

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, November 5, 2018

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, November 5, 2018, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Appointment of Commissioner of Deeds
- Resolution No. 2 - Authorizing Safety Consulting Services Agreement with Haylor, Freyer & Coon, Inc.
- Resolution No. 3 - Accepting Bid for State Street Abatement and Demolition Project
- Resolution No. 4 - Approving the Memorandum of Understanding Between the City of Watertown and The Salvation Army for the Near East Target Area Demolition Project
- Resolution No. 5 - Authorizing the Acceptance of State and Municipal Facilities Program Grant for the Renovations and Upgrades to the Thompson Park Pool and Bathhouse and Directing the City Manager to Execute the Grant Disbursement Agreement on Behalf of the City
- Resolution No. 6 - Authorizing the Acceptance of State and Municipal Facilities Program Grant for the Construction of a Splash Pad in Thompson Park and Directing the City Manager to Execute the Grant Disbursement Agreement on Behalf of the City

- Resolution No. 7 - Approving the Community Development Block Grant (CDBG) Sub-recipient Agreement with Neighbors of Watertown, Inc. for the 2017 Homebuyer Program
- Resolution No. 8 - Authorizing the Mayor to Enter Into and Execute the Contract with the New York State Department of State for the City of Watertown Revitalization and Redevelopment Plan for Sewall's Island and Factory Square
- Resolution No. 9 - Authorizing Master Agreement with New York State Department of Transportation (NYS DOT), Design Phases I-IV of Pedestrian Signal Improvement Project, PIN 70PS02, Contract D036015
- Resolution No. 10 - Authorizing Professional Services Agreement for Pedestrian Safety Action Plan (PSAP) Project, Fisher Associates
- Resolution No. 11 - Authorizing Sale of Real Property, Known as 759 Mill Street to Dorothy Cusack, P.O. Box 235, Parish, New York 13131 and Mary A. Franks, 759 Mill Street, Watertown, New York 13601
- Resolution No. 12 - Finding that the Proposed Wastewater Treatment Plant Sludge Disposal Process Modification Project As Amended Will Not Have a Significant Adverse Impact on the Environment Pursuant to the State Environmental Quality Review Act and Reaffirming a Prior Negative Declaration
- Resolution No. 13 - Approving the Site Plan for the Construction of a 7,200 Square-Foot Parking Area and a 308 Square-Foot Storage Shed at 122 Winthrop Street, Parcel Number 12-03-202.000

ORDINANCES

- Ordinance No. 1 - Amending City Municipal Code § 293, Vehicles and Traffic, Sterling Street

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Status of the City/Townships/County Dog Control Program

NEW BUSINESS

EXECUTIVE SESSION

1. To seek and receive legal advice, a matter made confidential by State law.
2. The proposed acquisition, sale or lease of real property when publicity would affect the value thereof.
3. To discuss the employment history of a particular individual.

WORK SESSION

Next Work Session is scheduled for Tuesday, November 13, 2018, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
NOVEMBER 19, 2018.**

Res No. 1

October 19, 2018

To: Richard M. Finn, City Manager
From: Ann M. Saunders, City Clerk
Subject: Commissioner of Deeds

Attached for City Council consideration is a resolution appointing various City employees and non-employees as Commissioner of Deeds for the City of Watertown for a two-year term ending December 31, 2020.

Action: City Manager recommends approval.

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

RESOLUTION

Page 1 of 2

Appointment of Commissioner of Deeds

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS Commissioner of Deeds in the cities of this state shall be appointed by the common councils of such cities, and

WHEREAS Commissioner of Deeds shall hold the term of two years, and

WHEREAS any person who resides in or maintains an office or other place of business in any such city and who resides in the county in which said city is situated shall be eligible to appointment;

NOW THEREFORE BE IT RESOLVED that the following individuals are hereby appointed Commissioner of Deeds for the term expiring December 31, 2020.

City Employee - Police Department

- | | |
|-----------------------|---------------------------|
| Badalato, Jason J. | Beshures, Adam C. |
| Bickel, Charles L. | Boyle, Sean P. |
| Brady, Glenn M. | Bull, Jacob W. |
| Chartrand, Suzanne M. | Cooley, Kristopher W. E. |
| Cummings, George A. | Davis, Joshua W. |
| Dean, Joel S. | Decker, Tyler R. |
| Donoghue, Charles P. | Donoghue, Sr., Joseph R. |
| Durham, Alexandra M. | Duvall, Nicole M. |
| Ferris, Miles H. | Finster, Michael G. |
| Foote, Jeremy D. | Freeman, Scott J. |
| Gatch, Ronald E. | Giaquinto, Amanda L. |
| Giaquinto, Joseph A. | Gibbs, Gregory P. |
| Gooshaw, Matthew C. | Horr, David W. |
| Jamieson, John D. | Kamide II, Christopher J. |
| Keefer, Jennifer L. | Kellogg, David M. |
| Kelly, Virginia R. | Lamica, Mark A. |

RESOLUTION

Page 2 of 2

Appointment of Commissioner of Deeds

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Lewis, Elizabeth M.
 March II, Frederick E.
 McAdoo, Michael
 McIntyre, Scott M.
 McKoy, Omar P.
 Miller, Ernest J.
 Neddo, Andrew T.
 O'Brien, Cristin N.
 Preedom, Matthew D.
 Romano, James A.
 Sines, Robert L.
 Sutton, Mark W.
 Trapp, Vance J.
 White, Samuel R.
 Yott, Darren K.

Maney, Michael S.
 Massaro III, Samuel S.
 McConnell, Wayne W.
 McKeever, Nathan L.
 McLane, Eric J.
 Moran, Joshua
 Noone, Kenny C.
 O'Brien, Dennis P.
 Roll, Matthew T.
 Ryan, Shane M.
 Spencer, Jr., James R.
 Thomas, Christopher L.
 Trottier, Holly M.
 Whitmore, Roy E.

City Employee - Code Department

Meunier, Carolyn

Shiple, Christine

Non-City Employees

Cronk, Cynthia E.
 LeMay II, Lawrence Leo
 Rivera, Vilmarie
 Wells, Christine M.

DeFranco, Carmeline
 McIntosh, Martha Ann
 Walroth, Barbara A.

Seconded by

Res No. 2

October 31, 2018

To: Richard M. Finn, City Manager
From: Matthew Roy, HR Manager
Subject: Safety Consultant

As you are aware, included in the 2018/2019 budget was an appropriation of \$50,000 between the various funds to hire a safety consultant. Staff met with representatives from Haylor, Freyer, and Coon in early 2018 to learn more about the safety consulting services that their firm can provide to the City.

Given the recent change in leadership, a further meeting occurred in early October so you could hear about their services. At your request, Haylor, Freyer, and Coon has proposed the attached contract for their services. Given that we are already 4 months into the fiscal year, the budgeted amount should cover the expected expense for this service.

Improving the City's safety practices is desperately needed. Having a dedicated expert in this area will help further our commitment to employee safety and properly prepare the City for any upcoming safety inspections. The plan is that the consultant will guide us in establishing proper safety practices to the point that our program becomes self-sustaining. I highly recommend approval of this contract and look forward to working with our consultant. I will be available at the November 5, 2018 meeting should any questions arise.

Action: This service is of critical importance to the City, especially when we consider that we are self-funded and we serve as the Risk Manager for the entire City.

The City Manager recommends approval.



RESOLUTION

Page 1 of 1

Authorizing Safety Consulting Services Agreement with Haylor, Freyer & Coon, Inc.

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown (“City”) as a municipal corporation organized under the laws of the State of New York wishes to implement a safety management system to reduce the potential for injury and illness, and

WHEREAS the City wishes to create a culture of safety within the various sub-departments to include policies and procedures, employee training, near miss and hazardous condition reporting, periodic inspections, and job safety planning, and

WHEREAS the City wishes to enter into a Safety Consulting Services Agreement with Haylor, Freyer & Coon, Inc. to provide these services and more,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Safety Consulting Services Agreement, which is attached and made part of this resolution, to provide the safety tasks listed therein at the rates included in the Agreement, 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

SAFETY CONSULTING SERVICES AGREEMENT

Standard Terms and Conditions

1. **Consultant's Responsibilities.** Consultant shall provide services and advice relating to safety and health (the "Services") as set forth in the scope of work section of the agreement.
2. **Client's Responsibilities.** Client shall (a) provide sufficient qualified personnel who are capable of performing Client's duties, tasks and obligations under this Agreement; (b) provide Consultant with access to Client's facility during Client's normal business hours and otherwise as reasonably requested by Consultant in order to facilitate Consultant's ability to timely perform the Service
3. **Services Warranty.** Consultant warrants that it shall perform the Services in a professional and workmanlike manner. In the event Consultant fails to perform any Services as provided in the scope of work Section, Consultant's sole and exclusive obligation shall be to promptly take such action as may be reasonably necessary to correct such failure.
4. **Exclusion of Warranties.** CONSULTANT MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES. Client acknowledges that Consultant has been hired for consultancy and advisory services only. ENFORCEMENT OF ALL SAFETY AND HEALTH REGULATIONS SHALL BE THE SOLE RESPONSIBILITY OF CLIENT AND SHALL NOT BE THE RESPONSIBILITY OF CONSULTANT.
5. **Limitation of Liability.** CONSULTANT'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER IS LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO SUCH LIABILITY.
6. **Insurance.** Client shall maintain for each jobsite, insurance in an amount comparable to similar jobsites of equal size and character, including but not limited to worker's compensation, or other employer's liability claims of any kind or nature for damaged property or for personal injury, including death, that may arise from Client's activity on the jobsite
7. **Governing Law, Arbitration.** This Agreement shall be governed by and enforced in accordance with the laws of the State of New York
8. **Notices.** Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing
9. **Force Majeure.** Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control, and such nonperformance shall not be a default under, or grounds for termination of, this Agreement.
10. **Survival of Obligations.** Termination of this Agreement for any cause shall not release either party from any liability that accrued on or before the date of termination
11. **Hold Harmless.** Client shall indemnify, defend and hold harmless Consultant and Consultant's directors, officers, employees, representatives, agents, successors and assigns (collectively the "Indemnified Parties"), and shall pay any and all losses, liabilities, damages, costs and expenses (including attorney's fees) incurred by the Indemnified Parties as a result of Client's operation of its business or Client's use of the Work Product, including, without limitation, losses, liabilities, damages, costs and expenses arising or resulting from safety and/or health violations by Client, except in each case to the extent caused by Consultant's (i) breach of this Agreement, or (ii) negligence or willful misconduct.
12. **Termination.** Either party may terminate this Agreement, with or without cause, upon thirty (30) days' advance written notice to the other, unless otherwise mutually agreed upon.
13. **Confidential Information.** Each party may disclose to the other party hereto certain information that it considers to be confidential and such information shall constitute "Confidential Information," provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others.
14. **Ownership of Proprietary Materials.** Neither party shall obtain any right or license in and to the other party's proprietary materials.
15. **Ownership of Work Product.** Upon payment of all amounts due hereunder, title to all written work product delivered by Consultant under this Agreement (the "Work Product") shall vest in Client and Client shall have the perpetual right to use, copy, distribute and make derivative works from such copies.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless agreed to in writing and signed by authorized representatives of the parties.

Res No. 3

October 25, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager
Subject: Accepting Bid for State Street Abatement and Demolition Project

The City Purchasing Department advertised in the *Watertown Daily Times* calling for sealed bids for the Abatement and Demolition of three residential buildings located at 715, 717, and 719 State Street, per our specifications.

Bid notifications were also issued to the NNY and Syracuse Builders Exchanges, Dodge Reports, Bid Net and Construct Connection reporting services. This resulted in a minimum of 20 agencies reviewing our bid plans, with six (6) bids being received that were publicly opened and read in the Purchasing Department on Wednesday, October 24, 2018 at 11:00 a.m.

Purchasing Manager Robert Cleaver reviewed the bids received with Planning and Community Development Director Michael Lumbis, and it is their opinion that the City of Watertown accept the bid submitted by Independent Commercial Contractors in the amount of \$98,000 as the lowest qualifying bid received. The other bids received are detailed in the attached report of Mr. Cleaver.

Funding for this project is included in the 2018-2019 Adopted Budget. The approved budget allocates \$\$102,400 for this project.

A Resolution for City Council consideration is attached.



RESOLUTION

Page 1 of 1

Accepting Bid for State Street Abatement and Demolition Project

Introduced by

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids calling for the Abatement and Demolition of three parcels located at 715, 717, and 719 State Street, as per City specifications, and

WHEREAS bid notifications were also issued to the NNY and Syracuse Builders Exchanges, Dodge Reports, Bid Net and Construct Connection reporting services with six (6) sealed bids submitted to the Purchasing Department, and

WHEREAS on Wednesday, October 24, 2018, at 11:00 a.m., the bids received were publicly opened and read, and

WHEREAS the City Purchasing Department reviewed the bids received with Planning and Community Development Director Michael Lumbis, and it is their opinion that the City of Watertown accept the bid submitted by Independent Commercial Contractors in the amount of \$98,000 as the lowest qualifying bidder,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid from Independent Commercial Contractors in the amount of \$98,000 as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Independent Commercial Contractors.

Seconded by



CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
Tel. (315) 785-7749 • Fax (315) 785-7752

October 24, 2018

To : Richard Finn
From: Robert J. Cleaver
Subject: State Street Abatement & Demolition Project
Project # 2018-27

The City's Purchasing Department advertised in the Watertown Daily Times on Thursday, October 4, 2018 calling for sealed bids for the Abatement and Demolition of 3 parcels located at 715, 717, and 719 State Street per City's specifications.

Bid notifications were issued to the NNY & Syracuse Builders Exchanges, Dodge Reports, Bid Net and Construct Connect reporting services for listing on their web sites. A minimum 20 agencies reviewed our bid plans with 6 bids submitted to the Purchasing Department where they were publicly opened and read on Wednesday, October 24, 2018 at 11:00 a.m. local time. The submittals are as follows:

Independent Commercial Contractors Inc. 27004 Loomis Road Lorraine, N.Y. 13659	\$ 98,000.00
GORICK Construction Co., Inc. 27 Track Drive Binghamton, N.Y. 13904	\$117,744.00
NRC Environmental Services, Inc. 3500 Sunrise Hwy Great River, N.Y. 11739	\$129,900.00
Aktor Corporation 44 Tivoli St Albany, N.Y. 12207	\$168,000.00
ABSCOPE Environmental, Inc. 7086 Commercial Drive Canastota, N.Y. 13032	\$183,400.00
Bronze Contracting, LLC 9106 Plank Road Remsen, N.Y. 13438	\$192,900.00

I have reviewed the submittals with City Planner, Michael Lumbis and it is my recommendation that we accept the lowest qualifying bid submitted by Independent Commercial Contractors, Lorraine, N.Y. in the amount of \$98,000.00.

The City has past experience working with Independent Commercial Contractors without issue.

Funding for this demolition is in the 2018-2019 Community Development Fund budget of \$102,000.00 on page 243.

A handwritten signature in black ink that reads "Robert J. Cleaver". The signature is written in a cursive, flowing style.

Robert J. Cleaver
Interim Purchasing Manager

cc: Justin Wood, P.E., City Engineer
Jim Mills, Comptroller
Michael Lumbis, City Planner
CDF budget, pg 243
file

City of Watertown
Fiscal Year: 2018-19
Department: Community Development
Account Code: CD
Function: Home and Community Services

FY 2018-19 Adopted Budget

Personal Services

CD.8668.0110	Salaries		
	Planning and Community Development		
	Director (1 @ .20) *	\$	14,525
	Senior Planner (1 @ .25) **		15,090
	Planner (2 @ .25) **		<u>22,720</u>
		\$	52,335
CD.8668.0130	Wages		
	ADA Sidewalk Ramps (DPW)		9,052
CD.8668.0150	Overtime		<u>400</u>
	Total Personal Services	\$	<u>61,787</u>

Equipment

CD.8668.0250	Other Equipment		
	Bus Shelter Replacement		<u>34,526</u>
	Total Equipment	\$	<u>34,526</u>

Operating Expenses

CD.8668.0430	Contracted Services		
	Masonic Temple Revitalization Project	\$	500,000
	Restore NY - Court Street Commons		990,000
	Comprehensive Plan		36,000
	ADA Ramps		5,535
	Backpack Program		5,500
	Point-in-Time Outreach and Education		8,200
	Fair Housing Education		6,600
	Demolitions - Salvation Army Project		102,400
	Demolition - 549 Leray Street		40,000
	Housing Programs		<u>713,396</u>
	Total Operating Expenses	\$	<u>2,407,631</u>

Fringe Benefits

CD.8668.0810	New York State Employees' Retirement System	\$	8,705
CD.8668.0830	Social Security		5,141
CD.8668.0850	Health Insurance		<u>13,965</u>
	Total Fringe Benefits	\$	<u>27,811</u>

TOTAL OPERATING BUDGET \$ 2,531,755

CD.9950.0900	Transfer to Capital Fund		
	North Hamilton Street Playground Improvements	\$	53,409
	Academy Street Playground Improvements		95,000
	Sidewalk Program - Huntington Street		<u>285,306</u>
	TOTAL BUDGET	\$	<u>433,715</u>

* Split between A.8020 (80%) and CD.8668 (20%).

** Split between A.8020 (75%) and CD.8668 (25%).

Res No. 4

October 29, 2018

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Approving the Memorandum of Understanding Between the City of Watertown and The Salvation Army for the Near East Target Area Demolition Project

As you will recall, the City Council approved a Memorandum of Understanding (MOU) at the September 17, 2018 meeting between the City and the Salvation Army – Watertown, NY Corps for the Near East Target Area Demolition Project.

The project involves demolishing three blighted structures on the property located at 715 State Street that are owned by the Salvation Army. The demolition will be paid for, in part, with Community Development Block Grant Funds.

The MOU was executed by both the City and the Salvation Army, but prior to executing it, the Salvation Army had to make changes to the entity name and the name of the person signing the agreement. After consulting with the City Attorney, the changes are significant enough to necessitate having the City Council reauthorize the agreement and having both parties resign it.

The MOU has therefore been modified as requested by the Salvation Army. The MOU was edited to change the entity name in three places from “The Salvation Army – Watertown, NY Corps” to “The Salvation Army” and to change the name of the signatory.

A Resolution approving the Memorandum of Understanding between the City and The Salvation Army and authorizing the City Manager to execute the MOU on behalf of the City is attached for City Council consideration.

Action: City Manager recommends approval.

A handwritten signature in black ink, appearing to be "RM Finn", written over the text of the action item.

RESOLUTION

Page 1 of 1

Approving the Memorandum of Understanding Between the City of Watertown and The Salvation Army for the Near East Target Area Demolition Project

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown (City) is a recipient of Community Development Block Grant (CDBG) funding from the United States Department of Housing and Urban Development, and

WHEREAS the City has allocated CDBG funding as part of its 2017-2018 Annual Action Plan for the Near East Target Area Demolition Project, which involves demolishing three blighted structures on property located at 715 State Street, owned by The Salvation Army, and

WHEREAS the City and The Salvation Army have prepared a Memorandum of Understanding (MOU), and

WHEREAS the purpose of the MOU is to establish a means by which the City and The Salvation Army can work together to accomplish the demolition of the three vacant structures located at 715 State Street and to establish the roles and responsibilities of each organization in order to do so, and

WHEREAS demolishing the buildings will remove blight from the neighborhood on a spot basis, will be completed to prevent the spread of blight to adjacent properties and areas and will facilitate the redevelopment of the property and surrounding area and will allow The Salvation Army to subsequently improve and stabilize the neighborhood,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Memorandum of Understanding with The Salvation Army, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Richard M. Finn, to execute the MOU on behalf of the City of Watertown.

Seconded by

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WATERTOWN
AND
THE SALVATION ARMY**

THE CITY OF WATERTOWN (“City”) desires to establish a means by which it can work together with the **SALVATION ARMY** (“Salvation Army”) to accomplish the demolition of three vacant houses on Salvation Army property located at 715 State Street, Parcel Number 6-08-104.000, Watertown, NY. The goal is to encourage the redevelopment of the property and support the overall stabilization of the neighborhood.

I. Purpose:

The purpose of this Memorandum of Understanding is to establish a means by which the City and the Salvation Army can work together to accomplish the demolition of three vacant structures located at 715 State Street and to establish the roles and responsibilities of each organization in order to do so. Demolition of the buildings will remove blight from the neighborhood on a spot basis and will be completed to prevent the spread of blight to adjacent properties and areas. The demolition project will facilitate the redevelopment of the property and surrounding area and will allow the Salvation Army to subsequently improve and stabilize the neighborhood.

II. Agreement:

The **City** agrees to undertake the following:

- Utilize Community Development Block Grant (CDBG) funds in a not-to-exceed sum of \$102,400 for actual expenses incurred for the demolition, disposal, associated environmental clearance and site restoration for work performed at 715 State Street.
- Develop bid specifications for the demolition of the three vacant houses located at 715 State Street, Parcel Number 6-08-104.000.
- Oversee the bidding process, contract award, and overall project administration for the demolition project.
- Provide project monitoring services during the asbestos abatement process in compliance with New York State Industrial Code Rule 56.
- Construct and provide long term capital maintenance of a bus shelter at 715 or 723 State Street, at a site near the main sidewalk, on Salvation Army property, in a location that is mutually acceptable to both parties.

