wave Access Improvements**, site conditions, and roles and responsibilities; identify new information needs and next steps; and, transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include:

- project scope
- project area
- project goal and objectives
- existing relevant information
- responsibilities of participants (Contractor, consultant, DCR)
- time frames and deadlines
- expected products

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 5: Site Reconnaissance and Schematic Designs

(a) Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for designs. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

(b) Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the **Route 3 Wave Access Improvements**, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and DCR.

In consultation with the DCR and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Schematic design alternative selected.

Task 6: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative for the **Route 3 Wave Access Improvements** including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design for the **Route 3 Wave Access Improvements** based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 9: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates for the **Route 3 Wave Access Improvements**. The final design and construction documents shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by an engineer, architect or landscape architect.

Task 10: Permits

After the final design and construction documents for the **Route 3 Wave Access Improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the DCR and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 11: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents for the **Route 3 Wave Access Improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the DCR that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 12: Construction of Route 3 Wave Access Improvements

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify DCR monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the DCR tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the DCR shall verify progress and completion of the work for the **Route 3 Wave Access Improvements** through periodic site inspections. The Contractor or its consultant(s) shall submit to DCR written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress and identification of problems to be addressed.

Task 14: Completion of Route 3 Wave Access Improvements

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by an engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall submit three copies of As-Built Plans,

certified by an engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to DCR, including a copy of the completion statement and a copy of the As-Built Plans. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to DCR, until DCR concurs that the work on Route 3 Wave Access Improvements is complete.

Products: Statement of completion, certified As-Built Plans, and final project report.

III. Project Reporting

Task 1: Semi-annual Reporting

The Contractor or its consultant(s) shall submit to the DCR semi-annual reports (every six months) on the form provided, including a description of the work accomplished, any problems encountered, and any assistance needed. The report may be submitted as part of a payment request.

Products: Semi-annual reports during the life of the contract.

Task 2: Measurable Results

The Contractor or its consultant(s) shall work with the DCR project manager to complete the Measurable Results Form. Final payment shall not be authorized until the Measurable Results Form has been completed and filed with project deliverables.

Products: Completed Measurable Results Form.

6. Project Management Responsibilities

For this project, the primary contact for the Contractor is Christine Hoffman, Downtown Development Specialist, or her representative or successor. The primary contact shall administer the grant, execute a contract with DCR, and ensure the completion of work in accordance with the approved Work Plan. Unless otherwise specified in the Project Description or under Project Components, the Contractor and/or its approved consultant(s) or subcontractor(s) shall conduct all work as described in the component tasks.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the DCR.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the DCR that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the DCR for any and all consultant subcontracts before beginning project work.

- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the DCR informed of all important meetings for the duration of this contract.
- will receive approval from the DCR before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced reflect the Division of Coastal Resources logo, feature the Secretary of State and the Governor, and acknowledge the contributions of the Division to the project.
- will ensure that all products prepared as a part of this agreement shall include the NYS Comptroller's Contract # as indicated on the Face Page of this Agreement.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the DCR and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the DCR will not be reimbursed unless and until the DCR finds the work or products to be acceptable.
- will participate, if requested by DCR, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Division of Coastal Resources:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project scoping and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve any and all design, site plan, and preconstruction documents before construction may begin.

APPENDIX X

Agency Code: 19000
Contract Period: _____

Contract No.: C006665
Funding for Period: \$500,000

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office at 41 State Street, Albany, New York, 12231 (hereinafter referred to as the STATE), and City of Watertown (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C006665, as amended above and in attached Appendice(s) _____.

Terms and conditions of this amendment are subject to continued availability of funds for this contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

By: _____

(print name)

By: _____

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

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

State of New York)
County of _____)ss:

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the _____ (title of officer or employee) of the _____ (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

NOTARY PUBLIC

Approved:
Thomas P. DiNapoli
State Comptroller

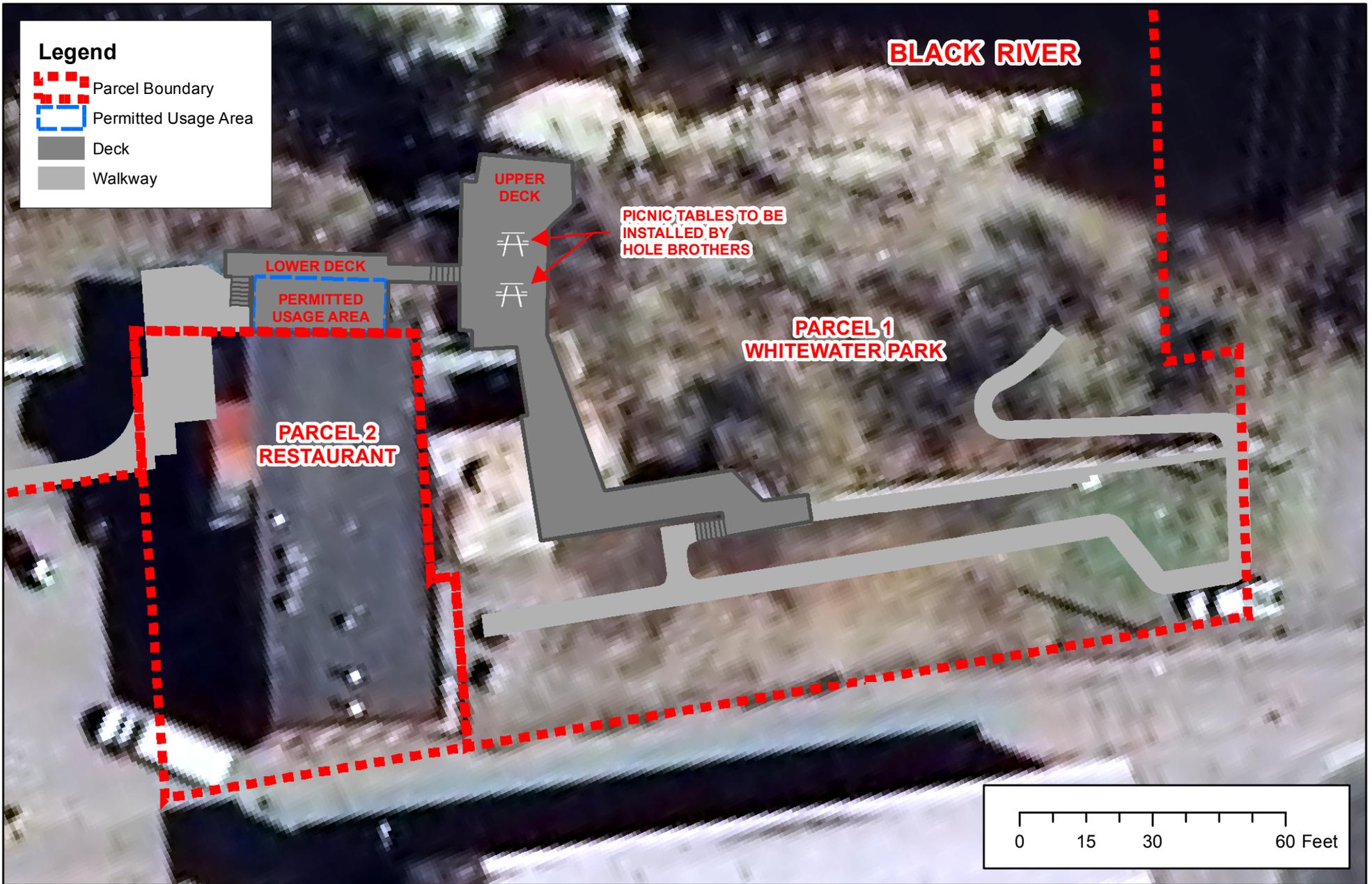
By: _____

Date: _____

ATTACHMENT C

Legend

-  Parcel Boundary
-  Permitted Usage Area
-  Deck
-  Walkway



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT



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

Drawn By: J. Carlsson

Date: 11/8/2013

Approved By:

Date:

Scale: 1 inch = 30 feet

Map Number: 13-10

Revision:	Description of Revision:	Date:	By:



Project:
WHITEWATER PARK PUBLIC ACCESS
LIMITED USE AGREEMENT

Title:
ATTACHMENT C

ATTACHMENT D

ABC Law Rules and Guidelines

- You must provide the City of Watertown with a copy of your license certificate at least 24 hours before the start of your event.
- You as the licensee are responsible for the activities of employees and patrons in all parts of the licensed premises, even if you are not always physically present, to ensure that the business is operating in accordance with the ABC Law.
- Your license certificate must be displayed so that it is in a conspicuous place inside the premises near the point of sale. Copies of the certificate for posting purposes are not acceptable.
- If you wish to make any changes in the structure of your corporation, or if you wish to change the individuals on the license, you must file the appropriate application and obtain approval from the Authority before making these changes.
- Appropriate books and records detailing purchases with invoices and the amount of each sale must be maintained at the premises and made available for inspection by SLA investigators.
- Bartenders, waitresses, waiters, hostesses and/or any persons who handle and receive payment for alcoholic beverages must be at least 18 years old.
- Bus persons and dishwashers who handle containers which have held alcoholic beverages must be at least 16 years old and must be directly supervised by someone at least 21 years old.
- According to Section 260.21 of the Penal Law, persons under the age of 16 must be accompanied by a parent or guardian to enter an on premises establishment.
- Alcoholic beverages must be consumed on the premises.
- Hours of sale are determined by the closing hours in the county where your establishment is located and your license/permit. Be sure you know the proper hours.
- You must have a valid bond in effect at all times.
- Purchases of alcoholic beverages must be made from duly licensed manufacturers and wholesalers. Purchases from retail stores or from any other retail licensee for resale are not permitted.
- Gambling of any type, either professional or social, is not permitted on any licensed premises. Exceptions are the sale of lottery tickets when licensed by the Division of the Lottery and bingo or games of chance when authorized by the State Racing and Wagering Board.
- Refilling or tampering with the contents of any container containing alcoholic beverages is not permitted.

- An alcoholic beverage must be dispensed from the container in which it was received from the wholesaler.
- Any plans to make major physical changes or to substantially alter the licensed premises in any way may require permission from the authority prior to construction.
- Patrons may consume drinks purchased before closing hours up until one-half hour after the legal closing hours.
- To prevent sales to minors, ask for proof. It is a crime to give or sell alcoholic beverages to anyone under the age of 21. You should instruct your employees to check for proof of age before selling any alcoholic beverages. Acceptable documents for identification:
 - Valid New York State driver's license or a valid driver's license from any other state or Canada.
 - Valid identification issued by the New York Department of Motor Vehicles (non-Driver ID card).
 - Valid United States military identification.
 - Valid passport or visa from the United States government or any other country.

<p>College ID OR Sheriff's ID Cards are <i>NOT</i> acceptable Proof of Age.</p>
--

- Have a written policy on what you expect from employees when making alcoholic beverage sales and post the policy for all employees to see.
- Post a "Date Born After" sign in close proximity to all cash registers.
- Establish an ongoing training and education program for all employees.
- Be sure your bartenders, wait staff and clerks understand that they can be arrested for selling alcoholic beverages to minors and/or intoxicated people.
- Support your employees when they refuse to make a sale.
- Encourage responsible drinking when advertising your establishment. Do not use advertising and/or promotions which are designed as inducements for teenagers to drink.

Recognize the signs of intoxication

Slurred speech

Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling

Ord No. 1

June 29, 2020

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance Amendment – Court Street Bridge Rehabilitation and Coffeen and Massey Streets Resurfacing Project

Included in tonight's agenda was a resolution to approve a supplemental agreement with Fisher Associates for the right-of-way incidentals and acquisitions related to the Court Street Bridge rehabilitation and Coffeen and Massey Streets resurfacing project. If the resolution was approved, City Council needs to consider amending the bond ordinance to finance the project to include the right-of-way and construction phases. A summary of estimated costs is as follows:

Engineering (Fisher Associates)	\$ 402,000	
-Supplemental Agreement #1	101,000	
-Supplemental Agreement #2	<u>200,000</u>	\$ 703,000
Construction estimate		6,925,000
Bonding Fees and Contingency		<u>22,000</u>
Total Estimated Cost		<u>\$ 7,650,000</u>

ORDINANCE

Page 1 of 6

An Ordinance Amending the Ordinance Dated June 4, 2018, as Amended July 15, 2019, Authorizing the Issuance of \$525,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Expand the Purposes Financed to Include Construction and Right-of-Way Acquisitions, to Increase the Period of Probable Usefulness to Fifteen Years, to Increase the Estimated Maximum Cost to \$7,650,000, and to Increase the Amount of Bonds Authorized to \$750,000 to Pay for a Portion of Such Cost

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 July 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 Council Member _____, who moved its adoption, seconded by Council Member _____, to wit:

BOND ORDINANCE DATED JULY 6, 2020.