- Provide basic routine maintenance of the bus shelter, in conjunction with the Salvation Army, to include the cleaning of windows, sweeping, and the removal of any trash or debris that may accumulate from time to time within the shelter.

The **Salvation Army** agrees to undertake the following:

- Provide funding in an amount up to \$ 21,000, to complete the project in the event that the total project cost exceeds the sum of \$102,400 provided by the City.
- Improve and stabilize the neighborhood through the redevelopment of the land at 715 State Street, Parcel Number 6-08-104.000 by creating green space for outdoor activities, improving access to the nearby City owned playground and to expand the existing parking lot for the Salvation Army Soup Kitchen and Offices, located at 723 State Street.
- Develop a site plan for the redevelopment of the site, apply for site plan approval and obtain all required permits for the future reconstruction of the parking lot and green space area.
- Provide pedestrian accommodations and access from the existing sidewalk network where appropriate, in compliance with the City's adopted Complete Streets Policy.
- Provide landscaped buffers and setbacks that are in accordance with the City Planning Board's Landscaping and Buffer Zone Guidelines that will adequately buffer and screen the proposed parking area from neighboring properties and the street.
- Where possible, employ green infrastructure techniques in the construction of the new parking area to mitigate both existing and new stormwater runoff that will be generated from the site, including but not limited to rain gardens and permeable paving materials.
- Allow the City to construct a bus shelter at either 715 or 723 State Street in a location that is mutually acceptable to both parties for the benefit of the entire neighborhood surrounding the Salvation Army facility.
- Provide basic routine maintenance of the bus shelter, in conjunction with the City, to include the cleaning of windows, sweeping, snow removal and the removal of any trash or debris that may accumulate from time to time within the shelter.

III. General Conditions:

Assignment: Neither party shall assign, transfer, convey or otherwise dispose of this agreement or any of their rights, title or interest therein or the power to execute this agreement without the prior written consent of the other party.

Conflict of Interest Clause: **Salvation Army** assures that no person under its employ who exercises any functions or responsibilities in connection with City of Watertown funded projects or programs have any personal financial interests, direct or indirect in this agreement.

Executory Clause: It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available* to the **City** and no liability on account thereof shall be incurred by the **City** beyond monies available for the purpose thereof.

*General Municipal Law 109-b: "available" in an executory clause"relates to the appropriation of funds by the Legislature and the allocation of such funds by the appropriate officer or body such that the unavailability is dependent upon a legislative or budgetary determination or directive not to provide funds for the expenditure in question."

Independent Contractor (non-employee): The relationship of **Salvation Army** to the **City** arising out of this Agreement shall be that of an Independent Contractor. **Salvation Army**, in accordance with its status as an Independent Contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the **City** by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the **City**, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership of credit.

Liability:

- a) **Salvation Army** shall hold and save the **City of Watertown**, its official agents and employees harmless from liability of any nature or kind, including costs and expenses, for, on account of any suits or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Salvation Army. The **Salvation Army** shall not hold itself out as representing the **City** or binding the **City** in any agreement.
- b) The **City of Watertown** shall hold and save the **Salvation Army**, its official agents and employees harmless from liability of any nature or kind, including costs and expenses, for, on account of any suit or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the City of Watertown during the construction of the bus shelter.
- c) **Salvation Army** agrees that all of its employees shall be fully covered by worker's compensation, and New York State disability insurance coverage, and that **Salvation Army** shall have full and adequate liability insurance at all times in the minimum amounts of \$1,000,000 individual and \$3,000,000 aggregate.

Modification and Termination:

- a) **Salvation Army** agrees to submit a written request to modify any portion of this agreement.
- b) **City** agrees to respond to any reasonable request within five (5) working days.
- c) **City** reserves the right to make a modification to this agreement as specified in the terms of this agreement.
- d) **Salvation Army** agrees to attempt to resolve disputes arising from this agreement by administrative processes and negotiation in lieu of litigation.

Sale Limitation:

The Salvation Army agrees not to sell 715 State Street, Parcel Number 6-08-104.000 for a period of 10 years that begins when all demolition work is completed. If the property is sold during the 10-year period, the Salvation Army must immediately repay a portion of the CDBG funds that were expended for the project. A pro-rated portion of the CDBG funds spent must be repaid to the City if the term is not met. That repayment obligation will decline 1/10th each year and no repayment will be required ten years after work is completed. The City will place a lien on the property to protect the investment of CDBG funds. The lien will allow the City to recuperate costs incurred if the property is sold for another use rather than for the Salvation Army.

This proposal shall serve as the agreement between the **City** and **Salvation Army**. The **City** or **Salvation Army** may terminate this agreement for convenience upon thirty days' written notice, certified mail, return receipt requested. Upon termination, any outstanding fees due to **Salvation Army** shall be honored.

City of Watertown
By: Richard M. Finn, City Manager

Date

The Salvation Army
By: Michael J. Southwick, Secretary

Date

Res No. 5

October 30, 2018

To: Richard M. Finn, City Manager

From: Jennifer L. Voss, Senior Planner

Subject: Authorizing the Acceptance of State and Municipal Facilities Program Grant for the Renovations and Upgrades to the Thompson Park Pool and Bathhouse and Directing the City Manager to Execute the Grant Disbursement Agreement on Behalf of the City

As the City Council will recall, State Senator Patty Ritchie requested that the City of Watertown receive a \$200,000 State and Municipal Facilities Program (SAM) Grant for the renovations and upgrades to the Thompson Park Pool and Bathhouse. The City will use the grant funding to pay for the costs associated with the construction of the new pool and bathhouse at Thompson Park.

The Dormitory Authority of the State of New York (DASNY) has approved the City's formal grant application and associated documents, and the City has fulfilled all of the criteria necessary to receive the SAM grant. DASNY has sent the attached Grant Disbursement Agreement for the City to execute. Upon formally executing the grant agreement, the City will be able to submit a requisition for reimbursement of the grant funds once the funds are expended.

The attached resolution authorizes acceptance of the SAM grant and directs the City Manager, Richard M. Finn, to enter into and execute the Grant Disbursement Agreement on behalf of the City.

Action: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Authorizing the Acceptance of State and Municipal Facilities Program Grant for the Renovations and Upgrades to the Thompson Park Pool and Bathhouse and Directing the City Manager to Execute the Grant Disbursement Agreement on Behalf of the City

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS New York State Senator Patty Ritchie requested that the City of Watertown receive a \$200,000 State and Municipal Facilities Program (SAM) Grant for renovations and upgrades to the Thompson Park Pool and Bathhouse, and

WHEREAS the grant was secured to pay for the cost construction of the new pool and bathhouse, and

WHEREAS the Dormitory Authority of the State of New York (DASNY) has approved the City's formal grant application and the City has fulfilled all of the criteria necessary to receive the SAM grant, and

WHEREAS the City must enter into and execute a Grant Disbursement Agreement with DASNY for the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Grant Disbursement Agreement with the Dormitory Authority of the State of New York for the renovations and upgrades to the Thompson Park Pool and Bathhouse Project (Project ID # 12781), a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Richard M. Finn, is hereby authorized and directed to enter into and execute the Grant Disbursement Agreement on behalf of the City of Watertown.

Seconded by

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

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):

515 Broadway
Albany, New York 12207
Contact: Sara Richards, Esq.
Phone: (518) 257-3177
Fax: (518) 257-3475
E-mail: grants@dasny.org

THE GRANTEE:

City of Watertown
245 Washington Street, Suite 302
Watertown, NY 13601
Contact: Mr. Richard M. Finn

Phone: (315) 785-7730

THE PROJECT:

Renovations and Upgrades to the Thompson Park Pool and Bathhouse

PROJECT LOCATION:

John C. Thompson Park

GRANT AMOUNT:

\$200,000

FUNDING SOURCE:

State and Municipal Facilities Program ("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:

03/09/18

DATE GDA SENT TO GRANTEE:

10/19/18

DATE AGREEMENT SIGNED BY GRANTEE:

DATE AGREEMENT SIGNED BY DASNY:

EXPIRATION DATE OF THIS AGREEMENT:

PROJECT ID #: 12781
FMS#: 136593
GranteeID: 205
GrantID: 13857

TERMS AND CONDITIONS

1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) DASNY has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the SAM Program have been met; and
- (c) The monies required to fund the Grant have been received by DASNY; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the SAM and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- (f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (www.grantsreform.ny.gov) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or
- (b) Payment on Invoice:
 - (1) DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

(2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph (b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

(3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

(4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

(5) DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

(c) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

(d) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

(e) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

- (i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (www.grantsreform.ny.gov).
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any

ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and

representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (t) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - (ii) Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be

adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - (vi) The Grantee abandons the Project prior to its completion.
 - (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
 - (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
 - (c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

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

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

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

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

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

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

Authorized Officer

(Printed Name)

Date:

GRANTEE: CITY OF WATERTOWN

(Signature)

(Printed name and title)

Date:

Res No. 6

October 30, 2018

To: Richard M. Finn, City Manager

From: Jennifer L. Voss, Senior Planner

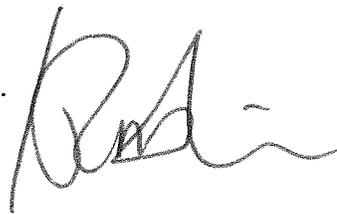
Subject: Authorizing the Acceptance of State and Municipal Facilities Program Grant for the Construction of a Splash Pad in Thompson Park and Directing the City Manager to Execute the Grant Disbursement Agreement on Behalf of the City

As the City Council will recall, State Senator Patty Ritchie requested that the City of Watertown receive a \$50,000 State and Municipal Facilities Program (SAM) Grant for the construction of a splash pad in Thompson Park. The City will use the grant funding to pay for the costs associated with building the new splash pad.

The Dormitory Authority of the State of New York (DASNY) has approved the City's formal grant application and associated documents, and the City has fulfilled all of the criteria necessary to receive the SAM grant. DASNY has sent the attached Grant Disbursement Agreement for the City to execute. Upon formally executing the grant agreement, the City will be able to submit a requisition for reimbursement of the grant funds.

The attached resolution authorizes the acceptance of the SAM grant and directs the City Manager, Richard M. Finn, to enter into and execute the Grant Disbursement Agreement on behalf of the City.

Action: City Manager recommends approval.

A handwritten signature in black ink, appearing to read "R. Finn", is written over the text of the action item.

RESOLUTION

Page 1 of 1

Authorizing the Acceptance of State and Municipal Facilities Program Grant for the Construction of a Splash Pad in Thompson Park and Directing the City Manager to Execute the Grant Disbursement Agreement on Behalf of the City

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS New York State Senator Patty Ritchie requested that the City of Watertown receive a \$50,000 State and Municipal Facilities Program (SAM) Grant for construction of a splash pad in Thompson Park, and

WHEREAS the grant was secured to pay for the cost of the equipment and site furnishings, and

WHEREAS the Dormitory Authority of the State of New York (DASNY) has approved the City’s formal grant application and the City has fulfilled all of the criteria necessary to receive the SAM grant, and

WHEREAS the City must enter into and execute a Grant Disbursement Agreement with DASNY for the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Grant Disbursement Agreement with the Dormitory Authority of the State of New York for the construction of a Splash Park in Thompson Park (Project ID # 8328), a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Richard M. Finn, is hereby authorized and directed to enter into and execute the Grant Disbursement Agreement on behalf of the City of Watertown.

Seconded by

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

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):

515 Broadway
Albany, New York 12207
Contact: Sara Richards, Esq.
Phone: (518) 257-3177
Fax: (518) 257-3475
E-mail: grants@dasny.org

THE GRANTEE:

City of Watertown
245 Washington Street, Suite 302
Watertown, NY 13601
Contact: Ms. Sharon Addison

Phone: (315) 785-7730
Fax: (315) 782-9014

THE PROJECT:

Construction of a Splash Park in Thompson Park

PROJECT LOCATION:

Gotham Street, Watertown

GRANT AMOUNT:

\$50,000

FUNDING SOURCE:

State and Municipal Facilities Program
("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:

08/17/17

DATE GDA SENT TO GRANTEE:

10/15/18

DATE AGREEMENT SIGNED BY GRANTEE:

DATE AGREEMENT SIGNED BY DASNY:

EXPIRATION DATE OF THIS AGREEMENT:

PROJECT ID #: 8328
FMS#: 136593
GranteeID: 205
GrantID: 9437

TERMS AND CONDITIONS

1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) DASNY has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the SAM Program have been met; and
- (c) The monies required to fund the Grant have been received by DASNY; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the SAM and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- (f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (www.grantsreform.ny.gov) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or
- (b) Payment on Invoice:
 - (1) DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

(2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph (b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

(3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

(4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

(5) DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

(c) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

(d) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

(e) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

- (i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (www.grantsreform.ny.gov).
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any

ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the

Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (t) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - (ii) Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be

adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismitted or unstayed for an aggregate of thirty (30) days.
 - (vi) The Grantee abandons the Project prior to its completion.
 - (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
 - (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
 - (c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

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

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

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

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

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

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

Authorized Officer

(Printed Name)

Date:

GRANTEE: CITY OF WATERTOWN

(Signature)

(Printed name and title)

Date:

Res No. 7

October 30, 2018

To: Richard M. Finn, City Manager
From: Jennifer L. Voss, Senior Planner
Subject: Approving the Community Development Block Grant (CDBG) Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2017 Homebuyer Program

The Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2017 that was adopted by the City Council on July 17, 2017, included \$128,000 for a homebuyer program. The program will assist income eligible homebuyers in paying for the purchase and rehabilitation of at least four (4) homes in the City. Financial assistance will be available to help low and moderate income individuals pay for closing costs as well as minor home improvements in 1-4 unit homes.

A sub-recipient agreement between the City of Watertown and Neighbors of Watertown, Inc. for the 2017 Homebuyer Program has been drafted and is attached for Council's review. Neighbors of Watertown, Inc. will administer the project, complying with CDBG regulations and ensuring the units are occupied by low and moderate income persons. Ninety-three percent of the total, or \$119,000, goes directly into the purchase of the homes and for minor rehabilitation while \$9,000, or seven percent, is budgeted for administration and program delivery costs.

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

Action: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Approving the Community Development Block Grant (CDBG) Sub-recipient Agreement with Neighbors of Watertown, Inc. for the 2017 Homebuyer Program

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2017 includes funding for the purchase and rehabilitation of at least four (4) housing units to income eligible homebuyers within the City of Watertown, and

WHEREAS the Annual Action Plan identifies the Homebuyer Program to be \$128,000 in funding for the purchase, rehabilitation, administration and program delivery, and

WHEREAS Neighbors of Watertown, Inc. will serve as the Sub-Recipient of the funds for program administration, and

WHEREAS a Sub-Recipient Agreement between the City of Watertown and Neighbors of Watertown, Inc. for the CDBG funds has been prepared,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Sub-Recipient Agreement with the Neighbors of Watertown, Inc. for the 2017 Homebuyer Program, a copy of which is attached and made a part of this resolution, and

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

Seconded by

**SUB-RECIPIENT AGREEMENT
BETWEEN
CITY OF WATERTOWN, NY
AND
NEIGHBORS OF WATERTOWN, INC.
FOR
2017 HOMEBUYER PROGRAM**

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Watertown (herein called the “Grantee”) and Neighbors of Watertown, Inc. (herein called the “Sub-recipient”).

WHEREAS, the Grantee has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; otherwise known as the Community Development Block Grant Program, and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICES

A. Activities

The Sub-recipient is responsible for delivering the Grantee’s 2017 Community Development Block Grant Homebuyer Program. The Sub-recipient shall administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

B. Principal Tasks

The major goal of the Sub-recipient’s efforts under this Agreement will be the closing of at least four (4) income eligible homebuyer housing units. Toward that goal, the major tasks that the Sub-recipient will perform include, but are not necessarily limited to, the following:

1. **Homebuyer program guidelines, administrative procedures, plans and forms:** Subject to the review and approval by the Grantee, the Sub-recipient will establish, homebuyer program guidelines, (including but not limited to applicant eligibility requirements, priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as the administrative procedures (including but not limited to the verification of eligibility, inspection, work write-up and contractor selection,

construction administration and payments) and any other necessary forms, documents or sample contracts.

2. **Outreach:** The Sub-recipient will conduct sufficient advertisement of the homebuyer program and other forms of outreach to ensure that eligible applicants are made aware of the program and how to participate in order to meet the housing goal stated in this agreement.
3. **Intake/assessment of eligibility:** The Sub-recipient will assist potential property owners in the completion of applications to permit eligibility determinations for homebuyer assistance. The Sub-recipient will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, the Sub-recipient will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services. Initial eligibility determination of households/structures will be made by the Sub-recipient on the basis of satisfaction of income, when all the required eligibility documentation is provided. Homebuyers will be assisted on a first come, first ready basis.
4. **Environmental Review:** The Grantee will retain all environmental review responsibilities subject to 24 CFR Part 52, as stated explicitly in Section VII, and will bear all accountability for environmental compliance under HUD monitoring. Grantee staff will complete all HUD environmental review forms and procedures. For tiered reviews, this will include both the broad-level environmental review and all site-specific reviews that follow.

In the course of completing environmental reviews, the Grantee may require site specific information from the Sub-recipient. Such information may include, but is not limited to, proof of compliance with any statute, executive order or regulation where compliance was not achieved at the broad level of review. The Grantee may request any information necessary for the completion of an environmental review at any time, and the Sub-recipient is responsible for providing accurate and complete documentation. The Sub-recipient shall not authorize the start of any project until notified by the Grantee that the environmental review of the project has been completed.

5. **Work write-ups:** For each eligible unit to be assisted, the Sub-recipient will complete a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.
6. **Lead Based Paint:** For each eligible unit to be assisted that was built prior to 1978, the Sub-recipient will take steps to ensure compliance with Lead-Based Paint regulations, 24 CFR 570.608 and 24 CFR Part 35, Subpart B, including but not limited to testing of painted surfaces to identify lead based paint hazards, a plan for addressing any identified hazards in the work plan, assurance that work that disturbs

painted surfaces where lead-based paint is identified is performed by contractors who are trained to use “safe work practices” and performance of a “clearance inspection” at the completion of the project to assure that no dust is present that is contaminated with lead based paint. Additionally, all owners and tenants of the properties of will be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

7. **Asbestos:** For each eligible unit to be assisted, the Sub-recipient will take steps to ensure compliance with the reporting requirements of the Clean Air Act as well as with all survey, reporting and removal requirements contained within 12 NYCRR Part 56.
8. **Bank financing:** For those applicants required to secure a portion of the mortgage financing or financing for the rehabilitation work through private loans from a bank or other type of private financial institution, the Sub-recipient agrees to provide assistance to applicants when applying for such complementary financing.
9. **Solicitation and selection of contractors:** The Sub-recipient will assist approved applicants in the identification, solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. The Sub-recipient will use the approved forms and contract formats and will ensure the description of the work contained in any contracts with contractors is accurate and complete. The Sub-recipient also agrees to ensure work-write ups are thorough and detailed in order for contractors to create a reasonable bid on the project.
10. **Periodic and final inspections:** The Sub-recipient will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner’s written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. A final inspection will be done by the Sub-recipient, and signed by the property owner prior to final payment to the contractor.
11. **Approval of contractor payments:** As rehabilitation progresses and invoices are submitted by contractors, the Sub-recipient will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.
12. **Maintenance of case files and other records:** For each applicant, the Sub-recipient will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner

and Sub-recipient (along with repayment/ recapture provisions), documentation of liens and any other forms of security, lead based paint reports and notifications, contractor selection criteria, copy of contract between owner and contractors, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Sub-recipient will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Sub-recipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section VIII B2 of this Agreement.

C. National Objectives

All activities funded with CDBG funds must meet at least one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-recipient certifies that the activity (ies) carried out under this Agreement will benefit low- and moderate-income persons by offering financing to support the purchase of homes that are occupied by low or moderate income households.

The occupants of each home must qualify with household income not exceeding the HUD Section 8 Income Limits. Therefore, all assistance provided in the form of homebuyer financing and all activity delivery expenses will directly benefit low or moderate income persons.

D. Levels of Accomplishment – Goals and Performance Measures

The Sub-recipient agrees to the closing of at least four (4) income eligible homebuyer housing units.

E. Staffing

Compliance with all CDBG regulations and requirements and implementation of the Homebuyer Program will be carried out by the following staff that will be assigned as key personnel and will carry out and will be responsible for their assigned tasks:

Staff Member Title	General Program Duties
Reginald Schweitzer, Director	Overall administration of the Program activities; General program oversight and administration;
Hollie Thesier, Housing Program Director	Assist with revision of forms and procedures; outreach; intake and eligibility determinations; direct the mailing of letters to potential clients, mailing of program handbooks and pre-applications; receive and review applications, interview and verify documentation for qualifying applicants, schedule inspection, supervision of Housing Rehab Coordinator; submission of approved contractor invoices; prepare reports and draws, revision of forms and procedures; assist with securing bank financing, maintain all program records and required grant documentation; ensure compliance upon completion
Gene Bolton, Housing Rehab Coordinator	Stay abreast of rehabilitation costs, materials and best practices; qualify all contractors; inspect each property to determine the scope of rehabilitation required; work write-ups; assist owner in preparing bid packages, solicitation of contractors; assist owner in selecting contractor based on lowest, qualified bid, approval of contractor selection; monitor work in progress; inspect work for compliance with specifications, close out projects, submit progress and final payments; inspect property to ensure compliance throughout the compliance period;
Sarah Millard, Fiscal Director	Financial Records

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

F. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

A. Contract Term.

Services of the Sub-recipient shall start on November 6, 2018 and end on December 31, 2020. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

B. Project Schedule.

The Sub-recipient will perform the described homebuyer rehabilitation tasks and complete the rehabilitation of eligible units in conformance with the schedule below.