WHEREAS, by ordinance dated June 4, 2018 as amended July 15, 2019 (the "Prior Bond Ordinances"), the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$525,000 bonds of said City to pay the design cost of the rehabilitation of Court Street Bridge and Massey Street and Coffeen Street resurfacing, in and for the City of Watertown, Jefferson County, New York, including, demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, a specific object or purpose, at an estimated maximum cost of \$525,000, in and for the City of Watertown, Jefferson County, New York; and

ORDINANCE

Page 2 of 6

An Ordinance Amending the Ordinance Dated June 4, 2018, as Amended July 15, 2019, Authorizing the Issuance of \$525,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Expand the Purposes Financed to Include Construction and Right-of-Way Acquisitions, to Increase the Period of Probable Usefulness to Fifteen Years, to Increase the Estimated Maximum Cost to \$7,650,000, and to Increase the Amount of Bonds Authorized to \$750,000 to Pay for a Portion of Such Cost

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

YEA	NAY

WHEREAS, no obligations have been issued under the Prior Bond Ordinances; and

WHEREAS, the Council now wishes to (i) expand the scope of the aforesaid specific object or purpose to include design, right-of-way acquisition, and construction costs for the rehabilitation of Court Street Bridge and the resurfacing of Massey Street and Coffeen Street, in and for the City of Watertown, Jefferson County, New York, including, demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, (ii) increase the period of probable usefulness of the class of objects or purposes described in the Prior Bond Ordinances to fifteen years pursuant to subdivision ninety-one of paragraph a of Section 11.00 of the Local Finance Law, (iii) increase the estimated maximum cost of the aforesaid specific object or purpose to \$7,650,000, and (iv) authorize the issuance of bonds from \$525,000 to \$750,000, an increase of \$225,000 over that previously authorized, to pay for a portion of said estimated maximum cost; NOW, THEREFORE,

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

Section A. The title and Sections 1, 2 and 3 of the ordinance of this Council dated and duly adopted June 4, 2018, as amended July 15, 2019, authorizing the issuance of \$525,000 bonds to pay the design cost of the rehabilitation of Court Street Bridge and Massey Street and Coffeen Street resurfacing including incidental expenses in connection therewith, a specific object or purpose, at an estimated maximum cost of \$525,000, in and for the City of Watertown, Jefferson County, New York, are hereby amended, in part, to read as follows:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$750,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY A PORTION OF THE \$7,650,000 ESTIMATED MAXIMUM COST OF THE DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION COSTS FOR THE REHABILITATION OF COURT STREET BRIDGE AND THE RESURFACING OF MASSEY STREET AND COFFEEN STREET, IN AND FOR SAID CITY.”

ORDINANCE

Page 3 of 6

An Ordinance Amending the Ordinance Dated June 4, 2018, as Amended July 15, 2019, Authorizing the Issuance of \$525,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Expand the Purposes Financed to Include Construction and Right-of-Way Acquisitions, to Increase the Period of Probable Usefulness to Fifteen Years, to Increase the Estimated Maximum Cost to \$7,650,000, and to Increase the Amount of Bonds Authorized to \$750,000 to Pay for a Portion of Such Cost

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 estimated maximum cost of the design, right-of-way acquisition, and construction costs of the rehabilitation of Court Street Bridge and the resurfacing of Massey Street and Coffeen Street, in and for the City of Watertown, Jefferson County, New York, including, demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, there are hereby authorized to be issued \$750,000 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 specific object or purpose is \$7,650,000 and that the plan for the financing thereof is by the issuance of the \$750,000 bonds of said City authorized to be issued pursuant to this bond ordinance, together with such bonds which may be authorized by the Council in future bond ordinances or funds available for such purpose; provided however, that the amount of bonds to be issued shall be reduced by the amount of any federal or State grant funds received therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision ninety-one of paragraph a of Section 11.00 of the Local Finance Law, as each item has a period of probable usefulness of at least fifteen years, pursuant to subdivisions ten, twenty, or twenty-one of paragraph a of Section 11.00 of the Local Finance Law.”

Section B. 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 ordinance 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.

ORDINANCE

Page 5 of 6

An Ordinance Amending the Ordinance Dated June 4, 2018, as Amended July 15, 2019, Authorizing the Issuance of \$525,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Expand the Purposes Financed to Include Construction and Right-of-Way Acquisitions, to Increase the Period of Probable Usefulness to Fifteen Years, to Increase the Estimated Maximum Cost to \$7,650,000, and to Increase the Amount of Bonds Authorized to \$750,000 to Pay for a Portion of Such Cost

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

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

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 July 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.

I FURTHER CERTIFY that, [please check one below]

(1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, or

(2) due to the COVID-19 pandemic, said meeting was held remotely by conference call, video conference, or other similar means in accordance with the requirements set forth in Executive Order 202.1, as amended.

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

ORDINANCE

Page 6 of 6

An Ordinance Amending the Ordinance Dated June 4, 2018, as Amended July 15, 2019, Authorizing the Issuance of \$525,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Expand the Purposes Financed to Include Construction and Right-of-Way Acquisitions, to Increase the Period of Probable Usefulness to Fifteen Years, to Increase the Estimated Maximum Cost to \$7,650,000, and to Increase the Amount of Bonds Authorized to \$750,000 to Pay for a Portion of Such Cost

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

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 Noticed 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 July ____, 2020.

City Clerk
(CORPORATE SEAL)

Seconded by:

Tabled

June 30, 2020

To: The Honorable Mayor and City Council

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

Subject: Finding That Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business Will Not Have a Significant Impact on the Environment

At its May 5, 2020 meeting, the City Planning Board adopted a motion recommending that the City Council change the approved zoning classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business. The City Council held a public hearing on the request on Monday, June 1, 2020.

At the June 1, 2020 meeting, the City Council tabled action on the State Environmental Quality Review (SEQR) resolution citing the need for additional information to determine the environmental impact of not only the zone change, but the special use permit and proposed site plan.

The applicant has communicated his intention to submit a site plan to the Planning Board for consideration at its August 4, 2020 meeting. It is therefore recommend that the resolution remain on the table.

RESOLUTION

Page 1 of 2

Finding That Changing the Approved Zoning Classification of 1348, 1352, and 1356 Washington St., Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business Will Not Have a Significant Impact on the Environment

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

Council Member Ryan J. Henry-Wilkinson

WHEREAS the City Council of the City of Watertown, New York, has before it an Ordinance for the zone change application submitted by Michael Altieri, P.E., of BCA Architects & Engineers, on behalf of Sundus and Sarah, LLC, to change the approved zoning classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business, and

WHEREAS the applicant’s clients wish to redevelop the subject parcels into a future mixed-use retail, professional services and apartment space, and

WHEREAS the City Council must evaluate all proposed actions submitted for its consideration in light of the State Environmental Review Act (SEQRA), and the regulations promulgated pursuant thereto, and

WHEREAS the approval of the Zone Change, as well as a Special Use Permit and Site Plan Approval for the proposed future mixed-use development, consisting of retail, professional services, apartment space and parking would all constitute such an “Action,” and

WHEREAS the City Council has determined that changing the zoning classification of this property and the proposed future mixed-use retail, professional services and apartment space constitute an Unlisted Action as that term is defined by 6NYCRR Section 617.2 (ak), and

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

WHEREAS to aid the City Council in its determination as to whether the proposed zone change and proposed future development will have a significant impact on the environment, Part 1 of a Short Environmental Assessment Form has been prepared by the applicant, a copy of which is attached and made part of this Resolution,

RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of 1348, 1352, and 1356 Washington St., Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business Will Not Have a Significant Impact on the Environment

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

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

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

Seconded by Council Member Jesse C.P. Roshia

Tabled

June 30, 2020

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business

A request has been submitted by Michael Altieri, P.E., of BCA Architects & Engineers for the above subject zone change request. The Planning Board reviewed the request at its May 5, 2020 meeting and adopted a motion recommending that City Council approve the zone change request as submitted.

The City Council held a public hearing on the request on Monday, June 1, 2020. At that meeting, the City Council tabled action on the zone change ordinance and the State Environmental Quality Review (SEQR) resolution citing the need for additional information to determine the environmental impact of the entire project which includes not only the zone change, but the special use permit and proposed site plan.

According to Section 83 of New York State General City Law, when the City receives a Zone Change Request, the City Council must render a decision within 90 days of receipt. The intent of this is to provide a timely response out of fairness to the applicant. In this case, the applicant submitted the request on April 15, 2020, meaning that the 90-day deadline would occur on July 14, 2020. However, it is permissible to waive the deadline by mutual consent of the applicant and the City Council.

Mr. Altieri submitted a letter to Staff dated June 30, 2020 requesting an extension and indicating his intent to submit a site plan to the Planning Board for consideration at its August 4, 2020 meeting. This letter is sufficient to serve as the applicant's consent to waive the 90-day deadline. While City Council does not need to adopt a Resolution to establish its consent, it is important to acknowledge this extension verbally for the record when the Council reaches this item on the agenda.

It is therefore recommend that the ordinance remain on the table, by mutual consent of the applicant and City Council.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000 and 14-21-108.000 from Residence B to Neighborhood Business

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

Total

YEA	NAY

Introduced by

Council Member Ryan J. Henry-Wilkinson

BE IT ORDAINED where Michael Altieri, P.E., of BCA Architects & Engineers, has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law, to change the approved zoning classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its May 5, 2020 meeting and adopted a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on June 1, 2020, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zone change according to the requirements of SEQRA, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 shall be changed from Residence B to Neighborhood Business, and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect the zone change, and

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

Seconded by Council Member Lisa A. Ruggiero



BCA ARCHITECTS & ENGINEERS

June 30, 2020

**Honorable Mayor and City Council
Engineering Department, Room 305
245 Washington Street
Watertown, NY 13601**

**Re: Sundus and Sarah LLC
Zone Change Application Extension Request
BCA Project No. 2019-110**

Dear Honorable Mayor and City Council:

We are writing you regarding the Zone Change Application proposed for 1348, 1352 and 1356 Washington Street. At their June 1st meeting the City Council tabled the Zone Change Application requesting a full site plan application that fully details the proposed project. We would like to formerly request an extension of the consideration of this Zone Change Application in order to submit a full Site Plan Application for consideration by the City Planning Board. This application is planned for submission for the Board's August 4th, 2020 Meeting.

Please feel free to contact me personally with any questions or concerns.

Very truly yours,

BCA ENGINEERS & ARCHITECTS

Michael D. Altieri, P.E.
Principal/Civil Engineer

Cc: Dr. Abdul Latif – Sundus and Sarah LLC
File

July 1, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Engineering Department Positions

We've been informed that one of our Civil Engineer I's will be leaving the City for other employment. Michael Delaney, City Engineer is requesting the authority to hire a Secretary instead of filling the Civil Engineer I position.

The Engineering/Planning Secretary position was eliminated in the 2020/21 Budget. It became vacant with a retirement in April. The Secretary in Code Enforcement has been serving as the Secretary for the three offices. Mr. Delaney has found that clerical work is backing up and feels he has a greater need for a Secretary.

The cost, including benefits, of the Civil Engineer I is \$ 80,600. The cost of a Secretary will be \$ 52,000.

I support Mr. Delaney's proposal. If the City Council concurs, a budget amendment will be prepared for your consideration at the next meeting.

June 30, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Sale of Shepard Purchase Parcels

Albert E. Gault, 286 Barben Avenue, has submitted an offer to purchase an adjoining vacant parcel known as 13 Shepard Purchase. He is offering \$100 and wants the assessment reduced. Its assessed value is \$2,050. See his attached letter.

A letter was sent to all abutting property owners to determine whether there is other interest in acquiring the parcel. No response was received.

Sidney A. Pond, 1141 Holcomb Street, has also submitted an offer for \$100 to purchase a vacant parcel that is adjacent to his home known as 14 Shepard Purchase. Its assessed value is \$1,000. See his attached letter.

A letter was also sent out to property owners abutting this parcel and no response was received.

These two parcels are next to each other and are shown on the attached map.

I recommend that the City Council consider private sales for these two parcels, because of the apparent lack of interest from other adjoining property owners and the difficulty anyone else would have accessing them. They should be sold with the condition that they be combined with their respective home parcels by way of a deed filed in the County Clerk's office. We will also require an easement for the sewer that runs through No. 14.

We cannot promise a certain assessment, but the combining of the parcels will have the effect of reducing it.

If the City Council agrees with disposing of these parcels by private sale and finds the offers acceptable, resolutions can be prepared for the next meeting.

286 Barben Avenue
Watertown, NY 13601

June 19, 2020

Mr. Kenneth A. Mix, city manager
City of Watertown
245 Washington Street
Watertown, NY 13601

Dear Mr. Mix:

Thank you for your email of Thursday, June 18, 2020, regarding my inquiry about purchasing the vacant, wooded, landlocked parcel at 13 Shepard Purchase from the city of Watertown.

As I said in my original letter to then-City Manager Finn on September 9, 2019: "The parcel is of little value to me and of no value to anyone else. Indeed, the previous owner, John A. Haley, appears to have let it go because to him it wasn't worth the \$63 in unpaid taxes. However, merely because it exists, I offer to buy it for \$100.00."

I included in that proposal that the assessment be reduced from \$2,050 to \$100. I'd be satisfied now if the assessment matched that of a neighboring parcel, 14 Shepard Purchase, at \$1,000.

If these terms are unacceptable to the City Council, I'm willing to consider a counterproposal. However, the land appears to have been exempt from taxes for a decade, and quickly getting it and its neighbor – through the proposed transfer of ownership to Sid and Jean Pond – appears to me in the city's best interest.

Thank you for your consideration. I look forward to hearing from you.

Sincerely,

Albert E. Gault

Sidney A. Pond II
Jean C. Pond
1141 Holcomb Street
Watertown, NY 13601

June 30, 2020

Kenneth Mix
City Manager
245 Washington Street, Room# 302
Watertown, NY 13601

Dear Mr. Mix,

We would like to propose the sale of "Shepard-Purchase land Lot# 14-16-21300" owned by the City of Watertown to us (Sidney A. Pond II and Jean C. Pond) for \$100.00.

Thank you for your consideration!