Activity	Planned Finish Date
Forms and Procedures	March 2019
Marketing/Outreach	On-going
Applications/Eligibility Determination	On-going
Awards/Project Selection	On-going
Contracts	On-going
25% of Funds Committed	September 2019
50% of Funds Expended	January 2020
100% of Funds Expended	October 2020
Project Closeout	December 2020

III. BUDGET

A. Line Item Budget

The following is the budget for the homebuyer program to be administered by the Sub-recipient.

Homebuyer loans	\$ 117,120.00
Lead Based Paint Fees	\$ 1,880.00
Administration and Program Delivery	\$ 9,000.00
TOTAL	\$ 128,000.00

B. Indirect Costs

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

IV. PAYMENT

A. Subgrant Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$128,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section III herein and in accordance with performance.

B. Direct Rehabilitation Expenses.

Payments to contractors should be made on the basis of work completed, with at least 10 percent retained until final inspection and sign-off of the completed rehabilitation by the Sub-recipient's staff and property owner.

*Payment schedules based on number of inspections throughout the process will work, but not an actual schedule as construction timelines can vary based on a number of factors encountered throughout the process.

C. Operation & Administration Expenses

Expenses for general administration shall also be paid against the line item budgets specified in Section III and in accordance with performance.

D. Financial Management Certification

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Michael Lumbis, Planning & Community Development Director
City of Watertown
245 Washington Street
Watertown, NY 13601
Tel: (315) 785-7734
Fax: (315) 785-7829

Sub-recipient

Reginald J. Schweitzer, CEO/Executive Director
Neighbors of Watertown, Inc.
112 Franklin Street
Watertown, NY 13601
(315) 782-8497
(315) 782-0102

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall provide the Grantee with proof of the above insurances and bond, reflecting that the City of Watertown is the loss payee for such coverages, and shall also provide a Certificate of Insurance which reflects that the City is an additional insured on its Commercial General liability (CGL) Insurance and that the City of Watertown will be provided with at least 30 days notice, by the insurer, of any intent to cancel or discontinue the Sub-recipient's coverage.

The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR 200.325 and 200.447, Bonding and Insurance.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.340, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR 200.400-419 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report as needed all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The Sub-recipient will not use any program income. All program income will be returned to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit monthly Progress Reports to the Grantee in the form and with the content required by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the greater Watertown area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.311-315 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d)

governing optional relocation policies. The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794),

which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own Sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the

regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub-recipient and any of the Sub-recipient’s Sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipient and any of the Sub-recipient’s Sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income

persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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 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, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:

d. Lobbying Certification

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.C. 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and

maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee

to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Watertown, New York

By: _____
Richard M. Finn, City Manager

Neighbors of Watertown, Inc.

By: _____
Reginald J. Schweitzer, Executive Director

Res No. 8

October 29, 2018

To: Richard M. Finn, City Manager

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

Subject: Authorizing the Mayor to Enter Into and Execute the Contract with the New York State Department of State for the City of Watertown Revitalization and Redevelopment Plan for Sewall's Island and Factory Square

The City of Watertown was awarded \$50,000.00 for a Strategic Planning and Feasibility Studies grant from the New York State Department of State in December of 2016. The funding was originally earmarked for the development of a Downtown Revitalization Plan, but the project was put on hold when the State announced that the City was selected as the regional winner of the Downtown Revitalization Initiative.

At the August 20, 2018 meeting, the City Council discussed repurposing the grant and agreed with Staff's recommendation to use the funds to prepare a Revitalization and Redevelopment Plan for Sewall's Island and Factory Square. The study will create a vision and capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments and businesses, and identify transformational projects in this area of downtown Watertown. The project involves the development of preliminary designs and cost estimates for the commercial redevelopment of the island, along with the park and trail development on the eastern portion of the island. The preliminary designs and cost estimates will be used for future budgeting and potential grant applications for construction.

The \$50,000 DOS Strategic Planning Grant requires a \$50,000 match from the City. The City Council agreed to match the grant with \$45,000 in funding already approved in the Capital Budget for Sewall's Island and \$5,000 of in-kind services from Staff time so that no additional funding would need to be appropriated.

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

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

Action: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Authorizing the Mayor to Enter Into and Execute the Contract with the New York State Department of State for the City of Watertown Revitalization and Redevelopment Plan for Sewall's Island and Factory Square

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa L.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown was awarded \$50,000 in funding from the New York State Department of State (NYS DOS) for a Strategic Planning and Feasibility Studies grant to prepare a Revitalization and Redevelopment Plan for Sewall's Island and Factory Square, and

WHEREAS the grant will assist with the revitalization and redevelopment plan which will include the development of vision for the area and preliminary designs and cost estimates which will be used for future budgeting and potential grant applications for construction, and

WHEREAS the project will also include economic analyses and public outreach such as surveys, stakeholder meetings and community workshops, and

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

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

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

Seconded by

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY:</p> <p>NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231</p>	<p>BUSINESS UNIT/DEPT ID: DOS01/3800000</p> <p>CONTRACT NUMBER: T1000978</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>WATERTOWN CITY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>n/a</p>	<p>PROJECT NAME:</p> <p>Watertown Downtown Revitalization Plan</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS VENDOR ID Number: 1000002584</p> <p>Federal Tax ID Number: 15-6000419</p> <p>DUNS Number (if applicable): n/a</p>	<p>AGENCY IDENTIFIER:</p> <p>NC 16-LWRP-6</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>n/a</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>City of Watertown 245 Washington Street Watertown, NY 13601</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: n/a</p> <p>Exemption Status/Code: 3A/02</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: FROM: 10/1/2018 TO: 9/30/2023</p> <p>CURRENT CONTRACT PERIOD: FROM: 10/1/2018 TO: 9/30/2023</p> <p>AMENDED TERM: FROM: TO:</p> <p>AMENDED PERIOD: FROM: TO:</p>	<p>CONTRACT FUNDING AMOUNT: <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount)</i></p> <p>CURRENT: \$50,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCES: <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

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

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

ATTACHMENTS PART OF THIS AGREEMENT:

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

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

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

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

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

CONTRACTOR:

City of Watertown
245 Washington Street
Watertown, NY 13601

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

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

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Review Form

On Face Page (page 1), are the Contractor Name, Federal Tax ID Number and NYS Vendor ID Number correct?	YES	NO
On Face Page (page 2), is the Current Contract Funding Amount correct?	YES	NO
On Face Page (page 2), does the Current Contract Term and Period reflect the time period during which all project costs will be incurred (including match)?	YES	NO
On Attachment A-1, Page 6, is the Mayor's contact information complete and correct?	YES	NO
In Attachment B, does the budget accurately reflect the anticipated costs for the project?	YES	NO
In Attachment B, Category E, are the known subcontractors accurately reflected?	YES	NO
In Attachment C, does the project description and work program tasks accurately reflect the work to be undertaken for the project?	YES	NO
Confirm that the City of Watertown is registered in the Grants Gateway.	YES	NO
Confirm that the City of Watertown is registered in the NYS Contract System.	YES	NO
Confirm that a certified resolution authorizing the execution of the state contract is included in this submission.	YES	NO
Confirm that MWBE Form A (or copy of EEO policy) and MWBE Form B is included in this submission.	YES	NO
Confirm that MWBE Form D or MWBE Form D-1 is included in this submission.	YES	NO
Confirm that the Vendor Responsibility Questionnaire has been completed for any known subcontractors listed for over \$100,000, and that their Disability and Workers' Comp certificates are included in this submission.	YES	NO
Confirm that all appropriate financial documentation related to this contract will be retained during the life of the contract and for a period of six years following the final contract payment, and that the documentation will be submitted as necessary to support payment requests and/or upon request by DOS.	YES	NO

*****If any questions above are answered "NO", a written explanation must be attached to this form*****

Signature of the Mayor: _____

Date: _____

Enter the name, phone number and email address of the individual(s) that we should contact if we have questions while executing this contract:

Name: _____ Phone: _____

Email Address: _____

Contact Update Form

Please update/specify information for up to (3) people to receive contract related correspondence from DOS. Ideally we would want to see the CEO, grant administrator, and project manager listed on this form. Changes should only be made in the Changes/Additions/Corrections column.

Changes/Additions/Corrections

Official mailing address of the City of Watertown	City of Watertown 245 Washington Street Watertown, NY 13601	
Mayor of the City of Watertown	Name: Joseph Butler Title: Mayor Affiliation: City of Watertown Email: jbutler@watertown-ny.gov Phone: 315-785-7720	
Contact Person #1	Name: Sharon Addison Title: City Manager Affiliation: City of Watertown Email: Phone:	
Contact Person #2	Name: Title: Affiliation: Email: Phone:	

FORM A
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

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

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

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ 30% Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

FORM B

STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

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

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

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

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

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

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

OTHER CATEGORIES

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

**FORM D
M/WBE UTILIZATION PLAN**

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

Offeror's Name:

Federal Identification No.:

Address:

Project/Contract No.:

City, State, Zip Code:

M/WBE Goals in the Contract: MBE 15% WBE 15%

Telephone No.:

Region/Location of Work:

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

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

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

**STATE OF NEW YORK
DEPARTMENT OF STATE**

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
SECRETARY OF STATE

MWBE COMPLIANCE CERTIFICATION LETTER (FORM D-1)

I, _____, a duly authorized representative of _____ (hereinafter, "Applicant"), acknowledge by my signature below that Applicant is committed to show due-diligence and to comply with the established MWBE goals and requirements set forth in RFA No. _____ (hereinafter, the "RFA") with the NYS Department of State (DOS).

Applicant understands that submitting an MWBE Utilization Plan – Form D will be a requirement if awarded the Contract. As hereby authorized and directed by DOS, Applicant acknowledges and agrees that, following contract execution, it shall submit the MWBE Utilization Plan – Form D for the Contract within two weeks after the selection of any vendor or subcontractor for the provision of MWBE-applicable purchases or contractual services to be undertaken in furtherance of the Contract. The Contractor shall be required to adhere to any such MWBE Utilization Plan in the performance of the Contract, and a failure to so submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. It is further acknowledged and agreed that this document shall not under any circumstances be construed as constituting a waiver or release, in whole or in part, of any provision of the RFA or Contract or of any rights, obligations or remedies that may be available to DOS or Contractor.

Date:

Signature: _____

Contract Number:

Name:

Contract Description:

Title:

Contact Information:

Rev. 9/2017



**Department
of State**

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

C. Order of Precedence:

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

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

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

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

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
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OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

J. Notice:

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

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

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

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

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

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

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

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

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

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

2. Notice of Termination:

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

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

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

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

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

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

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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

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

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

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

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

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

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

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

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

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

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

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

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

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

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and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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

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include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

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

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

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

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

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

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

2. Cost Allocation:

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

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

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

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

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

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

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

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Agency Specific Clauses (revised 3/20/17)

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

A. Project Timetable

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

B. Budget Modifications

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

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

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

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

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

D. Property

The ownership of all property or intellectual property, described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in

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

E. Termination

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

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.
2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.
3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general

compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.

6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

F. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see <http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.
2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. Notwithstanding the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval

is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

G. Compliance with Procurement Requirements

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

H. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.
2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the

VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

I. State Attorney General Charities Registration

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

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

J. Records Access

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

K. Notices

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

1. Notice to the State

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

2. Notice to the Contractor

Name: Joseph Butler
Title: Mayor
Affiliation: City of Watertown
Address: 245 Washington Street
Watertown, NY 13601
Telephone Number: 315-785-7720
E-Mail Address: jbutler@watertown-ny.gov

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

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

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

M. Minority and Women Owned Business Participation

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

1. General Provisions

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

2. Contract Goals

- a. For purposes of this Contract, the Agency hereby establishes an overall goal of 30% for MWBE participation. The specific percentages for the New York State-certified Minority-Owned Business Enterprises ("MBE") participation and the New York State-certified Women-Owned Business Enterprises ("WBE") participation, (collectively, "MWBE Contract Goals"), are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2(a) hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

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

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract

with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

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

- d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1) Evidence of outreach to MWBEs;
 - 2) Any responses by MWBEs to the Contractor's outreach;
 - 3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
 - 5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

- a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- b. In performing the Contract, the Contractor shall:
 - 1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
 - 3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).

- 4) The Contractor's EEO policy statement shall include the following language:
- a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

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

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

d. Form C - Workforce Utilization Report

- 1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.
- 2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.
- 3) The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The

Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

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

5. Waivers

- a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report.

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of

the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

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

7. Liquidated Damages - MWBE Participation

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

N. Service-Disabled Veteran-Owned Businesses Participation

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be

submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>.

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

II. Program Specific Clauses (revised 7/1/14)

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

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

10. The Contractor shall submit a Project Status Report, on a form prescribed by the Department, on a semi-annual 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.

B. Additional Requirements for Construction Projects

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

C. Reports, Documents and Maps

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

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

D. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty

(30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.

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

- c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 - e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

E. Contractor Property Interest

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

F. Date/Time Warranty

1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

3. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

G. Fees

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

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

H. Alienation

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

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

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

1. GENERAL MAP PRODUCT REQUIREMENTS -- The following general cartographic requirements must be adhered to by the Contractor:
 - a. Map Products and Supporting Data -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Such materials must meet the specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section. Additionally, finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). If analog map products are required by the contract, they must meet specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS section.

- b. Deliverable Format -- All digital map and attribute table files must be provided in ESRI Shapefile or Geodatabase file format including all associated metadata on Recordable CD or DVD, external hard drive, via email attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided as ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.
 - c. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
 - d. Map Accuracy -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
 - e. Datums and Coordinate Systems-- All map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88). Unless otherwise specified in the RFP, UTM Zone 18 shall be used for data at scales smaller than 1:10,000 and State Plan shall be used for data at 1:10,000 scale and larger.
2. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS -- The following cartographic construction requirements must be adhered to by the Contractor:
- a. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
 - b. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 - c. Point Duplication -- No duplication of points that occur within a data string is permitted.
 - d. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.

- e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
 - f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
 - g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 - h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.
3. DIGITAL-READY MAP PRODUCT REQUIREMENTS -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
- a. Base Map Media -- All maps must be created on mylar or other stable base material.
 - b. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 - c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
 - d. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the GENERAL MAP PRODUCT REQUIREMENTS above and the map scale.
 - e. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section outlined above.
4. CONTRACT DATABASE STANDARDS
- a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.

- b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
- c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

J. Notice of Public Proceedings

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

K. Submission of all correspondence and documentation

1. Unless otherwise stated in Attachment C, the Contractor agrees to provide the Department with the required products in the following formats. All products and shall include the NYS contract number as indicated on the Face Page of this Agreement and where applicable, reflect the task number it relates to in Attachment C.
 - a. Draft products: two paper copies of each product must be submitted.
 - b. Final products: two paper copies of each product must be submitted. In addition all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy (in Adobe® Acrobat® Portable Document Format - PDF), created using 300 dpi scanning resolution, and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, contract number, and project title.
 - c. Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented.
2. Contractor agrees to provide the Department with original payment request documentation as described in Attachment D.

L. Environmental Review

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

ATTACHMENT B-1 – EXPENDITURE BASED BUDGET

A. Salaries	\$5,000.00
B. Travel	\$0.00
C. Supplies	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$95,000.00
F. Other	\$0.00

TOTAL PROJECT COST \$100,000.00

Total State Funds \$50,000.00

Total Local Match \$50,000.00

MWBE Goals:

State funds subject to MWBE goals		\$50,000.00
MBE Goal:	15%	\$7,500.00
WBE Goal:	15%	\$7,500.00

A. SALARIES (including fringe benefits)

<u>Title</u>	<u>Annual Salary</u>	<u>Amount Charged to Project</u>
Planning and Community Development Director	\$72,626	\$1,000.00
Senior Planner	\$60,360	\$2,000.00
Planner	\$46,144	\$2,000.00

SUBTOTAL **\$5,000.00**

B. TRAVEL

SUBTOTAL **\$0.00**

C. SUPPLIES

SUBTOTAL **\$0.00**

D. EQUIPMENT

SUBTOTAL **\$0.00**

E. CONTRACTUAL SERVICES

Professional planning services for preparation of a Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square.
Subcontractor: To Be Determined

SUBTOTAL **\$95,000.00**

F. OTHER

SUBTOTAL **\$0.00**

ATTACHMENT C - WORK PLAN

Watertown Downtown Revitalization Plan

1. Project Description

The City of Watertown will prepare a Revitalization and Redevelopment Plan for Factory Square and Sewall's Island to create a vision and capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments and businesses, and identify transformational projects in this area of downtown Watertown. The project involves the development of preliminary designs and cost estimates for the commercial development of the island along with the park and trail development on the eastern portion of the island. The preliminary designs and cost estimates will be used for future budgeting and potential grant applications for construction. To inform the planning process, the project will include economic analyses and public outreach such as surveys, stakeholder meetings and community workshops. This project will implement important priorities in the City's draft Local Waterfront Revitalization Program.

The City of Watertown is the largest population center in a five-county region. In addition to serving City residents, the downtown attracts visitors from the nearby military base at Fort Drum; from Jefferson, Lewis, and St. Lawrence Counties; and throughout New York State. While the City of Watertown's downtown has experienced sustained physical deterioration, decay, neglect, and disinvestment over time, the dawn of the 21st Century brought a reversal in attitudes and there has been a resurgence of pride in the downtown and its important role in Watertown's history. Downtown Watertown also serves the City and the region by offering a large concentration of both market rate and income-based housing options.

The City has already shown success by competing for, being nominated by the North Country REDC, receiving the award, and completing the planning process for the Governor's Downtown Revitalization Initiative (DRI) Round 2. The Strategic Investment Plan resulting from the DRI 2 planning process focused on Public Square and connecting streets, a discrete 0.25 square mile area. This EPF LWRP project will complement the DRI 2 Plan by preparing a Revitalization and Redevelopment Plan for a key area of downtown that connects to the DRI 2 planning area, but was not included in the DRI 2 Plan. This project will outline strategies for enhanced visual appeal and increased walkability, and will serve as a guide to sustain recent and future public and private investments in the area. The revitalization of downtown Watertown will provide tourism and economic benefits on a local, regional, and state level.

Preparation of the Revitalization and Redevelopment Plan for Factory Square and Sewall's Island will be undertaken through consultant planning services to be procured by the City of Watertown and overseen by a Project Advisory Committee. The Project Advisory Committee will include representatives from the City of Watertown; the New York State Department of State; chamber of commerce; community, environmental, recreational, historic preservation and economic development interests; business owners; tourism promotion organizations; and residents in the waterfront area. The City will provide a cash match and match through in-kind services from the City's Planning Department.

2. Project Attribution and Number of Copies

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

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

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

- Draft products: two paper copies of each product. In addition, all draft products must be submitted as an electronic copy in Word or Word Perfect and Adobe Acrobat Portable Document Format –PDF (created using 300 dpi scanning resolution).
- Final products: two paper copies of each product. In addition, all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy in Word Perfect or Microsoft Word and Adobe® Acrobat® Portable Document Format - PDF (created using 300 dpi scanning resolution) and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, the Departments contract #, and project title.
- Electronic data for all Geographic Information System-based mapping products must be included in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department) as well as in JPEG or GIF format.
- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented. Electronic data for all pictures and photographs must be submitted in JPG or GIF format or other similar product acceptable to the Department.

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

3. Compliance with Procurement Requirements

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

4. Project Components

Task 1: Project Kick-Off Meeting

The Contractor, the Department, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements, roles and responsibilities of project partners, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project kick-off meeting. 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 Department approval of the proposed approach as outlined in the meeting summary.

Products: Project kick-off meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 2: 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, county, and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

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

Task 3: Request for Proposals

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

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

Task 4: Consultant Selection and Compliance with Procurement Requirements

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

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

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

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

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

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures.

Task 5: Subcontract Preparation and Execution

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility, firm expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks including how the identified MWBE goals will be satisfied. The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in Attachment C of this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Appendix A-1.

Products: Draft and final, executed consultant subcontracts.

Task 6: Second Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting, that includes the consultant(s), and other project partners as appropriate, to review project requirements, 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. The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Meeting participants shall also identify the study area boundary and any available land use data, maps or reports that are relevant to area/site redevelopment. 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 Department approval of the proposed approach as outlined in the meeting summary.

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

Task 7: Public Participation Plan

The Contractor or its consultant(s), the Project Advisory Committee, and other partners as appropriate, shall prepare a method and process to encourage community participation in the community visioning process. The Public Participation Plan shall identify key individuals, organizations, and entities to be involved, and shall identify the visioning process and the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings. All public meetings will be publicized in the community through press releases, announcements, individual mailings, and any other appropriate means. A summary of each public outreach session will be made available in written form and through other appropriate means, such as websites.

The Contractor or its consultant(s) shall submit the draft public participation plan to the Department for review and approval and shall incorporate the Department's comments in the final public participation plan.

Products: Draft and final public participation plans.

Task 8: Community Visioning

The Contractor or its consultant(s) shall conduct a public meeting and other public outreach in accordance with the Public Participation Plan to obtain input regarding community, downtown, and waterfront issues, opportunities and goals for the future. This meeting/workshop shall be designed to obtain public input for the development of a Vision Statement for the community and proposed/potential downtown redevelopment site(s) at Factory Square and Sewall's Island. The Contractor or its consultant(s) shall document public feedback and develop a Vision Statement that summarizes community goals and objectives as described below. The Contractor shall submit the summary of the public meeting to the Department for review.

Products: Minutes/written summary of the public meeting.

Task 9: Vision Statement

Based on feedback provided during the community visioning workshop, and in consultation with the project advisory committee, the Contractor or its consultant(s) shall develop a vision statement and summary description of the downtown redevelopment goals and objectives for the project area. This statement or summary shall guide all project work, including community and site assessment; analysis of constraints, needs and opportunities; and development of a strategy, action plan, and/or list of priority projects.

Examples of redevelopment goals and objectives may include, but are not limited to, the following:

- identification of redevelopment opportunities and strategies
- identification of catalytic projects
- parking strategies
- urban design recommendations
- reclaiming the waterfront as a regional activity center
- strengthening the physical and economic linkages between the waterfront and downtown business district
- sustaining and improving existing water-dependent and non-water-dependent businesses
- determining appropriate new uses to strengthen the relationship of economic redevelopment on the waterfront to the downtown business district
- determining an appropriate mix of new waterfront and downtown commercial, recreational, industrial, and residential uses
- identifying new uses that would enhance the waterfront area as a regional destination by increasing public access and enjoyment of the waterfront
- regulatory tools and policy recommendations

The Contractor shall submit a draft vision statement or summary to the Department for review and approval, and shall incorporate the Department's comments into the final vision statement and summary. The approved statement and/or summary shall be incorporated into the draft and final project reports.

Products: Written vision statement and/or summary of goals and objectives.

Task 10: Study Area Profile - Inventory and Analysis of Existing Uses and Environmental Conditions

The Contractor or its consultant(s) shall complete a thorough inventory and analysis of the study area. The Contractor or its consultant(s) shall describe and characterize the study area in terms such as: land and buildings usage, total acres; acres developed and acres vacant; percent of the total area or sector developed

with specific land use types; percent of land area vacant; total linear feet of shoreline; and other terms as may be appropriate to characterize and describe the study area.

The inventory and analysis may include, but need not be limited to, a description of the following:

- location of study area as it relates to the community
- total land area
- land ownership pattern including: land and acres held in public ownership (municipality, county, state, and federal); land held in private ownership; and land committed to roads/right-of-ways and surface waters
- connectivity of the study area with adjacent neighborhoods and the riverfront
- existing and adjacent land and water uses including but not limited to water-dependent, water-enhanced, residential, commercial, industrial, vacant or underutilized, parks and dedicated open space, and institutional
- land area committed to each land use category
- existing zoning and other relevant local laws
- inventory of vacant and occupied area buildings including building name, levels, gross square footage, original use, current use, condition, reuse potential, and ownership
- inventory of other structures such as bridges, dams or hydroelectric facilities
- historic or archeologically significant areas, sites, districts, or structures
- transportation systems, circulation, and types (truck, car, bus, ferry, train, recreational and commercial vessels, pedestrian, bicyclists, etc.)
- parking lots and garages
- infrastructure and utilities (land and waterside), location, extent, condition, capacity
- natural features and conditions including upland and waterside features and conditions
- an analysis that identifies and describes needs and opportunities in the study area

The Contractor shall submit the draft inventory and analysis to the Department for review and approval, and shall incorporate the Department's comments into the final study area profile/inventory and analysis. The approved study area profile/inventory and analysis shall be incorporated into the draft and final project reports.

Products: A completed inventory and analysis of uses and conditions.

Task 11: Economic/Market Analysis

The Contractor or its consultant(s) shall use recently completed economic analyses of the community and immediate region such as the 2017 Fort Drum Regional Economic Impact Report, the 2016 Empire State Development report, "Economic Impact of Tourism in New York – Thousand Islands Region", and the analysis done for the DRI 2 Strategic Investment Plan (2017) to estimate market demand for a range of potential future land uses that are economically viable, compatible, and appropriate with the site(s) targeted for redevelopment in the study area.

The Contractor shall submit the draft economic/market analysis to the Department for review and approval, and shall incorporate the Department's comments into the final economic/market analysis. The approved economic/market analysis shall be incorporated into the draft and final project reports.

Products: An economic/market analysis that estimates future land uses that may be suitable to occupy the area targeted for redevelopment.

Task 12: Future Land Uses Defined

The Contractor or its consultant(s) shall identify and describe the most appropriate development/land use alternatives based upon the earlier analyses. The initial project vision, goals and objectives will be re-evaluated to determine their appropriateness as the analysis may warrant new or revised goals and objectives. The descriptions shall include the following:

- The range of most appropriate development/land uses
- The economic benefits (in terms of tax revenues, jobs created, and associated economic generators) to the community and region.
- The community benefits of recreation facilities, greenspace and river access
- The costs associated with the desired development
- Infrastructure improvements needed to support the proposed development alternatives, such as improvements to transportation systems, infrastructure and utilities, and environmental conditions (such as containing runoff through grading or drainage structures, revegetating the shoreline, etc.).

The Contractor shall submit draft proposed land use descriptions to the Department for review and approval, and shall incorporate the Department's comments into the final development/land use alternatives. The approved development/land use alternatives shall be incorporated into the draft and final project reports.

Products: Written description and justification of proposed land uses, including maps and other graphic materials, as appropriate.

Task 13: Action Plan for the Study Area

The Contractor or its consultant(s) shall prepare an action plan that includes recommendations to achieve the desired redevelopment objectives for the study area.

The recommendations will describe in detail the specific steps that must be taken to achieve the desired redevelopment objectives. The actions will be categorized, described in priority order, and include the short-and long-term actions that must be taken to redevelop the area or achieve the desired changes.

The types of project categories may include: studies, reports, assessments, or feasibility studies; legislative or regulatory actions; preconstruction actions such as the preparation of design drawings and specifications; and construction or capital projects. The description will include the date when the action should occur, estimated cost, responsible entity, and potential funding sources. Examples of recommended actions include:

- site specific conceptual designs, studies, reports, and strategies
- feasibility analysis for large construction or infrastructure improvements
- site surveys
- title investigations to resolve ownership disputes
- remedial investigations and action plans for contaminated sites
- bulkhead assessments and repairs
- dredging actions (obtaining sediment samples, testing, identifying spoil disposal locations, dredging)
- preparation of design standards and guidelines to guide future development
- increasing public access opportunities
- streetscape or facade improvement plans
- demolition of abandoned or failing structures

- land assemblage
- preparation of construction drawings and specifications
- drafting new local laws, revising existing local laws and other regulatory tools and policy recommendations
- applying for and obtaining necessary permits
- a description of actions that state or federal agencies need to undertake to implement the plan
- phasing plans for large scale construction or redevelopment activities
- planning to advance construction activities
- strategies for improving/enhancing downtown parking
- strategies for project financing and marketing

The Contractor shall submit a draft action plan and recommendations to the Department for review and approval, and shall incorporate the Department's comments into the final action plan. The approved action plan and recommendations shall be incorporated into the draft and final project reports.

Products: Description of actions to achieve desired redevelopment objectives.

Task 14: Complete Draft Report

The Contractor or its consultant(s) shall produce a draft report in narrative form, incorporating the results and products developed under previous tasks. Appropriate graphics (maps, tables/charts, site plans, elevation and perspective drawings, renderings) shall be included. Maps and other graphics will be reproducible and prepared at an appropriate scale. Maps and other graphics shall also be prepared for presentation to the community. The draft report and all related materials shall be provided to the Department for review and approval prior to presentation to the community and finalization of the report.

Products: Draft report and supporting graphics as described above.

Task 15: Community Meeting

The Contractor or its consultant(s) shall conduct a community meeting to present the draft report and obtain feedback from project stakeholder and the public. The Contractor or its consultant(s) shall document public comment and submit a summary of the public meeting to the Department for review.

Products: Minutes/written summary of the public meeting.

Task 16: Complete Final Report

Based on feedback provided during the community meeting, and any comments prepared by project partners and the Department, the Contractor or its consultant(s) shall revise the draft report and supporting materials and complete a Final Report. The Final Report shall contain all materials developed under previous tasks. The Contractor shall submit the Final Report to the Department for review and approval. The Department comments must be addressed to the satisfaction of the Department in the Final Report prior to publication and distribution.

Products: Final report and all supporting materials as described above.

Task 17: MWBE Reporting

In accordance with Attachment A-1, Part I, Section M, Paragraph 6, Contractor shall be required to use the New York State Contract System (“NYSCS”) to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations in relation to funds used pursuant to this Agreement. Contractor shall be required to submit utilization plans in paper format until such time as submission is made available through the NYSCS and notification of such availability is provided to Contractor by the State. Upon such notification by the Department, Contractor shall submit required utilization plans through the NYSCS. So long as Contractor complies with the reporting requirements stated above in the manner directed by the Department, the requirement of Attachment A-1, Part I, Section M, Paragraph 6 for paper filing of Quarterly Reports shall be waived. Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the “Contact Us & Support” link.

In the event Contractor does not have the capacity to use the NYSCS in the manner required above, an exception may be granted by the Department of State upon Contractor’s written request and showing of good cause to allow for paper reporting. If such an exception is granted by the Department of State, paper reporting in a manner and form directed by the Department shall be required including but not limited to the submission of Quarterly MWBE Contractor Compliance Report (Form F) forms in accordance with Section M, Paragraph 6, of Attachment A-1.

Products: Ongoing reporting through NYSCS during the life of the contract.

Task 18: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 19: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to DOS.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.

- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.

The Department:

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

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \$0 (0% of the budget) as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting 0% of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due Date: 3/31, 6/30, 9/30, 12/31
- Monthly Reimbursement
Due Date: _____
- Biannual Reimbursement
Due Date: _____
- Fee for Service Reimbursement
Due Date: _____

- Rate Based Reimbursement
Due Date: _____
- Fifth Quarter Reimbursement
Due Date: _____
- Milestone/Performance Reimbursement
Due Date/Frequency: _____
- Scheduled Reimbursement
Due Date/Frequency: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the timeframes designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until 60 days after completion of the agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is at project completion. The agency shall complete its audit and notify vendor of the results no later than 60 days later. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Progress Report (Project Status Form)	Start of contract through current date	6/30* 12/31*
	*Due every year during the contract period, as amended.	

Res No. 9

October 18, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Authorizing Master Agreement with New York State Department of Transportation (NYS DOT), Design Phases I-IV of Pedestrian Signal Improvement Project

At the March 5, 2018 meeting, City Council agreed for the City Engineer to apply for funding from NYS DOT for pedestrian safety improvements. The Design Phase is available for 100% of Federal Funding.

A Resolution is attached for City Council consideration authorizing the Master Agreement for Contract D036015 for the Pedestrian Signal Improvement Project.

RESOLUTION

Page 1 of 2

Authorizing Master Agreement with New York State Department of Transportation (NYS DOT), Design Phases I-IV of Pedestrian Signal Improvement Project, PIN 70PS02, Contract D036015

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS a Project for the City of Watertown Pedestrian Signal Improvement Project, PIN 70PS02 (the "Project") is eligible for funding under Title 12 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ration of 100% Federal funds and 0% non-federal funds, and

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

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Pedestrian Signal Improvement Project,

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

BE IT FURTHER RESOLVED that the City Council hereby approves the above-subject project, and

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

BE IT FUTHER RESOLVED that the sum of \$48,000 is hereby appropriated from the City of Watertown and made available to cover the cost of participation in the above phase of the Project, and

RESOLUTION

Page 2 of 2

Authorizing Master Agreement with New York State Department of Transportation (NYS DOT), Design Phases I-IV of Pedestrian Signal Improvement Project, PIN 70PS02, Contract D036015

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

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

BE IT FURTHER RESOLVED that the Mayor of the City of Watertown be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement request for Federal Aid and/or Marchiselli Aid on behalf of the City of Watertown with the New York State Department of Transportation in connection with the advance or approval of the Project and providing for the administration of the Project and the municipality’s first instance funding of project costs and permanent funding of the local share of federal-aid and stat-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and

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

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

Seconded by



Department of
Transportation

ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

STEVEN G. KOKKORIS, P.E.
Regional Director

September 6, 2018



Mr. Richard Finn, City Manager
Suite 302, City Hall
245 Washington Street
Watertown, NY 13601

RE: PIN 70PS02 MASTER AGREEMENT

CONTRACT #: D036015

PROJECT: City of Watertown Pedestrian Signal Improvement Project

PHASE(S): Design Phases I-IV

MUNICIPALITY: City of Watertown

Dear Mr. Finn:

Attached is the Master Agreement which is required at this time to incorporate funds required for the Design phases of this project.

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

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

- The **Agreement**; and
- The Schedule A
- The Schedule B
- Appendix A
- Appendix A-1
- Appendix B
- Sample Resolution

Mr. Richard Finn
Page 2
September 6, 2018

To Complete the Agreement:

The signature page (page 10) requires the signature of the Local Official authorized to act on the City's behalf, and the signature of the Municipal Attorney, each at the place indicated. The Acknowledgment Statement on page 10 requires a Notary's signature and stamp affixed, as indicated.

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

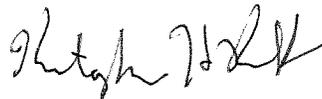
Signatures on all copies of the Signature Page and the Resolution should be in original ball point pen (blue ink).

To Progress the Project:

Please execute and return to my office one complete agreement package and resolution and the six signature sheets and their accompanying six original resolutions authorizing funds for these phases.

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

Sincerely,



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

Enclosure

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

MUNICIPALITY/SPONSOR: City of Watertown
PROJECT ID NUMBER: 70PS02 D#036015 BIN: N/A
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D036015

This Agreement is by and between:

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

and

the City of Watertown (the "Municipality/Sponsor")
acting by and through City of Watertown
with its office at the Municipal Building, 245 Washington St., Watertown, NY 13601.

This Agreement covers eligible costs incurred on or after 9/4/2018.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as City of Watertown Pedestrian Signal Improvement Project (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

MUNICIPALITY/SPONSOR: City of Watertown
PROJECT ID NUMBER: 70PS02 D#036015 BIN: N/A
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the Mayor of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid

MUNICIPALITY/SPONSOR: **City of Watertown**
PROJECT ID NUMBER: **70PS02 D#036015** BIN: **N/A**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A

Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

MUNICIPALITY/SPONSOR: City of Watertown
PROJECT ID NUMBER: 70PS02 D#036015 BIN: N/A
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

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5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion,

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reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

- 9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.
- 9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.
- 9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they 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 State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

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11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current

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Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

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

New York State Department of Transportation (NYSDOT)

Name: **Michael L. Zimmermann**
Title: **Regional Local Program Liaison**

Address: **317 Washington Street, Watertown, NY 13601**
Telephone Number: **315-785-2405**
Facsimile Number: **315-785-2315**
E-Mail Address: **michael.zimmermann@dot.ny.gov**

[Municipality/Sponsor] City of Watertown

Name: **Mr. Richard Finn**
Title: **City Manager**
Address: **245 Washington Street, Watertown, NY 13601**
Telephone Number: **315-785-7730**
Facsimile Number: **315-782-9014**
E-Mail Address: **rfinn@watertown.ny.gov**

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

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State

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Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction

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Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D036015**

This Agreement is by and between:

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

and

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

This Agreement covers eligible costs incurred on or after **9/4/2018.**

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **City of Watertown Pedestrian Signal Improvement Project** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

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WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the Mayor of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid

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Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

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4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

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5. *Supplemental Agreements and Supplemental Schedule(s)* A. Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion,

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reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they 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 State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

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11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current

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Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

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

New York State Department of Transportation (NYSDOT)

Name: **Michael L. Zimmermann**
Title: **Regional Local Program Liaison**

Address: **317 Washington Street, Watertown, NY 13601**
Telephone Number: **315-785-2405**
Facsimile Number: **315-785-2315**
E-Mail Address: **michael.zimmermann@dot.ny.gov**

[Municipality/Sponsor] City of Watertown

Name: **Mr. Richard Finn**
Title: **City Manager**
Address: **245 Washington Street, Watertown, NY 13601**
Telephone Number: **315-785-7730**
Facsimile Number: **315-782-9014**
E-Mail Address: **rfinn@watertown.ny.gov**

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

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State

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Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction

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specifications and procedures on a project by project basis).

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF *Jefferson*)

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

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

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.

COMPTROLLER'S APPROVAL:

Date: _____

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

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 70PS.02**

OSC Municipal Contract #: <u>D036015</u>	Contract Start Date: <u>9/4/2018</u> (mm/dd/yyyy)	Contract End Date: <u>9/4/2023</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
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Purpose: Original Standard Agreement Supplemental Schedule A No.

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): City of Watertown
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: HWY SIGNALS **County** (If different from Municipality): Jefferson

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):
Project Description: City of Watertown Pedestrian Signal Improvement Project

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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

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

NYSDOT/State-Local Agreement – Schedule A

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

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
70PS.02.121	Current	HSIP	\$48,000.00	\$48,000.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$48,000.00	\$48,000.00	\$ 0.00	\$ 0.00

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

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$48,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$48,000.00

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

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/> *	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*Municipality has lead responsibility

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals – N/A

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

*Municipality has lead responsibility

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including *de minimis* determination, as may be applicable. **If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.**
- 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.

B. Right-of-Way (ROW) Acquisition

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. **If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.**
- 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.
- 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.
- 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.
- 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. *
- 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.
- 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.

*Municipality has lead responsibility

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*Municipality has lead responsibility

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. *
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

*Municipality has lead responsibility

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this 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 Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

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

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

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

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

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

FEDERAL SINGLE AUDIT REQUIREMENTS

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

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

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

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

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

THE CFDA IDENTIFICATION NUMBER

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

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

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

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

PROMPT PAYMENT MECHANISMS

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

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

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

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

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

² <http://www.cfda.gov/>

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

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

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

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

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

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

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

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

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

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

SAMPLE RESOLUTIONS

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

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

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

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

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

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

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

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

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

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

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

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of

Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

Res No. 10

October 30, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Professional Services Agreement for Pedestrian Safety Action Plan (PSAP) Project, Fisher Associates

The City of Watertown was successfully awarded \$581,000 in funding from the NYS Pedestrian Safety Action Plan (PSAP) earlier this year. As stated in the attached report from City Engineer Justin Wood, the scope of work includes installation of accessible pedestrian signals, push buttons, and handicap ramp improvements at six high priority intersections in the City of Watertown.

Attached for City Council review and approval is a Professional Services Agreement for preliminary and final design services for this project with Fisher Associates in the amount of \$80,000, which is 100% reimbursable.

A resolution for City Council consideration is attached.

RESOLUTION

Page 1 of 1

Authorizing Professional Services Agreement for Pedestrian Safety Action Plan (PSAP) Project, Fisher Associates

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS a project for the installation of accessible pedestrian signals, push buttons, and handicap ramp improvements at six high priority intersections in the City of Watertown is being planned , and

WHEREAS the City of Watertown successfully applied and was awarded \$581,000 in funding through the NYS Pedestrian Safety Action Plan (PSAP) for this project, and

WHEREAS in support of this project, the City Engineering Department has negotiated a Professional Services Agreement with Fisher Associates for the preliminary and final design services at a cost of \$80,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and Fisher Associates, 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 the Agreement on behalf of the City of Watertown.

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: October 29, 2018

TO: Richard Finn, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Pedestrian Safety Action Plan (PSAP)
Professional Services Agreement – Fisher Associates

In the spring of 2018, the City of Watertown applied for and was successfully awarded \$581,000 in funding through the NYS Pedestrian Safety Action Plan (PSAP). The project is 100% federally funded, with no anticipated local share except for betterments.

The scope of work includes installation of accessible pedestrian signals, push buttons, and handicap ramp improvements at (6) six high priority intersections in the City of Watertown, including;

- Arsenal St. at Sherman St.
- Coffeen St. at Gaffney Dr.
- Mill St. at Main St. E/W
- Washington St. at Clinton St.
- Washington St. at Academy St.
- Washington St. at Brook Dr/WHS.

A Professional Services Agreement with Fisher Associates is being presented for approval, in the amount of \$80,000, which is 100% reimbursable. The scope of work include preliminary and final design services, following the Locally Administered Federal Aid Project (LAFAP) process.

Please forward to City Council for consideration and approval.