Sidney A. Pond II

Sidney A. Pond II

Jean C. Pond

Jean C. Pond

June 30, 2020

To: The Honorable Mayor and City Council

From: The Complete Streets Committee
(Geoffrey Urda, Planner; Michael Delaney, City Engineer; Patrick Keenan, Superintendent of Public Works; Charles Donoghue, Police Chief; Matthew Roy, Human Resources Manager)

Subject: Pleasant Street North – Summary of Outreach

At the March 2, 2020 City Council meeting, Staff presented Council with a recommendation to narrow the curb-to-curb width of Pleasant Street North from 28 to 26 feet as part of an upcoming curbing and resurfacing project. The Complete Streets Committee previously vetted the project for improvement opportunities pursuant to the City's adopted Complete Streets Policy and noted that Pleasant Street North is an entirely residential, low-volume street that is not a natural route for through traffic and would not experience significant use beyond its own residents. It is therefore an excellent candidate for a slight reduction in width.

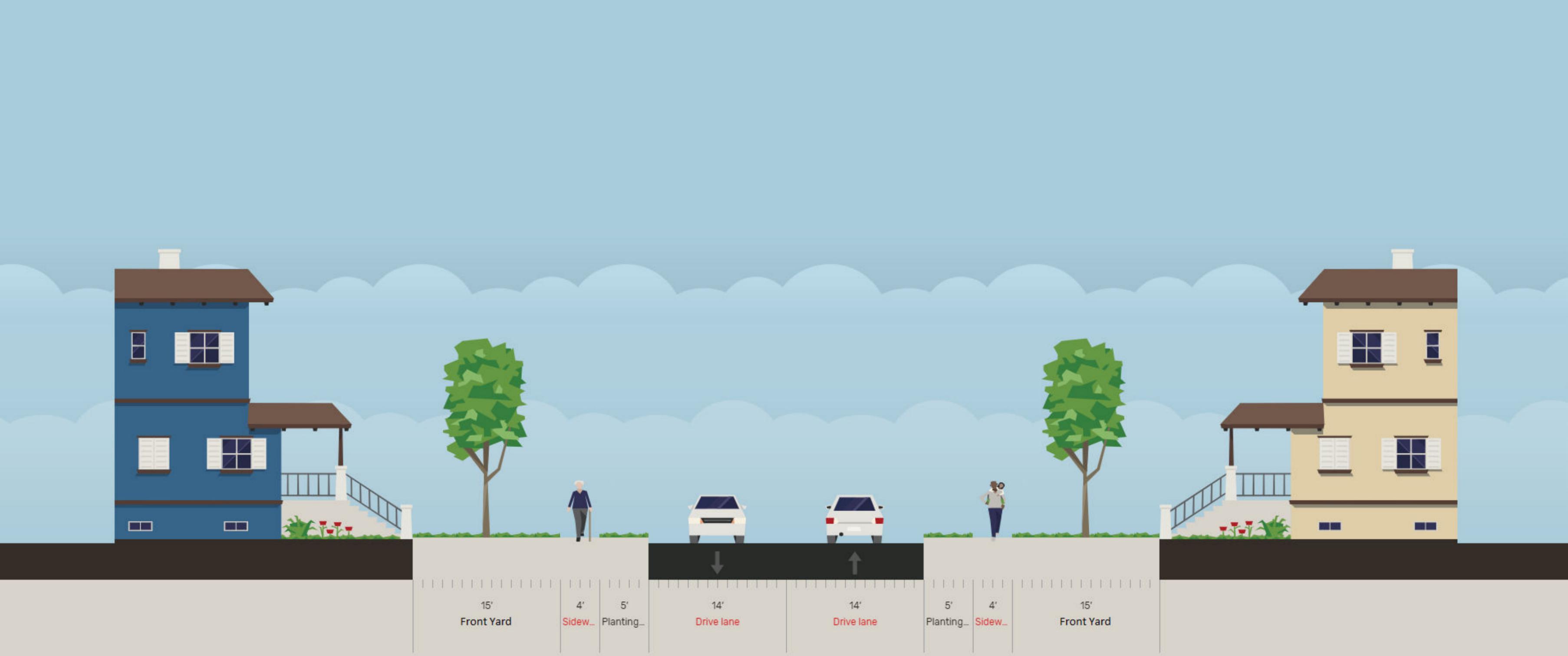
The two major benefits of the proposed narrowing are that when Pleasant Street North next comes up for sidewalk replacement, there would be enough space within the right-of-way to install five-foot wide sidewalks while preserving a five-foot margin and that a narrower curb-to-curb width is a traffic-calming mechanism that would encourage slower vehicular speeds.

The Council directed Staff to reach out to property owners on Pleasant Street North to solicit their opinions on the proposal. Staff mailed letters to every property owner on the street, 38 in total, and received two phone calls. Both were from owners whose properties were outside of the project limits, on the segment of Pleasant that is north of Gill Street, where the street width is already substantially narrower. Once informed that their segment of the street would not be narrowed further, neither caller expressed any objections to the project.

With no objections to the project, Staff now proposes moving forward with the proposed width reduction as part of the project.

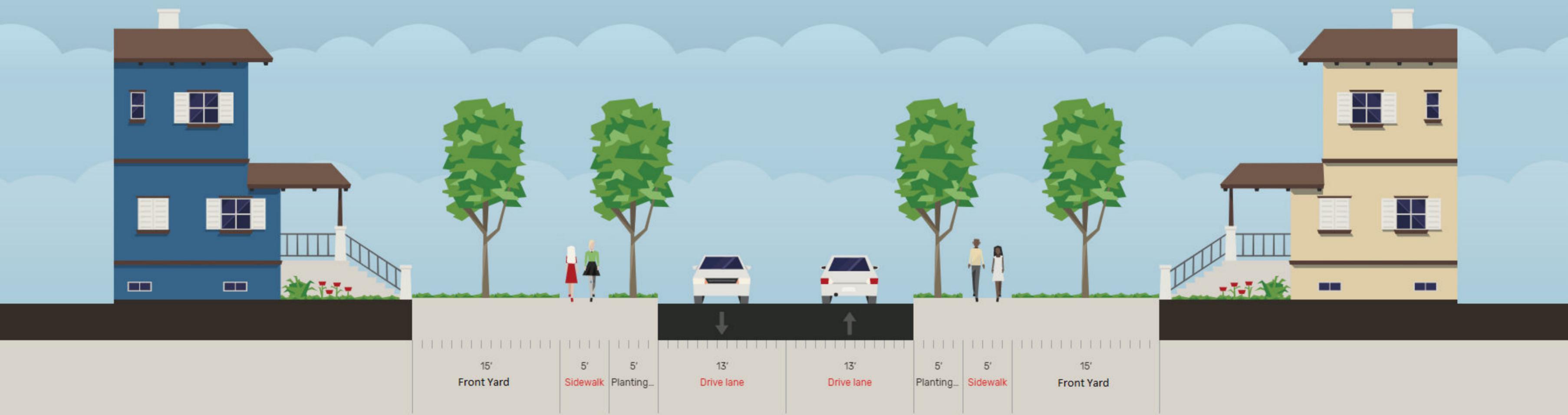
Pleasant Street North (existing)

76' width Add location



Pleasant Street North (proposed)

76' width Add location



June 30, 2020

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Community Development Block Grant CARES Act Funding

As the City Council is aware, the City of Watertown has been allocated \$541,672 in Community Development Block Grant (CDBG) funding through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) that was recently authorized to respond to the effects of the ongoing public health crisis. In order to access the funds, the City will have to develop a plan that describes the proposed uses of the funding, describes how the activities are an eligible use of CDBG funds and how they meet a HUD national objective.