Cc: Jim Mills, City Comptroller
Patrick Keenan, Superintendent of Public Works

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this ___ day of *November*, 2018, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”), and Fisher Associates DPC, with principal offices located at *120 East Washington Street, Suite 200, Syracuse NY 13202*

RECITALS

WHEREAS, the City requested a proposal from *Fisher Associates*, along with a scope of work to provide Professional Services in connection with the *Pedestrian Safety Action Plan* as outlined in Exhibit “1”; and

WHEREAS, *Fisher Associates* responded with a proposal and scope of work in a letter addressed to the City, dated *October 25*, 2018, containing a fixed fee for those services; and

WHEREAS, the City and *Fisher Associates* desire to enter into an Agreement for the provision of the Professional Services as outlined in *Fisher Associates’ Fee Proposal* dated *October 25*, 2018.

WHEREAS, the provision of Engineering Services are professional services within the meaning of the New York General Municipal Law; the parties agree as follows:

AGREEMENT

1. Scope of Services.

The scope of services to be performed by Engineer for the City in connection with the *Pedestrian Safety Action Plan* project is as set forth in the proposal dated *October 25, 2018*, a copy of which is attached as Exhibit "1.", for a maximum amount payable of \$80,000.

Engineer shall provide qualified personnel to perform the assigned work. At all times relevant to this Agreement, Engineer's employees shall be regarded as its employees, and not City employees. Accordingly, Engineer shall be responsible for the payment of all wages, as well as insurances (including Workers' Compensation and disability insurance), and for any and all safety issues pertaining to its employees.

Engineer shall maintain commercial general liability coverage during its performance of the services outlined at Exhibit "1", in the minimum amount of \$1,000,000 per person/\$2,000,000 in the aggregate, naming the City as an additional insured. Engineer shall provide the City with a certificate of insurance evidencing this coverage prior to commencing work.

2. City Representative.

The City Engineer of the City of Watertown shall be the City's approval authority for all services to be performed under this Agreement. The City Engineer shall designate a City representative from whom all assignments to Engineer shall be issued and to whom all reports concerning the engineering services to be performed pursuant to this Agreement shall be provided. The City Engineer's designation of the City's representative shall be in writing.

3. City to Provide File Documents.

The City shall provide the Engineer with complete access to the City's file documents concerning the existing facility. It is anticipated that copies of relevant documents will be provided by City staff. When originals are provided, Engineer shall return any original documents upon completion of the task for which they were made available.

4. City Property.

All documents, reports, studies, recommendations, plans, and/or instruments of services prepared by Engineer and provided to the City, both written and electronic, shall become the property of the City upon provision.

5. Term of Agreement.

The performance of services by Engineer shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction by June 2019.

6. Payment.

The Engineer shall submit monthly progress payments for hours worked and reimbursable expenses incurred during that monthly period.

7. Disputes.

The venue of any dispute under this Agreement shall be in the New York State Supreme Court in and for Jefferson County, New York.

8. Notices.

To the City: Watertown City Manager
City of Watertown
245 Washington Street
Watertown, New York 13601

To the Engineer: Fisher Associates, DPC
120 East Washington Street
Syracuse, New York 13202

WHEREFORE, the parties have signed this Agreement this _____ day of
November, 2018.

CITY OF WATERTOWN

By: _____
Richard Finn
City Manager

Fisher Associates, DPC

By: _____
Engineer

EXHIBIT “1”

FEE PROPOSAL AND SCOPE OF SERVICES

City of Watertown Pedestrian Safety Action Plan

City of Watertown

NYSDOT PIN: 70PS.02

Scope of Services

October 25, 2018

Section 1 - General

1.01 Project Description and Location

Project Name: City of Watertown Pedestrian Safety Action Plan Project

PIN: 70PS.02

Project Description: Six (6) intersections on high volume federal-aid eligible highways will be upgraded to include new pedestrian signal poles, pedestrian heads and push button equipment. These intersections are:

- 1) Washington Street at Clinton/Sterling Streets
- 2) Washington Street at Mullin/Academy Streets
- 3) Washington Street at Watertown High School/Brook Drive
- 4) Arsenal Street at Sherman Street
- 5) Coffeen Street at Gaffney Drive
- 6) Mill Street at East/West Main Street

Project Limits: Each intersection, and 25-foot leg of each intersection measured from the PT of the intersecting roadway, is included in the limits of the project.

Sponsor: City of Watertown

City, Town, County: City of Watertown, Jefferson County

The anticipated start date of preliminary design: November 2018

The letting date: January 2020

The construction completed date. December 2020

The anticipated design costs: \$80,000

The anticipated construction costs: \$501,000

1.02 Project Manager

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

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

Justin Wood
City Engineer
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 771¹.

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

*Section 9 will be added by supplemental agreement at a later date.

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, 2, 3, 4, 5, 6, 7, 8, and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- ~~Traffic data.~~
- ~~Accident records and history.~~
- ~~Most recent bridge inspection and condition report, NYSDOT weighted average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.~~
- Record as-built plans.
- ~~Pavement history~~
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.

¹ <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=d21c8e6f33a02787d9b788103bac7b9d&rgn=div5&view=text&node=23:1.0.1.8.43&idno=23>

- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, 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.² 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 NYS DOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual³ 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 NYS DOT 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.

² <https://www.dot.ny.gov/plafap/view-document?id=1598>

³ <https://www.dot.ny.gov/plafap>

⁹ https://www.dot.ny.gov/portal/pls/portal/MEXIS_APP.EI_EB_DOC_DETAILS.show?p_arg_names=doc_id&p_arg_values=10618

- 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 and Analysis

2.01 Design Survey

- A. Ground Survey
The **Consultant** will provide terrain data required for design by means of a topographic field survey.
- B. Photogrammetric Survey
NOT USED
- C. Stream Survey
NOT USED
- D. Survey of Wetland Boundaries
NOT USED
- E. Supplemental Survey
The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current including soil borings obtained by the **Consultant** Under Section 2.08.
- F. Standards
Survey will be done in accordance with the standards set forth in the *NYS DOT Land Surveying Standards and Procedures Manual*⁴ and in accordance with local standards described in Section 10 of the SOS..
- G. Utilities
The **Consultant** shall perform the field survey to locate visible utility features (gas valves, water valves, manholes, etc.). This information will be used to provide mapping to all utility owners at each intersection.

2.02 Design Mapping

The **Consultant** will provide the following design mapping that conforms to Chapter 21 of the *Highway Design Manual*. The mapping shall be tied into the New York State Grid Coordinate System. The mapping will be provided in MicroStation/InRoads format:

- 1" = 20' scale mapping (22" x 34") with points and 1-foot contour intervals

The **Consultant** will provide supplemental mapping when needed for design purposes and to keep the mapping current for the duration of the project.

⁴ <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

All base mapping will be performed using the MicroStation Version V8i. Drawing files will conform to current NYSDOT level, line and symbology configurations (latest NYSDOT distribution).

All dimensions will be in U.S. Survey Feet.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

NOT USED

2.05 Traffic Counts

NOT USED

2.06 Capacity Analysis

NOT USED

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments

2.08 Soil Investigations

NOT USED

2.09 Hydraulic Analysis

NOT USED

2.10 Bridges to be rehabilitated

A. Inspection

NOT USED

B. Bridge Deck Evaluation

NOT USED

C. Load Rating of Existing Bridge

NOT USED

D. Fatigue Evaluation

NOT USED

2.11 Pavement Evaluation

NOT USED

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the *NYSDOT Project Development Manual*⁵

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** pavement edges; curve radii and termini; and existing ROW limits.
- **Where necessary:** important existing features, existing/proposed traffic signal equipment and locations of handicap ramps.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will prepare the following drawings for each location:

- 1"= 20' plans (11"x17") showing (as a minimum) roadway geometrics, locations of handicap ramps and preliminary locations of traffic signal poles and pedestrian heads and construction limits.

⁵ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each location.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be an IPP/FDR.

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT *Project Development Manual (PDM)*.⁶

The **Consultant** will submit 3 copies of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with 3 copies of the signed Draft DAD for distribution to advisory agencies.

The **Sponsor** will distribute the Draft DAD to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A Public Information Meeting(s)

The **Consultant** will assist the **Sponsor** at 1 public information meeting(s) with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of public information meeting(s). The **Consultant** will assist the **Sponsor** with appropriate notification.

B. Public Hearing(s)

No public hearing is anticipated.

3.07 Preparation of Final Design Approval Document (DAD)

⁶ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

The **Sponsor** will obtain all necessary approvals and concurrences and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings.

The **Consultant** will submit 3 copies of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Sponsor** will submit 2 copies of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

Section 4 – Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

The project is assumed to be a Class II action, therefore the **Consultant** will complete the FEA and include it as an Appendix in the Draft and Final DAD for review by the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final DEPA determination. The FEA need not be completed for projects assumed to be Class I and III actions.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. The project is assumed to be a Type II Action under SEQRA.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation.

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- ~~Coastal Zone Management~~
- ~~Navigable Waterways~~
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- ~~Noise~~
- ~~Air Quality~~
- ~~Energy~~
- ~~Farmlands~~
- Invasive Species

- ~~Visual Impacts~~
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the PLAFAP Manual and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the PLAFAP Manual, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

No detailed studies or analyses anticipated. A phase 1A-1B Cultural Resource Survey is not anticipated, pending NYSDOT/SHPO review of the Project Submittal Package. If required, it will be added by supplemental agreement. Any other detailed studies or analyses determined to be required as a result of the screening process under Section 4.04 will be added by supplemental agreement.

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not necessarily limited to:

- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit

A SWPPP will not be required.

(For a complete list of federal and State environmental requirements, see PDM, Appendix 1.)

4.07 Public Hearing

Not in contract

Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search

NOT USED

5.02 Right-of-Way Survey

Existing record plans of the project, and tax mapping, will be used to obtain the right-of-way boundary. Where proposed improvements are in close proximity to approximate right of way boundaries, additional boundary survey will be conducted to verify ROW boundary locations.

5.03 Right-of-Way Mapping

The **Consultant** will show rights of ways to tax map accuracy on the mapping – no appropriations are anticipated.

5.04 Right-of-Way Plan

NOT USED

5.05 Right-of-Way Cost Estimates

NOT USED

5.06 Public Hearings/Meetings

NOT USED

5.07 Property Appraisals

NOT USED

5.08 Appraisal Review

NOT USED

5.09 Negotiations and Acquisition of Property

NOT USED

5.10 Relocation Assistance

NOT USED

5.11 Property Management

NOT USED

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

NOT USED

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.⁷

The **Consultant** will prepare and submit 3 copies of the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

Advance Detail Plans shall include, at a minimum, the following:

- Title Sheet
- Index and Abbreviations
- Estimate of Quantities
- Legend Sheets
- General Notes
- Table of Quantities
- Traffic Control Plan
- Miscellaneous Tables
- Miscellaneous Details
- General Plans – 1"=20' B size
- Sign Plans
- Traffic Signal Plans
- Pavement Marking Plans
- Erosion & Sediment Control Plan, Notes, & Details

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

⁷ https://www.dot.ny.gov/divisions/engineering/design/dgab/hdm/hdm-repository/Chapt_21.pdf

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. . All utility owners, both private and public, will be requested to provide locations of all their underground utilities within the project corridor. Location information received from the utility owners will be analyzed for potential conflicts with proposed construction activities. All utilities will be shown on the plans. All information received from utility owners regarding their on-site facilities will be compiled and provided to the **Project Sponsor** for their records.

The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

6.06 Railroads

NOT USED

6.07 Bridge Inventory and Load Rating Forms

NOT USED

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
 - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual.

Section 8 - Construction Support

8.01 Construction Support

The Consultant will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the Sponsor under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the Consultant will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The Consultant will analyze and make recommendations on the implementation of changes proposed by the Sponsor or the construction contractor. This includes the Traffic Control Plan.
- The Consultant will interpret and clarify design concepts, plans and specifications.
- The Consultant will review and approve shop drawings for construction.
- The Consultant will prepare record drawings off of the Resident Engineer's red lines.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection

To be added under Supplemental Agreement

Section 10 - Estimating and Technical Assumptions

10.01 Estimating and Technical Assumptions

The following assumptions have been made for estimating purposes and are organized by scope section:

Section 1

Estimate 3 meetings during the life of this agreement.

- One meeting to kick off project
- One meeting for review of ADP submission
- One meeting for review of the PS&E submission

Estimate 18 cost and progress reporting periods will occur during the life of this agreement.

The fee estimate only covers work outlined in sections 1 through 8. Section 9 to be added under Supplemental Agreement, if needed.

Estimate that 0 subcontractor solicitations will be required.

Section 2

MPT traffic control will not be required for survey work.

GPS methods and equipment will be used to establish horizontal control.

Design mapping will be provided in English Units and .dgn (MicroStation) electronic format only, with InRoads DTM.

Base mapping will be 1" = 20' scale mapping (22" x 34") using the US survey foot and the contour interval will be 1 foot.

NYSDOT feature codes will be used.

ROW survey will be limited to the areas around the signalized intersections and based on City of Watertown monument system.

No acquisition maps will be required.

No utility inverts are required for the topographic survey.

Assuming 1 day (8 hours) of supplemental survey.

Estimate 0 accidents will require analysis.

Estimate 0 capacity analyses will be required.

Estimate 0 soil borings will be taken.

Section 3

Estimate 1 concepts will be evaluated for each location and estimate 1 design alternative will be analyzed for each intersection in addition to the null alternative

Estimate 1 cost estimate(s) plus 2 updates will be required for each intersection.

Assume DAD will be an IPP/FDR revised one time based on minor comments from the **Project Sponsor** and 2 times following comments by the involved agencies.

Estimate 0 bridges will be rehabilitated.

Estimate 6 intersections will receive full APS upgrades.

Estimate 1 public information meeting.

Section 4

Estimate 1 permits (SPDES) will be required.

Assume the proposed action will be a Class II Categorical Exclusion under NEPA.

Assume the proposed action will be a Type II under SEQRA.

Assume there are no detailed studies under this section.

Assume no permits are required

Assume that a SWPPP is not required.

No involvement with navigable waters or wild, scenic, and recreational rivers is anticipated.

No Flood Plain evaluation is anticipated.

Assume no Section 4(f) or 6(f) evaluation is required since the project will avoid any and all park lands.

Assume no Energy Analysis is required.

Assume no Visual Impact Assessment is required.

Section 5

Estimate 0 properties will require title searches.

Estimate 0 ROW maps will be required.

Estimate 0 property acquisitions will be required.

Section 6

Assume that the pavement will not need to be rehabilitated.

Estimate 0 bridges will be replaced and 0 will be rehabilitated.

Assume 5 utility owners will be affected at each intersection Assume zero relocations are required.

Assume no railroad agencies will be affected.

Assume no relocation of municipally owned utilities to be included in this project.

Assume no Utility Inventory Report is required.

Assume no retaining walls are needed.

Assume no landscaping is included in this project except for turf re-establishment.

Assume that the advisory agency review will include NYSDEC, NYSDOT, and FHWA.

Estimate 2 cost estimate(s) plus 2 updates will be required for each intersection.

Section 7

Project Sponsor shall prepare advertisements. Estimate advertisements will be placed in 1 local publication in addition to the NYS Contract Reporter.

Consultant shall prepare for and attend a preconstruction meeting.

Consultant shall prepare the pre-award package for review by the Project Sponsor. The **Consultant** will perform all reviews and checks per Chapter 14, Section 14.3 and 14.4 of the LAFAPM.

Estimate 1 electronic copy of the final contract bid documents will be needed for prospective bidders.

Section 8

Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.
- Review of shop drawings.

Estimate 5 requests that require effort will be made during the construction phase of the project.

Section 9

To be added under supplemental agreement if needed.

10.02 Schedule

The following schedule is proposed for the project:

Proposed Project Schedule

- Negotiation and Execution of Agreement: October 2018
- Project Start: November 2018
- Preliminary Design Complete: June 2019
- A.D.P. Complete: December 2019
- Final PS&E / Bid Documents Complete: January 2020
- Letting: February 2020
- Construction Start: March 2020
- Construction Complete: October 2020

Exhibit A, Page 1
Salary Schedule

FISHER ASSOCIATES, PE, LS, LA, DPC
3756.26 3756.26
Pedestrian Safety Action Plan
Watertown, NY
Date: Oct-18

JOB TITLE	ASCE (A OR NICET (F GRADE	AVERAGE HOURLY RATES			MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT 09/2018	PROJECTED 09/2019	2018	2019	2020		
Project Manager	VIII (A)	76.00	73.50	76.00	73.50	73.50	A	
Project Manager	VII (A)	60.79	62.61	73.12	73.50	73.50	A	
Environmental Scientist	VII (A)	N/A	0.00	N/A	0.00	0.00	A	
Landscape Architect	VII (A)	N/A	0.00	N/A	0.00	0.00	A	
Project Engineer	VI (A)	N/A	0.00	N/A	0.00	0.00	A	
Project Engineer	V (A)	54.04	55.66	65.10	67.05	69.06	A	
Environmental Scientist	IV (A)	47.01	48.42	47.01	48.42	49.87	B	
Landscape Architect	IV (A)	N/A	0.00	N/A	0.00	0.00	B	
Design Engineer	IV (A)	46.78	48.18	53.50	55.11	56.76	B	
Engineer	III (A)	37.78	38.91	41.25	42.49	43.76	B	
Senior Designer	III (A)	39.55	40.74	43.60	44.91	46.26	B	
Junior Engineer	II/A (A)	27.85	28.69	31.00	31.93	32.89	B	
Jr. Landscape Architect	II/A (A)	N/A	0.00	N/A	0.00	0.00	B	
Sr. Engineering Technician	III (N)	43.01	44.30	43.27	44.57	45.91	C	
Jr. Engineering Technician	I (N)	23.01	23.70	24.60	25.34	26.10	C	
Senior Cad Operator	III (N)	34.63	35.67	39.50	40.69	41.91	C	
Cad Operator	II (N)	26.73	27.53	27.50	28.33	29.18	C	
Team Leader	V (A)	61.07	62.90	65.10	67.05	69.06	B	
Assistant Team Leader	III (A)	48.05	49.49	48.05	49.49	50.97	B	
Sr. Engineering Tech/Resident En	IV (N)	44.60	45.94	48.50	49.96	51.46	C	
Engineering Technician	III (N)	40.67	41.89	43.60	44.91	46.26	C	
Assoc. Engineering Tech.	II (N)	30.75	31.67	30.75	31.67	32.62	C	
Survey Manager	III (N)	57.55	59.28	60.10	61.90	63.76	A	
Project Surveyor	III (N)	42.33	43.60	55.00	56.65	58.35	B	
Project Surveyor	II (N)	33.18	34.18	36.00	37.08	38.19	C	
Survey Technician	III (N)	28.72	29.58	28.72	29.58	30.47	C	
Survey Technician	I (N)	28.20	29.05	28.20	29.05	29.92	C	
GIS Senior Technician	IV (N)	N/A	0.00	N/A	0.00	0.00	B	
GIS Technician	II (N)	N/A	0.00	N/A	0.00	0.00	C	
Party Chief (Office)	IV (N)	N/A	0.00	N/A	0.00	0.00	C	
Party Chief (Office)	III (N)	28.66	29.52	36.00	37.08	38.19	C	
Instrument Person (Office)	I (N)	22.29	22.96	27.00	27.81	28.64	C	
Rod Person (Office)	I (N)	N/A	0.00	N/A	0.00	0.00	C	
Technical Typist	NA	21.13	21.76	22.50	23.18	23.88	C	
Party Chief (Field)*	III (N)	28.66	29.52	36.00	37.08	38.19	C	
Instrument Person (Field)*	I (N)	22.29	22.96	27.00	27.81	28.64	C	
Rod Person (Field)*	I (N)	N/A	0.00	N/A	0.00	0.00	C	

NOTES:

Hourly rates shall not exceed those shown above or the current NYS DOT 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)	\$40.45	\$41.66	\$29.52	\$12.14	\$1.64	\$13.78
Instrument Person	II (N)	38.17	39.32	22.96	16.36	2.21	18.57
Rod Person	I (N)	26.48	27.27	0.00	27.27	3.68	30.95

*Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deducted through existing plans (overhead):

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$25.75	\$6.88	\$18.87	\$0.00	\$2.55	\$21.42
Instrument Person	II (N)	25.75	5.22	20.53	0.00	2.77	23.30
Rod Person	I (N)	25.75	3.91	21.84	0.00	2.95	24.79

Exhibit A, Page 2
Staffing Table

FISHER ASSOCIATES, PE, LS, LA, DPC
3756.26
Pedestrian Safety Action Plan
Watertown, NY
Date: Oct-18

JOB TITLE	ASCE (A) OR NICET (N) GRADE	T A S K S									Total Hours	PROJECTE HOURLY RATE	DIRECT TECHNICAL LABOR
		Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9			
Project Manager	VIII (A)			2			4				6	73.50	441.00
Project Manager	VII (A)	19		10	2		5	4	2		42	62.61	2,629.62
Environmental Scientist	VII (A)										0	0.00	0.00
Landscape Architect	VII (A)										0	0.00	0.00
Project Engineer	VI (A)										0	0.00	0.00
Project Engineer	V (A)	2	12	2			10	4			30	55.66	1,669.80
Environmental Scientist	IV (A)										0	48.42	0.00
Landscape Architect	IV (A)										0	0.00	0.00
Design Engineer	IV (A)	10		16			26		8		60	48.18	2,890.80
Engineer	III (A)	12		48			60		16		136	38.91	5,291.76
Senior Designer	III (A)										0	40.74	0.00
Junior Engineer	III (A)			32			16	12			60	28.69	1,721.40
Jr. Landscape Architect	III (A)										0	0.00	0.00
Sr. Engineering Technician	III (N)										0	44.30	0.00
Jr. Engineering Technician	I (N)	14									14	23.70	331.80
Senior Cad Operator	III (N)										0	35.67	0.00
Cad Operator	II (N)			32	4		50				86	27.53	2,367.58
Team Leader	V (A)										0	62.90	0.00
Assistant Team Leader	III (A)										0	49.49	0.00
Sr. Engineering Tech/Resident E	IV (N)				40						40	45.94	1,837.60
Engineering Technician	III (N)										0	41.89	0.00
Assoc. Engineering Tech.	II (N)										0	31.67	0.00
Survey Manager	III (N)										0	59.28	0.00
Project Surveyor	III (N)										0	43.60	0.00
Project Surveyor	II (N)										0	34.18	0.00
Survey Technician	III (N)										0	29.58	0.00
Survey Technician	I (N)										0	29.05	0.00
GIS Senior Technician	IV (N)										0	0.00	0.00
GIS Technician	II (N)										0	0.00	0.00
Party Chief (Office)	IV (N)										0	0.00	0.00
Party Chief (Office)	III (N)										0	29.52	0.00
Instrument Person (Office)	I (N)										0	22.96	0.00
Rod Person (Office)	I (N)										0	0.00	0.00
Technical Typist	NA										0	21.76	0.00
Party Chief (Field)*	III (N)										0	29.52	0.00
Instrument Person (Field)*	I (N)										0	22.96	0.00
Rod Person (Field)*	I (N)										0	0.00	0.00
TOTAL		57	12	142	46	0	171	20	26	0	474		\$19,181.36

FISHER ASSOCIATES, PE, LS, LA, DPC
 3756.26
 Pedestrian Safety Action Plan
 Watertown, NY
 Date: Oct-18

EXPENDABLE COSTS

1. Travel, Lodging & Subsistence

Personal Vehicle

<u>Trips to</u>	<u>trips</u>	<u>miles per</u>		
Site (from Syracuse)	8	4	miles/trip	150
Meetings (from Syracuse)			miles/trip	0
Region (from Syracuse)			miles/trip	0
On-Site			miles/trip	0

Total Mileage - Personal Vehicle 150 @ \$0.545 \$81.75

Survey Van

<u>Trips to</u>	<u>trips</u>	<u>miles per</u>		
Site (from Rochester)			miles/trip	0
Region (from Rochester)			miles/trip	0
On-Site			miles/trip	0

Total Mileage - Survey Van 0 @ \$0.545 \$0.00

Per Diem	people for	days @	\$51.00 /day	\$0.00
Lodging	people for	nights @	\$91.00 /night	\$0.00
Tolls	trips @	/trip		\$0.00
Rental Car	days @	\$50.00 /day		\$0.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$81.75

2. Reproduction, Drawings & Reports

	<u>sheets/set</u>	<u>sets</u>	<u>cost/sheet</u>	
Vellums (22"x34")			\$10.13	\$0.00
Blueprint (22"x34")			\$1.30	\$0.00
Mylar (22"x34")			\$10.39	\$0.00
B & W Copies (8½"x11")	50	10	\$0.09	\$45.00
B & W Copies (11"x17")	50	20	\$0.18	\$180.00
Color Print (8½"x11")	10	20	\$0.99	\$198.00
Color Print (11"x17")			\$1.98	\$0.00

TOTAL REPRODUCTION, DRAWINGS & REPORTS \$423.00

3. Owner's Protective Insurance (Estimated)

\$800.00

4. Mailings & Deliveries

months @	mailings/month	\$2.80 per mailing	\$0.00
months @	deliveries/mont	\$15.00 per delivery	\$0.00

TOTAL MAILINGS & DELIVERIES \$0.00

5. Long Distance Phone

months@	calls/month	\$2.00 per call	\$0.00
---------	-------------	-----------------	--------

6. Survey Personnel Costs

		Hours	@	Rate	
Wage Differential					
Party Chief	III (N)	0		\$13.78	\$0.00
Instrument Person	II (N)	0		18.57	0.00
Rod Person	I (N)	0		30.95	0.00

SUBTOTAL Wage Differential \$0.00

		Hours	@	Rate	
Supplemental Benefits					
Party Chief	III (N)	0		\$21.42	\$0.00
Instrument Person	II (N)	0		23.30	0.00
Rod Person	I (N)	0		24.79	0.00

SUBTOTAL Supplemental Benefits \$0.00

TOTAL SURVEY PERSONNEL COSTS 0.00

TOTAL DIRECT NON - SALARY COST \$1,304.75

SUB-CONTRACTOR COSTS

Pavement Cores				\$0.00
Soil Borings				\$0.00
Laboratory Testing	VOCs, SVOCs, TPH, Metal	\$405.00 per test	6 samples	\$0.00
Traffic Counts				\$0.00
Environmental Database		\$600.00 each	1 report	0.00

TOTAL DIRECT NON - SALARY COST, SUB-CONTRACTOR COST \$0.00

Exhibit C
Summary

FISHER ASSOCIATES, PE, LS, LA, DPC
3756.26
Pedestrian Safety Action Plan
Watertown, NY
Date:

Item IA, Direct Technical Salaries (estimated) subject to audit	\$19,181
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	0
Item IIA, Direct Non-Salary Cost (estimated) subject to audit	1,305
Item IIB Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	0
Item III, Overhead (169%) (estimated) subject to audit	32,416
Item IV, Fixed Fee (negotiated)	5,700
Item IIC Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	21,006
Total Estimated Cost	----- \$79,608
MAXIMUM AMOUNT PAYABLE	\$80,000 =====

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 759 Mill Street to
Dorothy Cusack, P.O. Box 235, Parish,
New York 13131 and Mary A. Franks,
759 Mill Street, Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa L.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 759 Mill Street, approximately 48' x 150' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 02-09-115.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$8,101.01 submitted by Dorothy Cusack and Mary Franks, for the purchase of Parcel No. 02-09-115.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler Jr. be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Dorothy Cusack and Mary Franks upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

October 29, 2018

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Purchase Offer – 759 Mill Street

The City has been approached by Dorothy Cusack and Mary A. Franks to purchase 759 Mill Street which was acquired by the City this past June as a result of the tax sale certificate process. Both individuals are daughters of the previous owner, Roberta Franks. The offer of \$8,108.01 represents the redemption amount due in June plus additional interest through November 30, as well as this year's City and School taxes, plus applicable interest. Currently, Roberta Franks, Mary Franks, Robert Franks and Richard Franks are still residing in the home. The attached agreement stipulates that if the closing does not occur by November 30, all occupants will vacate the house by December 15th.



Action: City Manager recommends approval.

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 759 Mill Street to
Dorothy Cusack, P.O. Box 235, Parish,
New York 13131 and Mary A. Franks,
759 Mill Street, Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by

We, Dorothy Cusack and Mary A. Franks, hereby offer to purchase 759 Mill Street (Parcel # 02-09-115.000) in an amount of \$8,108.01 which represents all back taxes, interest and penalties from July 1, 2016 through November 30, 2018.

We also agree that if the sale doesn't happen by November 30, 2018 all occupants of the house will move out by December 15, 2018 and further agree that the City can proceed to an eviction and the City Court shall be allowed to issue an immediate Warrant of Eviction and that the Occupants waive any defense that they may have, if any, to such a proceeding.

Roberta F. Franks
Roberta F. Franks

Oct. 6th 2018
Date

Mary A. Franks
Mary A. Franks

Oct. 10th 2018
Date

Carl R. Franks
Carl R. Franks

Oct. 10th 2018
Date

Richard A. Franks
Richard A. Franks

Oct. 10th 2018
Date

Dorothy Cusack
Dorothy Cusack

Oct. 10th 2018
Date

Res No. 12

October 19, 2018

To: Richard M. Finn, City Manager
From: Vicky L. Murphy, Water Superintendent
Subject: Resolution Finding that the Wastewater Treatment Plant Sludge Disposal Modification Project as Amended Will Not Have a Significant Impact on the Environment

The City of Watertown is ready to move forward with the amended Phase 1B of the Wastewater Treatment Plant Sludge Disposal Modification Project. This project is partially funded through the New York State Environmental Facilities Corporation. The amendments include two digester covers, the digester control building roof, hydronic piping in the digester control building, associated electrical instrumentation and controls, SCADA, and gas safety equipment.

Because the project scope has been amended, the City must evaluate the proposed amended actions in light of the State Environmental Quality Review Act (SEQRA) and the regulations promulgated thereto.

Action: City Manager recommends approval.

A handwritten signature in black ink, appearing to be 'RMF', is written over the text of the action item.

RESOLUTION

Page 1 of 3

Finding that the Proposed Wastewater Treatment Plant Sludge Disposal Process Modification Project As Amended Will Not Have a Significant Adverse Impact on the Environment Pursuant to the State Environmental Quality Review Act and Reaffirming a Prior Negative Declaration

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS, the City Council of the City of Watertown, New York (the “City Council”), is undertaking a Wastewater Treatment Plant Sludge Disposal Process Modification Project; and

WHEREAS, the City Council determined that the undertaking of the project is an “action” as that term is defined under the State Environmental Quality Review Act (“SEQRA”) and its accompanying regulations set forth in 6 NYCRR Part 617 and was subject to a SEQRA review to determine whether the action as proposed would result in any significant adverse environmental impacts; and

WHEREAS, the City Council classified this action as an unlisted action under SEQRA and, pursuant thereto, completed Part 1 of a Full Environmental Assessment Form in connection with the project; and

WHEREAS, on May 13, 2016, Part 1 of the Full Environmental Assessment Form was circulated to the other identified involved agencies for this action as part of the coordinated review of the project under SEQRA, along with a request that the City Council be allowed to serve as lead agency for purposes of the SEQRA review; and

WHEREAS, the other involved agencies did not object to the City Council serving as lead agency for such SEQRA review; and,

WHEREAS, the City Council then analyzed the potential project impacts of the action and completed Part 2 of the Full Environmental Assessment Form; did not identify any potentially significant adverse environmental impacts associated with the action and, accordingly, by resolution dated June 6, 2016, determined that the implementation of the action as proposed would not result in any significant adverse environmental impacts; issued a negative declaration; and completed Part 3 of the Full Environmental Assessment Form; and

RESOLUTION

Page 2 of 3

Finding that the Proposed Wastewater Treatment Plant Sludge Disposal Process Modification Project As Amended Will Not Have a Significant Adverse Impact on the Environment Pursuant to the State Environmental Quality Review Act and Reaffirming a Prior Negative Declaration

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

WHEREAS, the City Council wishes to amend the project scope to include the replacement of digester covers and related appurtenances; to provide upgrades to the Digester Control Building; to install electrical instrumentation, controls, and SCADA components; to install gas safety equipment; and to provide other miscellaneous improvements; and

WHEREAS, the implementation of the proposed amended project requires a further environmental review of the action as amended; and

WHEREAS, the City Council must evaluate this amended action in accordance with SEQRA and its accompanying regulations; and

WHEREAS, the City Council has determined that the action, as amended, is still an unlisted action under SEQRA; and

WHEREAS, the City Council prepared an amended Part 1 Full Environmental Assessment Form and on October 25, 2018 circulated such form along with a notice of the amended project scope to all of the other involved agencies and requested that any comments with respect to the amended project scope be submitted to the City Council by November 5, 2018; and

WHEREAS, none of the other involved agencies have submitted comments with respect to the amended project scope; and

WHEREAS, the City Council then analyzed the potential project impacts of the proposed amended action and completed Part 2 of the Full Environmental Assessment Form and did not identify any potentially significant adverse environmental impacts associated with this amended action;

RESOLUTION

Page 3 of 3

Finding that the Proposed Wastewater Treatment Plant Sludge Disposal Process Modification Project As Amended Will Not Have a Significant Adverse Impact on the Environment Pursuant to the State Environmental Quality Review Act and Reaffirming a Prior Negative Declaration

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

WHEREAS, the City Council has determined that the implementation of the amended action as proposed will not result in any significant adverse environmental impacts and wishes to reaffirm its prior negative declaration of June 6, 2016,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Watertown, New York, that:

1. The City Council has determined that this action, as amended, is an unlisted action under SEQRA
2. Based upon its examination of the Full Environmental Assessment Form and comparing the proposed amended action with the criteria set forth in 6 NYCRR Section 617.7, the City Council has not identified any potentially significant adverse environmental impacts in connection with this amended action and has further determined that the implementation of this action, as amended, will not result in any significant adverse impacts on the environment and the City Council, as lead agency, hereby reaffirms the prior negative declaration issued by the City Council on June 6, 2016
3. The Mayor of the City of Watertown is hereby authorized to execute Part 3 of the Full Environmental Assessment Form to reflect that the City Council, as lead agency, is issuing a negative declaration under SEQRA.
4. This resolution shall take effect immediately.

Seconded by

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Sludge Disposal Process Modification		
Project Location (describe, and attach a general location map): 700 William T. Field Dr., Watertown, NY 13601		
Brief Description of Proposed Action (include purpose or need): The City of Watertown WWTP was originally constructed in the mid-1960s and includes primary and secondary digester units and fluidized bed incinerator. Since 2008, the digesters have been operating in an "idle" mode to maximum volatile solids content in the sludge incinerator (Incinerator offline - 2016). The City proposes to modify the facilities within the current WWTP site from a conventional anaerobic sludge digestion to high-rate digestion with sludge pretreatment by thermal hydrolysis. The proposed project includes the following process improvements and associated equipment: demolition of sludge incineration system; installation of sludge dewatering equipment; installation of thermal hydrolysis system, including odor control; upgrade of existing digester mixing and heating systems; replacement of digester covers; upgrades to Digester Control Building, including roof; replacement of dewatering sludge belt conveyor and construction of 400 SF building addition for truck loading of biosolids; replacement of two existing influent raw sewage pumps with engine-driven pumps powered by digester gas; construction of pole-barn structure sized for 6-month storage capacity and provided with paved surface and push walls to assist with biosolids handling; construction of waste hauler receiving station with screening and grit removal equipment; other misc improvements. Installation of instrumentation, controls, SCADA throughout the treatment plant.		
Name of Applicant/Sponsor: City of Watertown	Telephone: (315) 785-7757	E-Mail: vmurphy@watertown-ny.gov
Address: 245 Washington St.		
City/PO: Watertown	State: New York	Zip Code: 13601
Project Contact (if not same as sponsor; give name and title/role): Vicky Murphy, Water Superintendent	Telephone: (315) 785-7757	E-Mail: vmurphy@watertown-ny.gov
Address: 245 Washington Street, Suite 202		
City/PO: Watertown	State: New York	Zip Code: 13601
Property Owner (if not same as sponsor):	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees		June 20, 2016
b. City, Town or Village <input type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission		
c. City Council, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC, NYSEFC, DOH	June 20, 2016
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	
<u>Black River Watershed Management Plan (2010)</u> _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
_____ _____ _____	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Watertown City School District

b. What police or other public protection forces serve the project site?
City of Watertown Police Department

c. Which fire protection and emergency medical services serve the project site?
City of Watertown Fire Department

d. What parks serve the project site?
City of Watertown Parks & Recreation Department

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Industrial

b. a. Total acreage of the site of the proposed action? 22.5 acres
 b. Total acreage to be physically disturbed? 0.5 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 22.5 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % ~5 Units: 0.5 acres

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ months
 ii. If Yes:
 • Total number of phases anticipated 2
 • Anticipated commencement date of phase 1 (including demolition) 6 month 2 year
 • Anticipated completion date of final phase 6 month 2 year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

Phase 1: Incinerator Decommissioning; Dewatered Biosolids Conveyance and Storage; Biogas Conditioning and Beneficial Reuse; Digester Modifications
 Phase 2: Sludge Thickening and Digester Improvements; Digester Capacity Evaluation; Enhanced Digestion. Phase 2 contingent on Phase 1.

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 2

ii. Dimensions (in feet) of largest proposed structure: 32 height; 212 width; and 112 length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

- Do existing sewer lines serve the project site? Yes No
- Will line extension within an existing district be necessary to serve the project? Yes No

 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
- Describe types of new point sources. _____
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 - If to surface waters, identify receiving water bodies or wetlands: _____
 - Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of 8:00am to 4:00pm.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: 660/year

iii. Parking spaces: Existing 20 Proposed 20 Net increase/decrease 0

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:
Proposed action does not include any modification of existing roads, creation of new roads or change in existing access. Existing road network is adequate for additional traffic.

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:		ii. During Operations:	
• Monday - Friday:	<u>24 hrs/day</u>	• Monday - Friday:	<u>24 hrs/day</u>
• Saturday:	<u>24 hrs/day</u>	• Saturday:	<u>24 hrs/day</u>
• Sunday:	<u>24 hrs/day</u>	• Sunday:	<u>24 hrs/day</u>
• Holidays:	<u>24 hrs/day</u>	• Holidays:	<u>24 hrs/day</u>

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration: _____

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No

Describe: _____

n.. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

Project is intended to reduce energy consumption by converting biosolids to energy. Odor control will be provided to abate the production of odors.

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s): _____

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): Active Waste Water Treatment Plant
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	11	11.5	+0.5
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	6	5.5	-0.5
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: City owned recreational area is located adjacent to the site.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? Yes No
 If Yes:
i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
Soil data suggests that the location was once used for refuse disposal, however are suitable for biosolid storage. These soils have not been assigned to a capability subclass.
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 6 to 20 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Agawam fine sandy loam	_____	2 %
Udorthents, refuse substratum	_____	78.4 %
Udorthents, smoothed	_____	19.4 %

d. What is the average depth to the water table on the project site? Average: _____ >10 feet

e. Drainage status of project site soils: Well Drained: _____ 10 % of site
 Moderately Well Drained: _____ 80 % of site
 Poorly Drained _____ 10 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 805-10 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters, ... Approximate Size _____
- Wetland No. (if regulated by DEC) Nearest wetland is 4,400 ft from project

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Principal Aquifer

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p>		
<p>Typical suburban wildlife</p>	<p>Indiana Bat</p>	<p>Northern Long Eared Bat</p>
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 		
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The protected Indiana bats and Northern Long-eared bats are known to use the habitat along the Black River corridor. They have protection as endangered species under Article 11 of the Environmental Conservation Law and 6 NYCRR Part 182 regulations. However, because no tree cutting or brush clearing is involved in this project, it is not considered an issue.</p>		
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>Project is adjacent to a small informal fishing access area. The scope of this project will not affect this use.</p>		
<p>E.3. Designated Public Resources On or Near Project Site</p>		
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>		
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>		
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p>		
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>		

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Vicky Murphy Date 10/11/2018

Signature _____ Title Superintendent of Water

Res No. 13

October 29, 2018

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Approving the Site Plan for the Construction of a 7,200 Square-Foot Parking Area and a 308 Square-Foot Storage Shed at 122 Winthrop Street, Parcel Number 12-03-202.000

Ryan Churchill, P.E. of GYMO, DPC, on behalf of the Church of the Holy Family, has submitted a request for the above subject Site Plan Approval.

The City Planning Board reviewed the request at a special meeting held on October 26, 2018 and voted to recommend that the City Council approve the site plan with the conditions listed in the resolution. Attached is an excerpt from their meeting minutes, as well as the Staff Report prepared for the Planning Board, the Site Plan application, drawings and other related materials. The complete application package can also be found in the online version of the City Council agenda.

The applicant had requested a special meeting of the Planning Board in order to obtain the Board's recommendation on the site plan in time to appear on the November 5, 2018 City Council agenda rather than wait until the third Monday in November. The applicant's urgency is due to the Church's wish to pave the proposed lot before winter.

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

The resolution prepared for City Council consideration states that the project will not have a significant negative impact on the environment and approves the site plan submitted to the City Engineering Department on October 19, 2018 with the conditions listed in the resolution.

Action: City Manager recommends approval.



RESOLUTION

Page 1 of 2

Approving the Site Plan for the Construction of a 7,200 Square-Foot Parking Area and a 308 Square-Foot Storage Shed at 122 Winthrop Street, Parcel Number 12-03-202.000

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS Ryan Churchill, P.E. of GYMO, DPC, on behalf of the Church of the Holy Family, has submitted an application for Site Plan Approval for the construction of a 7,200 square-foot parking area, a 308 square-foot storage shed and associated site improvements at 122 Winthrop Street, Parcel Number 12-03-202.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on October 26, 2018 and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

1. The applicant should consider the two recommended improvements in the Parking and Vehicular Circulation section of Planning Staff’s October 23, 2018 memorandum to the Planning Board.
2. The applicant shall label the size and type of all utilities on the plan and depict all cut/capped utility services to the previously demolished garage.
3. The applicant should clarify whether or not the existing ornamental light pole is included as a light source on the photometric plan.
4. The applicant must add a Sign Post Detail, per New York State Department of Transportation (NYSDOT) standards and shall call out on the site plan to remove and replace the one-way sign at the point of installation for the proposed storm pipe.
5. The applicant shall use the Manual on Uniform Traffic Control Devices (MUTCD) Figure 6H-18 Lane Closure on Minor Street Detail (or similar guidance) in lieu of the highway lane closure detail that the applicant included in the submitted plan set.
6. The applicant must obtain the following permits, minimally, prior to construction: Demolition Permit, Building Permit, Sewer Permit, Sidewalk Permit and a General City Permit for work within the right-of-way.