At the June 1, 2020 meeting, Staff discussed the program and the City Council gave direction as to the types of projects that they would like to see funded. The Council indicated a strong desire to fund infrastructure projects and public service projects such as funding for local food pantries. After evaluating various projects, Staff is proposing the following projects for consideration by the Council:

Grant Street Sidewalk Replacement	\$350,000
Thompson Park ADA Ramp Construction	\$60,000
N. Hamilton Street Playground Basketball Court	\$15,000
Watertown Urban Mission Food Pantry	\$25,000
Community Action Planning Council Food Pantry	\$25,000
Watertown City School District Food For Families Program	\$25,000
Salvation Army Food Pantry	\$25,000
Program Administration	\$16,672
Total	\$541,672.00

Grant Street Sidewalks

This project involves the construction of 5' wide sidewalks on Grant Street between Main Street East and Henry Street. It would replace the existing sidewalks and would create new ones on a small portion of the east side of the 600 Block of Grant Street where there is currently a gap in the sidewalk network. The project is located in one of our CDBG

target areas and is a main route from the surrounding neighborhood to Starbuck School. The project would be very impactful in this neighborhood as it would be paired with the curbing and street paving already planned by the Department of Public Works. It would implement Safe Routes to School improvements and would also complement the Tilden Street sidewalk work planned for next spring as part of our 2020 CDBG Annual Action Plan.

Thompson Park ADA Ramp Replacement

This project involves the replacement of 10-12 ADA ramps in Thompson Park in the Tower Square area near the 10th Mountain Division Monument and near the playground to ensure that the paths from the parking areas to the sidewalk network and playground are interconnected and accessible. This project would help to further the work that the DPW has been completing in Thompson Park to address accessibility complaints that were received last year.

North Hamilton Street Playground

This project involves the construction of a new asphalt pad for a basketball court. The project will replace the existing dirt pad and upgrade the pole and hoop. The project will be a finishing touch to the recently completed playground upgrade.

Food Pantries

This project will involve grants of \$25,000 each to four food pantries in Watertown including the Watertown Urban Mission, the Community Action Planning Council, the Watertown City School District Food for Families (Backpack) Program and the Salvation Army. The grants to the food pantries would help cover the costs for an increased demand for food that the agencies have been seeing since the start of the pandemic.

Program Administration

The proposed budget includes a small amount of funding for the administration of the grant (3%). While this is less than the percentage that we typically budget for our annual allocation, it should be enough to cover the Staff costs, based on the types of projects that are proposed.

If the City Council concurs with the proposed projects and their associated budgets, staff will begin to prepare the formal documents for approval.

June 23, 2020

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Tax sale properties

The two year redemption period ended on June 22nd for those parcels included in the tax sale certificate auction held in June 2018. The following is a list of those properties for which the City is eligible to issue itself a tax sale deed.

<u>Address</u>	<u>Parcel #</u>	<u>Previous Owner</u>	<u>Property Class</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Lot size</u>	<u>Active Water Meter</u>
551 Arsenal Street	09-01-123.000	Michael Pistolese Jr.	Vacant with Improvements	Commercial	\$10,200	34' x 180'	N/A
561 Arsenal Street	09-01-122.000	Michael Pistolese Jr.	Residential Vacant Land	Commercial	\$7,600	40' x 135'	N/A
330 Coffeen Street	07-07-304.000	Frank Giordanelli	Vacant Industrial	Commercial	\$11,400	61' x 92'	N/A
VL Davidson Street	02-08-107.001	Yisley Dominguez	Residential Vacant Land	Residential B	\$900	.02 acres	N/A
117 Exchange Street	09-01-119.000	Michael Pistolese Jr.	Residential Vacant Land	Residential C	\$5,300	66' x 75'	N/A
413 Factory Street	06-04-306.000	Ricky Frazier	Auto Service	Commercial	\$132,600	104' x 160'	Yes
703 Franklin Street	12-07-321.000	Patrick O'Connor (unrecorded deed)	Two Family	Residential B	\$110,200	62' x 54'	Yes
802 Franklin Street	11-09-123.000	Fatima Properties	Three Family	Residential B	\$99,200	66' x 165'	Yes
140 Hinds Avenue	05-16-320.200	Watertown Center Development LLC	Vacant Commercial	Commercial	\$138,600	.99 acres	N/A
328 Keyes Avenue	11-07-220.000	Paul Springer	Single Family	Residential C	\$136,700	66' x 133'	Yes
230 Main Avenue	02-01-307.000	Dealmaker Dodge LLC	Vacant Commercial	Light Industry	\$6,250	66' x 125'	N/A
242 Main Avenue	02-01-308.000	Dealmaker Dodge LLC	Vacant Commercial	Light Industry	\$950	31' x 80'	N/A
246 Main Avenue	02-01-309.000	Dealmaker Dodge LLC	Vacant Commercial	Commercial	\$700	31' x 40'	N/A
427 Mullin Street West	10-10-147.000	Michael Rogers	Single Family	Residential C	\$88,800	74' x 78'	Yes
108 New York Avenue	01-22-217.000	Thousand Island Habitat for Humanity	Residential Vacant Land	Residential A	\$3,500	216' x 165'	N/A
535 Olive Street	06-04-103.000	Ricky Frazier	Two Family	Residential C	\$10,700	45' x 62'	No
135 Rutland Street North	06-08-167.000	Patrick O'Connor (unrecorded deed)	Apartment	Residential C	\$89,100	66' x 165'	Yes