RESOLUTION

Page 2 of 2

Approving the Site Plan for the Construction of a 7,200 Square-Foot Parking Area and a 308 Square-Foot Storage Shed at 122 Winthrop Street, Parcel Number 12-03-202.000

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

And

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2, and has determined that the project, as submitted, is an Unlisted Action and will not have a significant impact on the environment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant impact on the environment, and

BE IT FURTHER RESOLVED that it is an express condition of this Site Plan Approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan, which, in the opinion of the City Engineer, would require Amended Site Plan Approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that Site Plan Approval is hereby granted to Ryan Churchill, P.E. of GYMO, DPC, on behalf of the Church of the Holy Family, for Site Plan Approval for the construction of a 7,200 square-foot parking area, a 308 square-foot storage shed and associated site improvements at 122 Winthrop Street, Parcel Number 12-03-202.000, as depicted on the site plan submitted to the City Engineer on October 19, 2018, contingent upon the applicant meeting the conditions listed above.

Seconded by:



MEMORANDUM

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

TO: Planning Board Members

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

SUBJECT: Site Plan Approval – 122 Winthrop Street

DATE: October 23, 2018

Request: Site Plan Approval for a 19-space, approximately 7,600 square-foot parking lot, a 308 square-foot storage shed and associated site improvements at 122 Winthrop Street, Parcel Number 12-03-202.000

Applicant: Ryan Churchill, P.E. of GYMO, DPC on behalf of the Church of the Holy Family

Proposed Use: Parking and Storage

Property Owner: Church of the Holy Family

Submitted:	
Property Survey: Yes. Topographic survey of subject area. Survey of neighboring parcel submitted for reference.	Preliminary Architectural Drawings: N/A
Site Plan: Yes	Preliminary Site Engineering Plans: Yes
Vehicle and Pedestrian Circulation Plan: Yes	Construction Time Schedule: Yes
Landscaping and Grading Plan: Yes	Description of Uses, Hours & Traffic Volume: Yes

SEQRA: Unlisted

Jefferson County 239-m Review: No

Zoning Information:	
District: Residence C	Maximum Lot Coverage: 40 percent
Setback Requirements: F: 20', S: 5', R: 25'	Buffer Zones Required: Yes

Project Overview: The applicant proposes to construct a 19-space, approximately 7,600 SF asphalt parking area and construct a 308-foot storage shed at the northeast corner of the Immaculate Heart Central (IHC) Elementary School campus at 122 Winthrop Street, adjacent to the existing building at 454 State Street. The applicant recently demolished the previously existing garage on this corner of the site and placed stone in the area of the proposed lot.

Parking and Vehicle Circulation: Vehicular access to the site would continue to be from Winthrop Street via two driveways; one an entrance only and the other an exit only, both of which the applicant proposes to construct as part of the project. The proposed driveways would partially utilize existing curb cuts, with a proposed 12' wide, 26' long landscaped island separating the two.

In prior correspondence with Staff, the applicant indicated the anticipated square footage of the proposed parking area as approximately 6,500 SF. However, upon measurements taken from the submitted site plan, it appears that the proposed parking area would be approximately 7,600 SF. The applicant must supply a reasonably accurate square-footage estimate that Staff can use when preparing a City Council Resolution to approve this site plan.

The westernmost two spaces at the rear of the proposed parking lot would abut a lawn area. The applicant is not proposing any paved extension to the drive aisle that would allow vehicles backing out of those spaces additional maneuverability when leaving. Motorists vacating these two spaces might back into the lawn area when leaving, since no curbs are proposed here either. This lawn area is also the space that the applicant designates for snow storage.

While the following need not be conditions of Site Plan Approval, the applicant should nevertheless consider the following two improvements that would improve circulation:

- The applicant should consider paving a maneuvering bay at the western end of the drive aisle, and moving the proposed storage shed and snow storage areas a few feet further west to accommodate the bay. This would make these spaces much easier to use for guests visiting the site.
- The applicant should also consider replacing the existing curb in lieu of removing it and simply filling it in with compacted stone. A curb with a low reveal that follows the driveway radii and meets flush with the front of sidewalk would help deter vehicles from driving on the grass margin.

Landscaping and Buffers: According to Section 310-59 (B) of the Zoning Ordinance, in a Commercial District, where any permitted nonresidential land use in a residential district abuts any land use in a residential district, "a strip of land at least 15 feet in width shall be maintained as a landscaped area in front, side and rear yards which adjoin these uses."

The site plan, as proposed, maintains ample lawn space to the west and south of the proposed lawn area and the applicant is proposing to plant five new trees on the site; three between the proposed parking lot and the existing playground to the south, and the other two along Winthrop Street adjacent to the two proposed driveways. The lawn area and proposed trees/landscaping therefore satisfy the landscaped buffer requirements. While the applicant does not propose any buffer at the north end of the site, the neighboring parcel to the north is in a Commercial Zoning District, so the Code does not require a landscaped buffer at that boundary

Utilities: The site plan, as proposed, does not label the size and type of all utilities. The applicant must add these labels to the plan. In addition, the applicant must depict all cut/capped utility services to the previously demolished garage if any exist.

Lighting: There is an existing City ornamental light pole in the margin between the two proposed drive aisles. It does not appear that this light pole is included in the Photometric Plan but the applicant should clarify this for the Planning Board.

Fences: The Code does not permit chain link fences within 20 feet of any street line, unless it is replacing existing fencing. This proposal, which shifts an existing chain link a few feet to the south, represents a replacement of existing fencing and thus allows that fence to maintain its grandfathered status.

SEQR: On Question 15 of the State Environmental Quality Review Short Environmental Assessment Form (EAF), the applicant indicates that the site of the proposed action does not contain any species of animal or associated habitat, listed by the State or Federal Government as threatened or endangered. This is inaccurate, as the U.S. Fish and Wildlife Service lists the entire City of Watertown as within the habitat of the Indiana Bat. The applicant shall change the answer to Question 15 from “No” to “Yes.”

Other Engineering Comments: The applicant must add a Sign Post Detail, per New York State Department of Transportation (NYSDOT) standards. The applicant shall call out on the site plan to remove and replace the one-way sign at the point of installation for the proposed storm pipe.

The applicant shall use the Manual on Uniform Traffic Control Devices (MUTCD) Figure 6H-18 Lane Closure on Minor Street Detail (or similar guidance) in lieu of the highway lane closure detail that the applicant included in the submitted plan set.

Permits: The applicant must obtain the following permits, minimally, **prior to construction**: Demolition Permit, Building Permit, Sewer Permit and a General City Permit for work within the right-of-way.

According to the City Code Enforcement Bureau, the applicant did not obtain a Demolition Permit prior to demolishing the previously existing garage, which is why it appears on the above list. An asbestos survey for the garage submitted to Codes appears to indicate that the building contained what was Presumed Asbestos Containing Material (PACM); however, no sampling or analysis was performed. In addition, the survey did not contain the correct address in its heading. The survey also indicated the presence of PACM in the roof and window caulking. Code Enforcement has a record of the former being removed prior to demolition, but not the latter.

In order for Code Enforcement to process and issue an after-the-fact Demolition Permit, the applicant must submit:

- A revised asbestos survey that contains the actual address of the subject property
- The demolition contractors' names and addresses
- A signed clearance letter for the roofing materials and the window caulking that should have been removed
- The location to which the contractors took the demolition debris

Summary:

1. The applicant must indicate an estimated aggregate square footage of the proposed parking area.
2. The applicant should consider the two recommended improvements in the Parking and Vehicular Circulation section of this memorandum.
3. The applicant shall label the size and type of all utilities on the plan and depict all cut/capped utility services to the previously demolished garage.
4. The applicant should clarify whether or not the existing ornamental light pole is included as a light source on the photometric plan.
5. The applicant must address the SEQR issue identified above.
6. The applicant must add a Sign Post Detail, per New York State Department of Transportation (NYSDOT) standards and shall call out on the site plan to remove and replace the one-way sign at the point of installation for the proposed storm pipe.

7. The applicant shall use the Manual on Uniform Traffic Control Devices (MUTCD) Figure 6H-18 Lane Closure on Minor Street Detail (or similar guidance) in lieu of the highway lane closure detail that the applicant included in the submitted plan set.
8. The applicant must obtain the following permits, minimally, prior to construction: Demolition Permit, Building Permit, Sewer Permit and a General City Permit for work within the right-of-way.

cc: City Council Members
Ryan Churchill, GYMO DPC, 18969 US Route 11, Watertown, NY 13601
Fr. Steven Murray, Church of the Holy Family, 129 Winthrop Street, Watertown, NY 13601
Jake Johnson, JSJ NNY LLC, 261 Mullin Street, Watertown, NY 13601
Justin Wood, City Engineer
Ben Arquitt, Civil Engineer I
Shawn McWayne, City Code Enforcement Supervisor

SITE PLAN APPROVAL
122 WINTHROP STREET, PARCEL NUMBER 12-03-202.000

The Planning Board then considered a request submitted by Ryan Churchill, P.E. of GYMO, DPC on behalf of the Church of the Holy Family for the construction of a 19-space, approximately 7,600 square-foot parking lot, a 308 square-foot storage shed and associated site improvements at 122 Winthrop Street, Parcel Number 12-03-202.000.

Mr. Churchill and Kevin Bamann of GYMO, DPC, as well as Father Steven Murray of the Church of Holy Family and Jake Johnson of JSJ NNY, LLC all attended to represent the request.

Mr. Bamann said he would take the lead and began by saying that he updated the site plan based on Staff's comments in the memorandum to the Planning Board. He said that the most prominent change was based on the concern over lack of a back-out area for cars at the rear of the parking lot. He then said that they had pushed everything back by five feet at that end of the lot to pave a bay for motorists to back out of parking spaces more easily. He added that they also called out replacing a one-way sign at the front of the parking lot, and that detail would be on the final plan set.

Mr. Coburn then asked if they had already changed that or they would change that. Mr. Churchill replied that his team had changed the plans and he had re-stamped them. Mr. Bamann then said that he preferred to go through the summary items on Staff's memorandum one-by-one.

Mr. Bamann then addressed the first summary item, which required the applicant to indicate an estimated aggregate square footage of the proposed parking area. He said that not including the grassed areas, the parking lot measured out to approximately 7,200 square feet. Mr. Urda noted that Staff needed this information to prepare a City Council Resolution approving the site plan.

Mr. Bamann then addressed the second summary item, which required the applicant to consider two recommended improvements to the parking area, one of which was the vehicular maneuvering bay discussed above. Mr. Bamann then noted that the other suggestion was to replace curbs and acknowledged that the area was currently crushed stone. Mr. Urda said that this recommendation came from City Engineer Justin Wood. Mr. Urda explained that Mr. Wood's rationale was that a proper curb would deter motorists from driving on the grassed areas. Following discussion among the applicant team, Mr. Johnson said they would replace the curbs.

Mr. Bamann then addressed the third summary item, which required the applicant to label the size and type of all utilities on the plan and depict all cut/capped utility services to the previously demolished garage. Mr. Bamann then identified all the utilities that were labeled on the site plan and said he was not sure if someone missed something. Mr. Urda said that this also came from the City Engineer and that the Planning Board should leave this condition in place when it voted on the application so that the Engineering Department would still have oversight. Mr. Urda then emphasized that this would not delay the approval process, however.

Mr. Bamann then addressed the fourth summary item, which required the applicant to clarify whether or not an existing ornamental light pole is included as a light source on the photometric plan. Mr. Bamann said that the Photometric Plan did consider the pole in question as a part of its calculations.

Mr. Bamann then addressed the fifth summary item, which required the applicant to change his answer to a question on the State Environmental Quality Review (SEQR) Short Environmental Assessment Form (EAF) to indicate that the site of the proposed action contained a species of animal or associated habitat, listed by the State or Federal Government as threatened or endangered. Mr. Bamann said that they would re-submit the form.

Mr. Urda then suggested that Father Murray simply change the answer here at the meeting and initial his change on the EAF, and that way the Planning Board could eliminate the condition. Father Murray then made the required change on the EAF.

Mr. Bamann then addressed the sixth summary item, which required the applicant to add a Sign Post Detail, per New York State Department of Transportation (NYSDOT) standards, and call out on the site plan to remove and replace the one-way sign at the point of installation for the proposed storm pipe. Mr. Bamann said that they added the detail and called out the removal-and-replacement on the plan.

Mr. Bamann then addressed the seventh summary item, which required the applicant to use the Manual on Uniform Traffic Control Devices (MUTCD) Figure 6H-18 Lane Closure on Minor Street Detail (or similar guidance) in lieu of the highway lane closure detail that the applicant included in the submitted plan set. Mr. Bamann said that he had made this change.

Mr. Bamann then addressed the eighth and final summary item, which listed all the permits the applicant would need to obtain prior to construction. He noted that this list included a demolition permit for the garage, which had already undergone demolition without benefit of a permit, and which had asbestos concerns. He then said that he would defer to Mr. Johnson regarding this summary item.

Mr. Johnson said that he sent a revised asbestos survey to City Code Enforcement Supervisor Shawn McWayne earlier that morning, as well as two other pieces of documentation that Mr. McWayne had requested. He then said that he had a signed clearance letter that Code Enforcement needed and handed it to Mr. Urda, who said that he would bring it to Mr. McWayne.

Mr. Johnson then said that he would take responsibility for the miscommunication between his team and the City, and for Mr. McWayne not receiving any of this information prior to now. He then said that the entire demolition occurred in compliance with the law, but he erred on failing to obtain a Demolition Permit. He noted that he obtained a permit for demolishing the roof and did not realize that its permissions did not extend to the rest of the structure.

Mr. Bamann said that was all of the summary items. Mr. Coburn then noted to the applicant to follow steps in order from this point rather than doing things backward. Mr.

Lumbis then said that if the Planning Board wished, they could eliminate Summary Items 1 and 5, and that approval could be contingent on the remaining summary items.

Mr. Bamann asked how many revised plan sets the City would need. Mr. Lumbis then replied that one full-sized revised plan set would be sufficient. He said that Staff had five old sets to send to the City Council Members and the updated set would serve as a file copy.

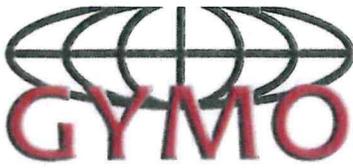
Mr. Coburn then asked if the applicant needed a Sidewalk Permit and if the Planning Board should add that to Summary Item 8. After a brief Staff discussion, Mr. Lumbis replied in the affirmative.

Ms. Capone said that she was ready to move to approve, but wanted to note for transparency on the record that she is a parishioner at the Church of the Holy Family.

Ms. Capone then moved to approve the request submitted by Ryan Churchill, P.E. of GYMO, DPC on behalf of the Church of the Holy Family for the construction of a 19-space, approximately 7,200 square-foot parking lot, a 308 square-foot storage shed and associated site improvements at 122 Winthrop Street, Parcel Number 12-03-202.000, contingent upon the following:

1. The applicant should consider the two recommended improvements in the Parking and Vehicular Circulation section of Planning Staff's October 23, 2018 memorandum to the Planning Board.
2. The applicant shall label the size and type of all utilities on the plan and depict all cut/capped utility services to the previously demolished garage.
3. The applicant should clarify whether or not the existing ornamental light pole is included as a light source on the photometric plan.
4. The applicant must add a Sign Post Detail, per New York State Department of Transportation (NYSDOT) standards and shall call out on the site plan to remove and replace the one-way sign at the point of installation for the proposed storm pipe.
5. The applicant shall use the Manual on Uniform Traffic Control Devices (MUTCD) Figure 6H-18 Lane Closure on Minor Street Detail (or similar guidance) in lieu of the highway lane closure detail that the supplicant included in the submitted plan set.
6. The applicant must obtain the following permits, minimally, prior to construction: Demolition Permit, Building Permit, Sewer Permit, Sidewalk Permit and a General City Permit for work within the right-of-way.

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



ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING

19 October 2018

Mr. Justin Wood, P.E.
City Engineer
Room 305, City Hall
245 Washington St
Watertown, NY 13601

Re: Site Plan Submission
122 Winthrop Street Parking Lot
File: 2018-297

Dear Mr. Wood:

On behalf of The Church of The Holy Family, GYMO, D.P.C. is submitting the following materials for Site Plan review at the 26 October 2018 City of Watertown Planning Board meeting:

- 3 - Full size sets of Site Plans, including a wet stamped original (Cover, C001, C101, PH101, C501-C503, DX1, and DP1);
- 12 - 11"x17" sets of Site Plans;
- 15 - 8½" x 14" Stamped Surveys;
- 15 - Engineering Reports (included as part of this cover letter);
- 15 - City of Watertown Site Plan Application;
- 15 - Short Environmental Assessment Forms, and
- \$150 Application Fee.

Project Location and Description

The project is located on tax parcel 12-03-202.000, which is owned by the Church of The Holy Family, in the City of Watertown. The proposed development consists of a 19-parking space parking area, a storm water collection and conveyance system, and landscaping. Previously, this area of the lot was used as a garage with a driveway for Holy Family. The new parking facility will add approximately 2,500 SF of impervious area and will be used for auxiliary parking for the Church of The Holy Family, located across the street at 129 Winthrop Street, as well as parking for the JSJ NNY LLC property to the north.

Existing grades of the project area are generally between 1 and 5%. Proposed grades on site will generally maintain this grade range. Soil on site is mostly C/D hydrologic soil group. Access to the parking lot will be along Winthrop Street, a one-way street, with a one-way entrance and exit utilizing existing curb cuts.

Utilities and Landscaping

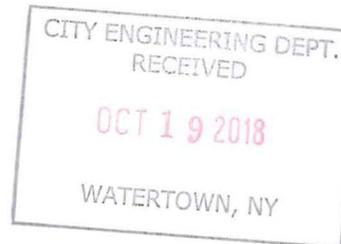
Storm water runoff will be directed to a proposed catch basin and discharged to the City of Watertown Storm Sewer system. A connection into the existing 12" concrete pipe will be made on Winthrop Street using a Drainage Manhole.

Landscaping has been designed to meet City of Watertown Standards. The green space in the project area will have trees planted throughout. Refer to Site Development Plans for proposed tree species and locations.

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

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

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



Pre and Post Construction Storm Water Calculations

Currently, the site sheet drains into Winthrop Street and eventually drains into a catch basin in the roadway. Due to the increase in impervious area, a catch basin has been added to the parking lot to mitigate sheet drain off from the site. See below for pre-construction vs post construction storm water runoff numbers.

STORM EVENT	EXISTING RUNOFF (CFS)	PROPOSED RUNOFF (CFS)
1 YEAR	0.83	0.96
10 YEAR	1.87	2.05
100 YEAR	2.81	3.01

Runoff from the site will slightly increase due to the proposed construction activities and will have minimal impact on the City of Watertown's storm sewer system. Attached to this letter is a HydroCAD report for the 1, 10, and 100 year storms based on the drainage maps DX1 and DP1.

Traffic Impacts

The proposed parking lot addition will have a positive impact on traffic in the area. It will decrease roadside parking by church goers and make Winthrop Street less congested during times of church gatherings.

Lighting

Lighting for the parking lot will be supplied by the existing City of Watertown owned light pole located directly in front of the parking lot in the city margin along with two wall mounted lights on the edge of the adjoining building on the north side of the property. The cut sheet for the proposed lighting can be seen attached to this letter.

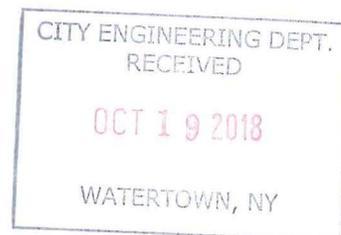
The developer plans on beginning construction as soon as possible.

If there are any questions or you require additional information, please feel free to contact our office.