551 and 561 Arsenal Street, 117 Exchange Street



551 Arsenal Street



561 Arsenal Street



330 Coffeen Street

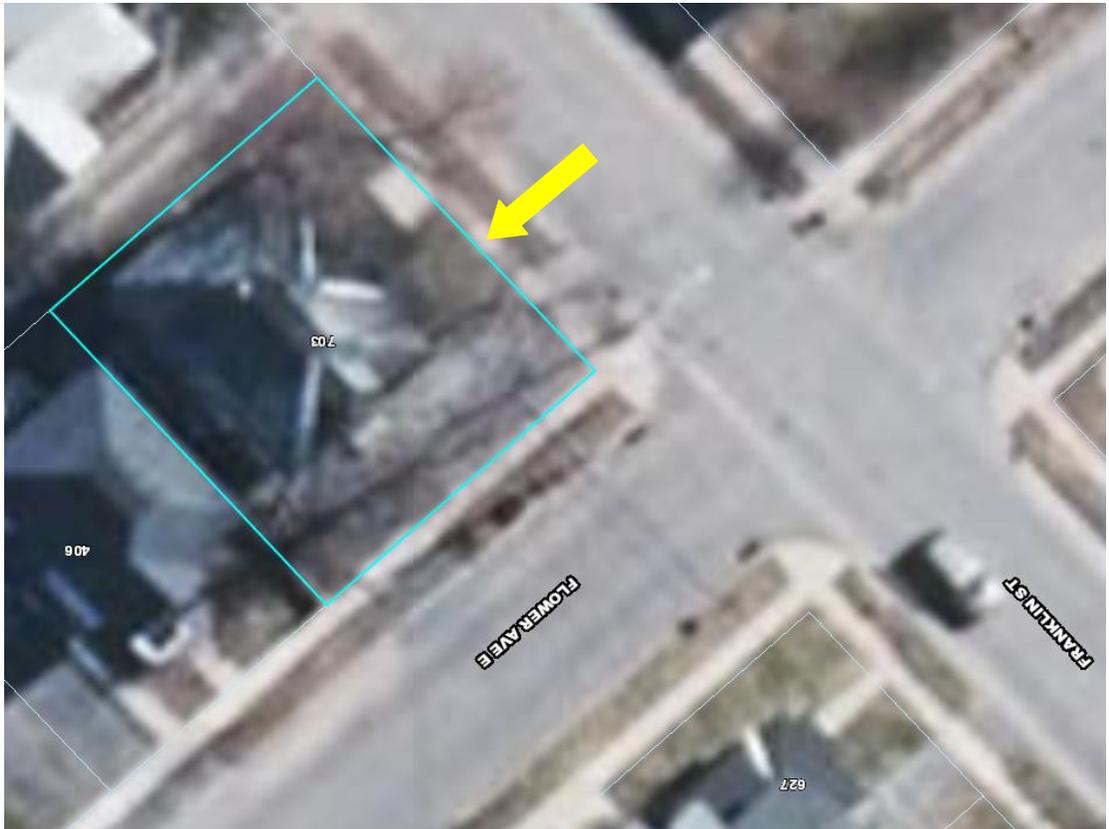


VL Davidson Street



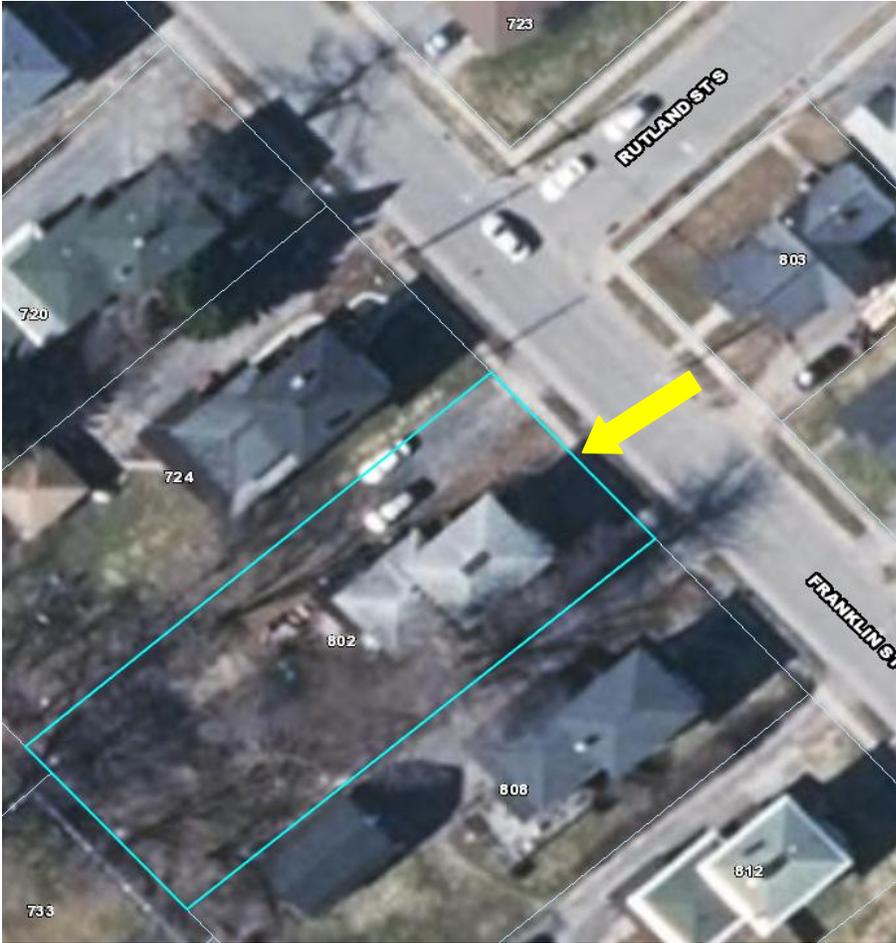
413 Factory Street





703 Franklin Street

802 Franklin Street



140 Hinds Avenue



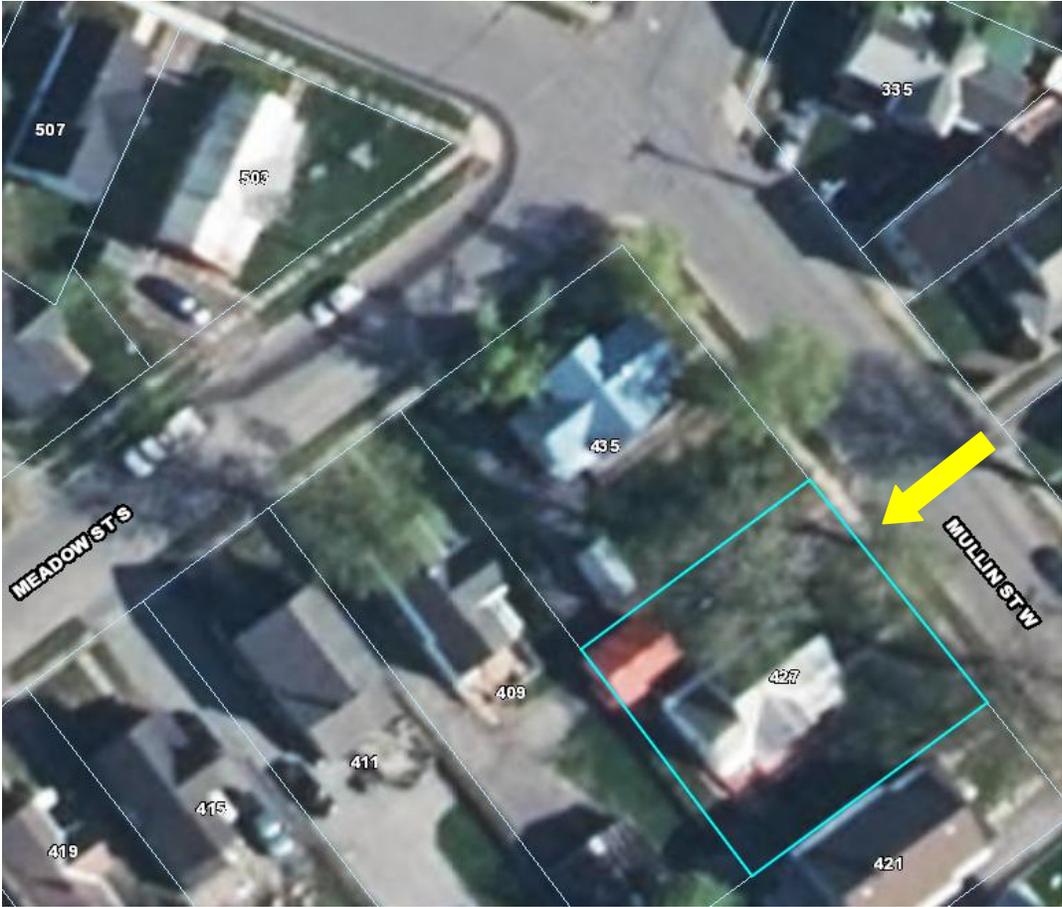
328 Keyes Avenue



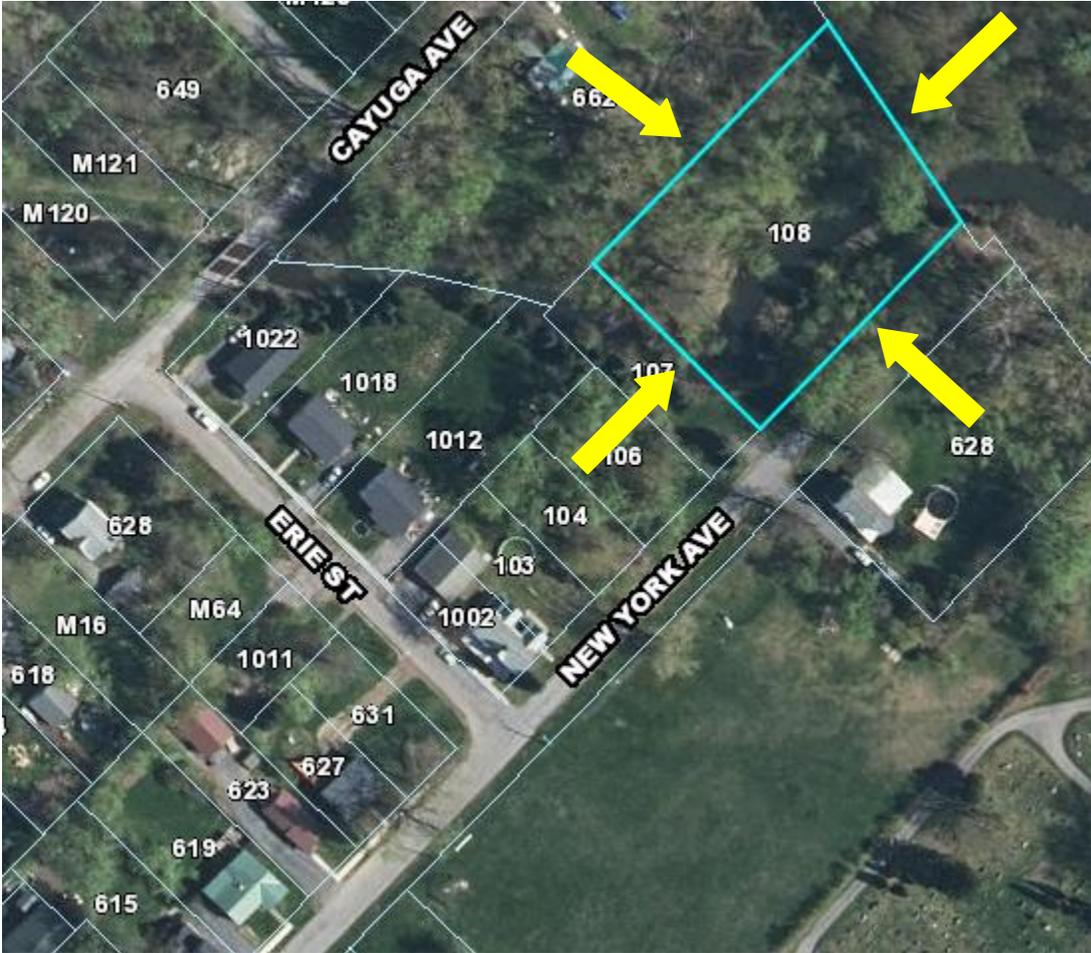
230, 242 and 246 Main Avenue



427 Mullin Street West



108 New York Avenue



535 Olive Street.



135 Rutland Street North



June 29, 2020

To: Kenneth A. Mix, City Manager
From: Scott Weller, Assistant Superintendent of Parks and Recreation
Subject: Request for Waiver of Fees for Little League & Upstate Youth Baseball Association

Fee waiver requests were received from both Little League Baseball and USYBA.

1. Little League has requested the use of two baseball fields during the week of July 27th – 31st and possibly the following week, while their field is under construction. They also noted having difficulty fundraising during this time. Depending on the actual length of use, the waiver request ranges from \$250-\$500.
2. The Upstate Youth Baseball Association has requested to play a number of games on the main baseball field. Dates of use range from mid July through early August. It was mentioned that due to COVID-19, the main ball field works best for controlling the access of players, coaches and spectators. They have requested to pay a flat fee of \$2,000. The value of field time requested is approximately \$8,500.

Given the current environment, these requests are understandable. However, in order to maintain consistency for all who use our facilities, I do not recommend waiving the above fees.

June 29, 2020

To: Kenneth A. Mix, City Manager
From: Scott Weller, Assistant Superintendent of Parks and Recreation
Subject: Summer Youth Baseball & Field Rentals

As a result of the COVID-19 pandemic, most programming was removed for the summer season, including youth baseball. At the request of Councilman Roshia, I have reviewed the possibility of running what would normally be the second session of 6U/8U baseball. If added, the league would run during the month of August and would cost approximately \$1300 in staff and materials. For safety and hygiene purposes, more playing equipment is needed as this program traditionally relies heavily on equipment provided by the City, such as helmets and bats. However, individual equipment would be strongly encouraged and current New York State safety guidelines would be implemented. There is still sufficient time to run this program, providing there are no changes from NYS and Council approves.

On an informative note, in accordance with New York State guidelines, we have begun planning for other activities. We are currently working to schedule both Sunday Softball and Coed Softball this summer, beginning mid-July. There has been an increase in calls from outside groups looking for field rentals for their respective programs. All groups are informed that they must follow the current safety standards set forth by the State.