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



Ryan G. Churchill, P.E.
Partner, Managing Engineer



Attachments

RGC/kmb

pc: Kevin M. Bamann - GYMO, DPC
Fr. Steven Murray – Church of the Holy Family
Jake Johnson – JSJ NNY LLC

X:\2018\2018-397\Reports\Engineering\CITY SUBMISSION 10.19.18\COVER LETTER



VINCI-LED

Wall/Area/Flood Lighting

Lumen Output

Lumen Chart			
Nominal Wattage	System Wattage	5000K Lumens	LPW (lm/W)
10W	10.3	1200	117
20W	21.1	2490	118
30W	28.0	3310	118
50W	53.0	6400	121
80W	80.4	8950	111

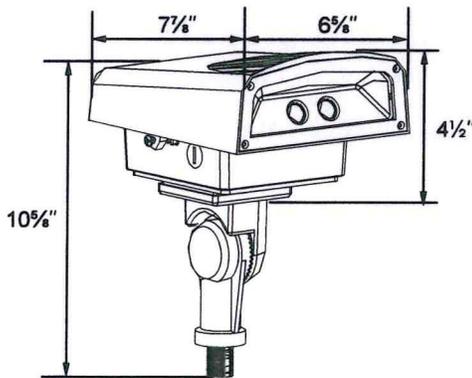
CCT Multiplier Factors: 5000K - 1.00; 4000K - 0.95; 3000K - 0.90

DLC Listed

	10W	20W	30W	50W	80W
3000K					
4000K	X	X	X	X	X
5000K	X	X	X	X	X

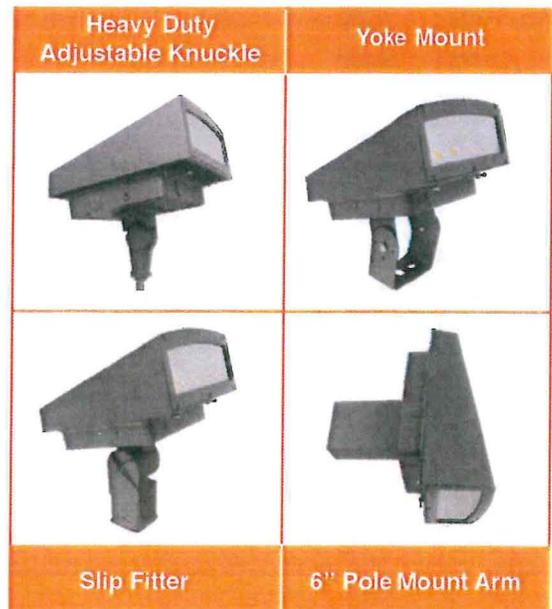
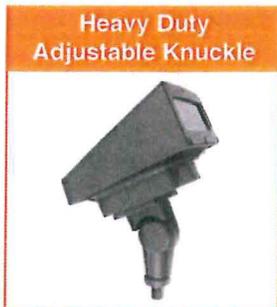
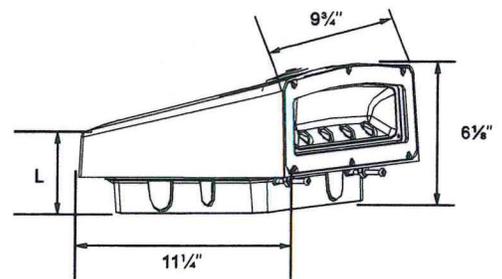
DLC-listed models above are listed under Flood, Area, and Wall-Mount primary use categories

Vinci



Vinci Large

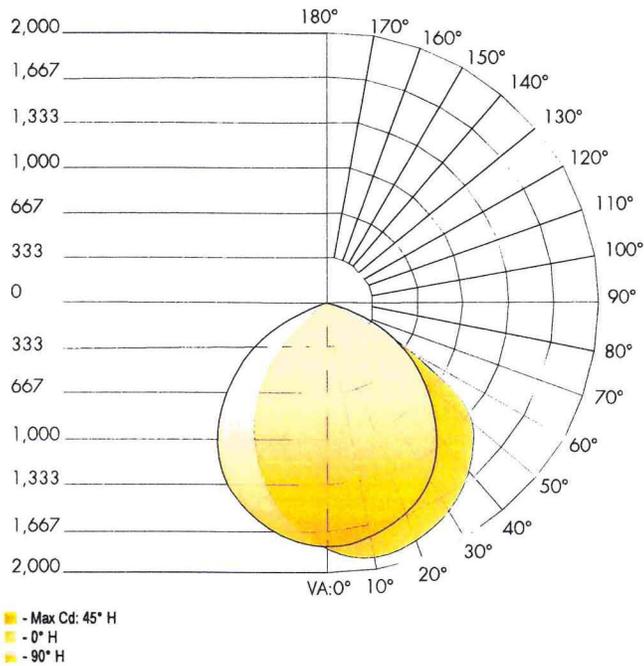
Length with mount (L):
 Yoke (YM): 11⁷/₈"
 Knuckle (HK): 11⁷/₈"
 Slipfitter (SF): 13³/₈"
 6" Pole Mount Arm (PM): 13"



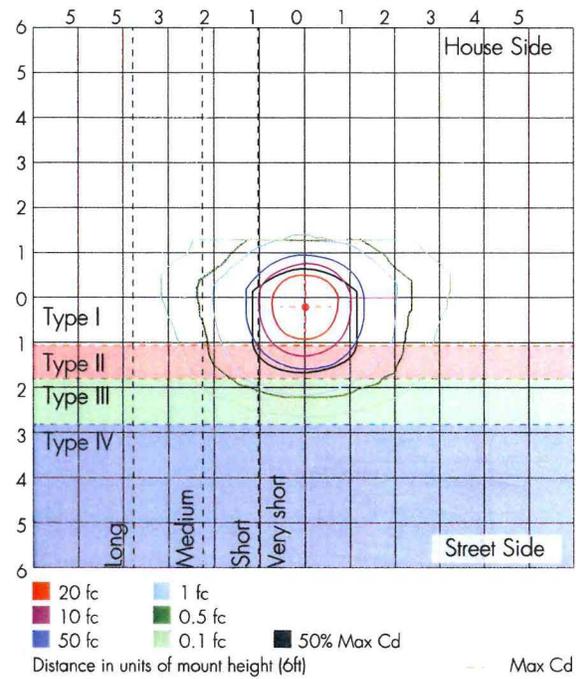
Photometric Data

30W 4000K

Polar Candela Distribution

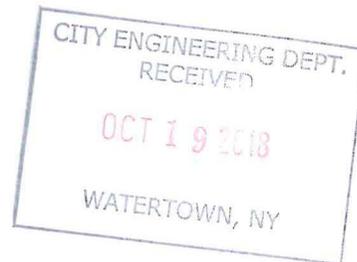


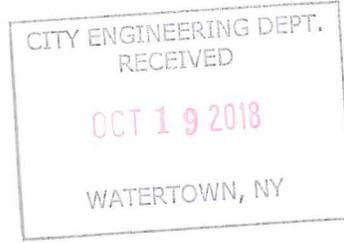
Isolux Plot



Zonal Lumen Summary

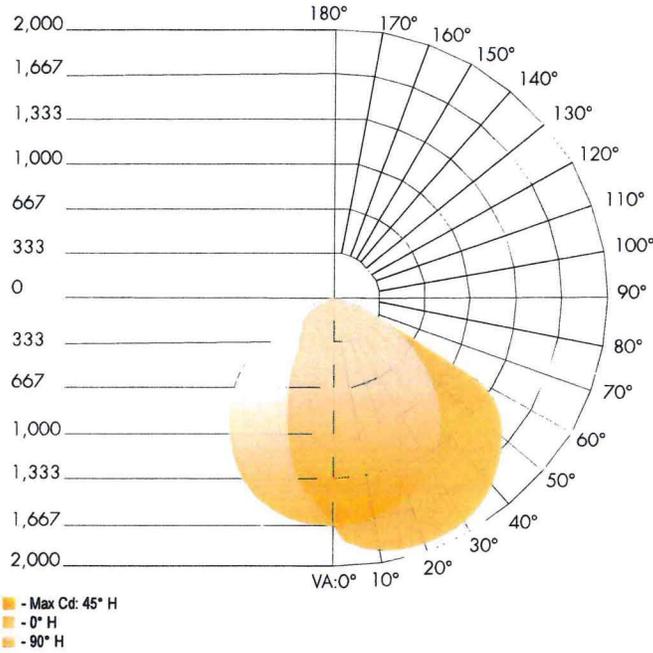
Zone	Lumens	%Luminaire
0-30	1,085.4	34.5%
0-40	1,746.1	55.5%
0-60	2,867.4	91.2%
50-90	277.2	8.8%
70-100	47.3	1.5%
90-120	0.001	0%
0-90	3,144.6	100%
90-180	0.001	0%
0-180	3,144.6	100%



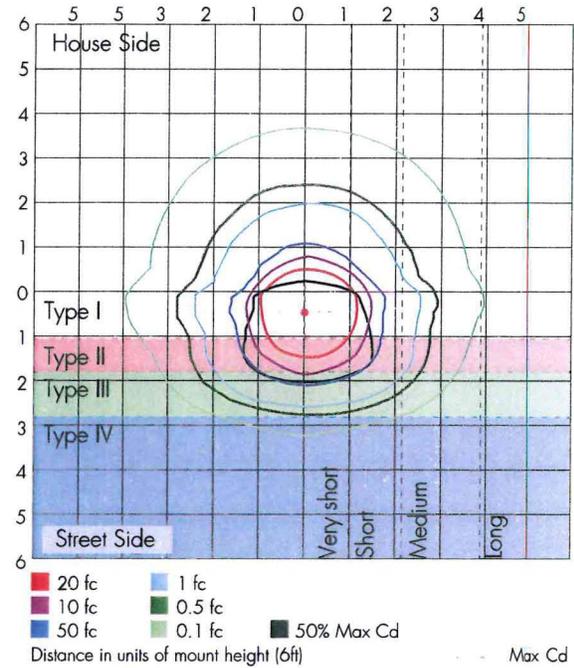


Photometric Data

80W 4000K
Polar Candela Distribution



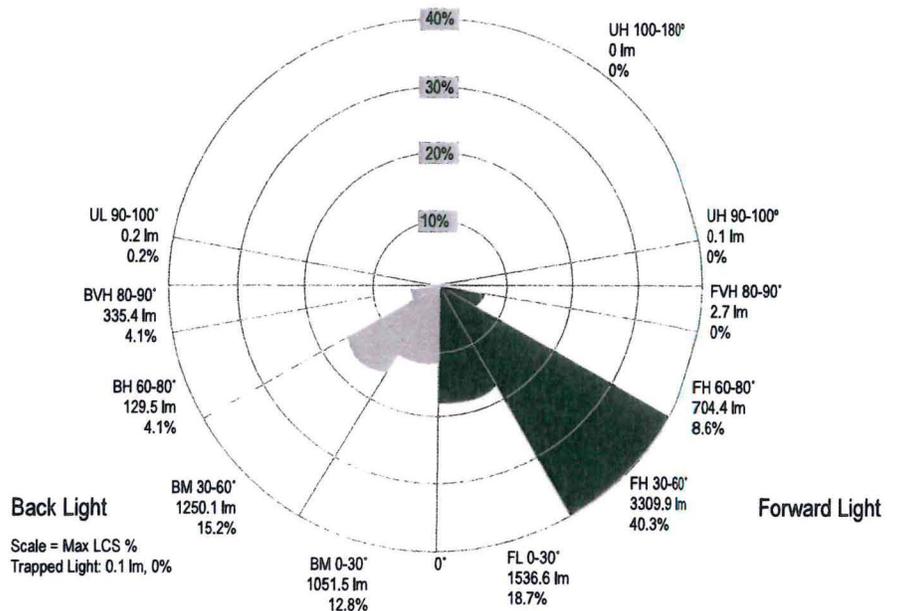
Isolux Plot



Zonal Lumen Summary

Zone	Lumens	%Luminaire
0-30	2,587.5	31.5%
0-40	2,149.5	50.5%
0-60	7,147.0	87.1%
60-90	1,062.2	12.9%
70-100	214.1	2.6%
90-120	0.1	0%
0-90	8,209.1	100%
90-180	0.01	0%
0-180	8,209.2	100%

LCS Graph





EX DA



PROPOSED DA



PROPOSED CATCH BASIN



DRAINAGE MODEL

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Page 2

Area Listing (selected nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.769	80	>75% Grass cover, Good, HSG D (10S,13S)
0.480	98	Paved parking & roofs (10S,13S)
1.249		TOTAL AREA



DRAINAGE MODEL

Type II 24-hr 1 Year Rainfall=2.10"

Prepared by {enter your company name here}

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Page 4

Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Muskingum-Cunge method - Pond routing by Stor-Ind method

Subcatchment 10S: PROPOSED DA Runoff Area=27,200 sf 42.28% Impervious Runoff Depth>1.04"
Flow Length=228' Tc=11.3 min CN=88 Runoff=0.96 cfs 0.054 af

Subcatchment 13S: EX DA Runoff Area=27,200 sf 34.56% Impervious Runoff Depth>0.92"
Flow Length=240' Slope=0.0200 '/ Tc=11.9 min CN=86 Runoff=0.83 cfs 0.048 af

Pond 6P: PROPOSED CATCH BASIN Peak Elev=490.93' Inflow=0.96 cfs 0.054 af
12.0" x 41.0' Culvert Outflow=0.96 cfs 0.054 af

Total Runoff Area = 1.249 ac Runoff Volume = 0.102 af Average Runoff Depth = 0.98"
61.58% Pervious = 0.769 ac 38.42% Impervious = 0.480 ac



DRAINAGE MODEL

Prepared by {enter your company name here}

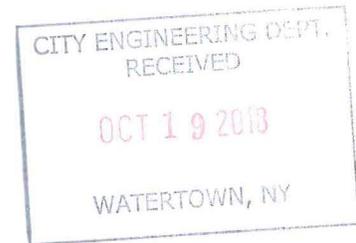
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Page 3

Soil Listing (selected nodes)

Area (acres)	Soil Goup	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.000	HSG C	
0.769	HSG D	10S, 13S
0.480	Other	10S, 13S
1.249		TOTAL AREA



DRAINAGE MODEL

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Type II 24-hr 1 Year Rainfall=2.10"

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Page 5

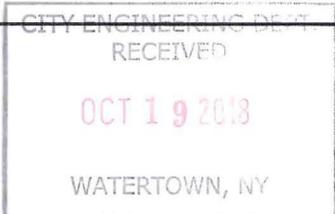
Summary for Subcatchment 10S: PROPOSED DA

Runoff = 0.96 cfs @ 12.03 hrs, Volume= 0.054 af, Depth> 1.04"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs
Type II 24-hr 1 Year Rainfall=2.10"

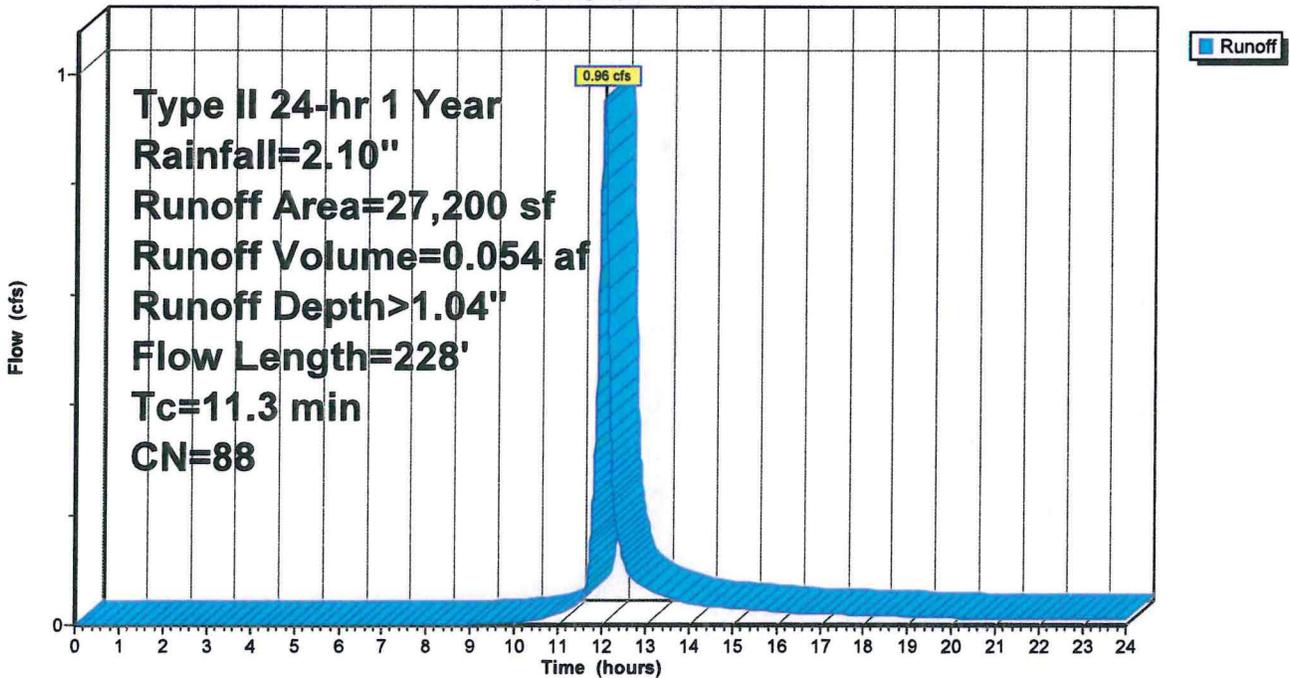
Area (sf)	CN	Description
11,500	98	Paved parking & roofs
15,700	80	>75% Grass cover, Good, HSG D
27,200	88	Weighted Average
15,700		Pervious Area
11,500		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.0200	0.15		Sheet Flow, 100
					Grass: Short n= 0.150 P2= 2.50"
0.2	128	0.2000	9.08		Shallow Concentrated Flow, 128
					Paved Kv= 20.3 fps
11.3	228	Total			



Subcatchment 10S: PROPOSED DA

Hydrograph



DRAINAGE MODEL

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Type II 24-hr 1 Year Rainfall=2.10"

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Summary for Subcatchment 13S: EX DA

Runoff = 0.83 cfs @ 12.04 hrs, Volume= 0.048 af, Depth> 0.92"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs
Type II 24-hr 1 Year Rainfall=2.10"

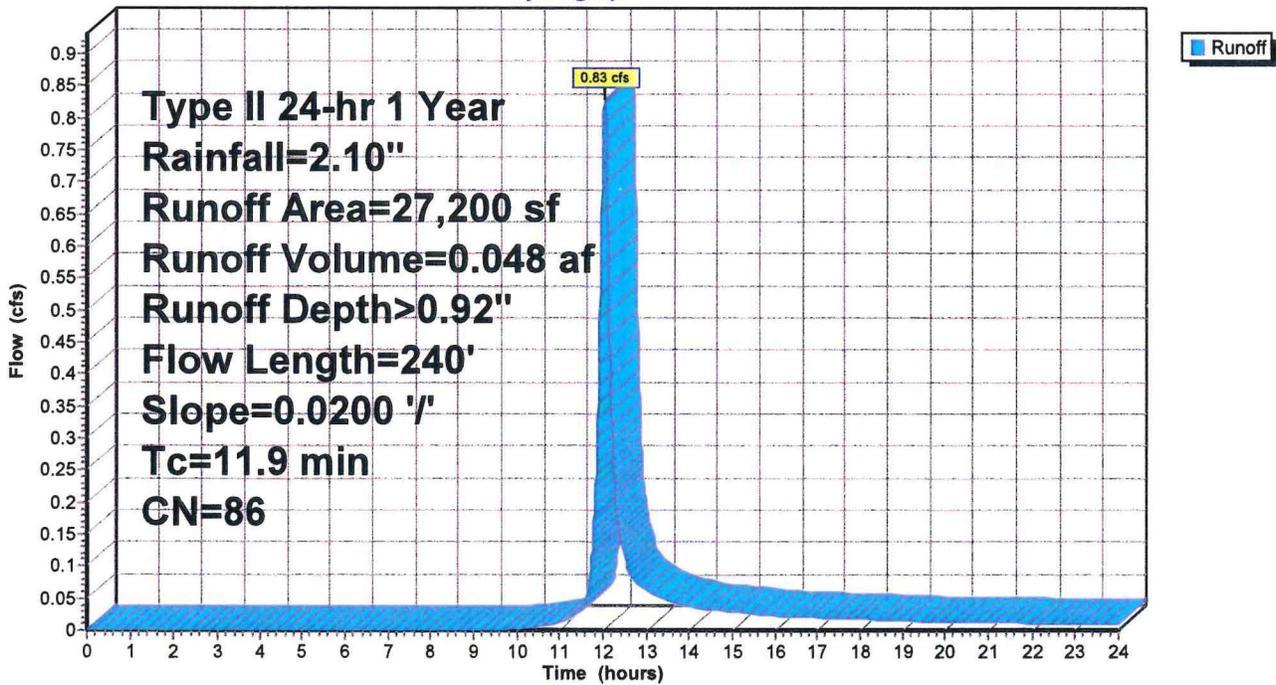
Area (sf)	CN	Description
17,800	80	>75% Grass cover, Good, HSG D
9,400	98	Paved parking & roofs
27,200	86	Weighted Average
17,800		Pervious Area
9,400		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.0200	0.15		Sheet Flow, 100 Grass: Short n= 0.150 P2= 2.50"
0.8	140	0.0200	2.87		Shallow Concentrated Flow, 140 Paved Kv= 20.3 fps
11.9	240	Total			



Subcatchment 13S: EX DA

Hydrograph



DRAINAGE MODEL

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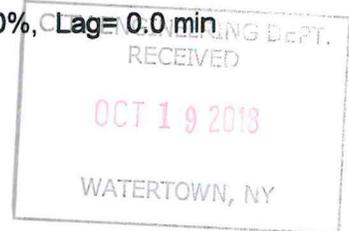
Type II 24-hr 1 Year Rainfall=2.10"

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Page 7

Summary for Pond 6P: PROPOSED CATCH BASIN

Inflow Area = 0.624 ac, 42.28% Impervious, Inflow Depth > 1.04" for 1 Year event
Inflow = 0.96 cfs @ 12.03 hrs, Volume= 0.054 af
Outflow = 0.96 cfs @ 12.03 hrs, Volume= 0.054 af, Atten= 0%, CLag= 0.0 min
Primary = 0.96 cfs @ 12.03 hrs, Volume= 0.054 af



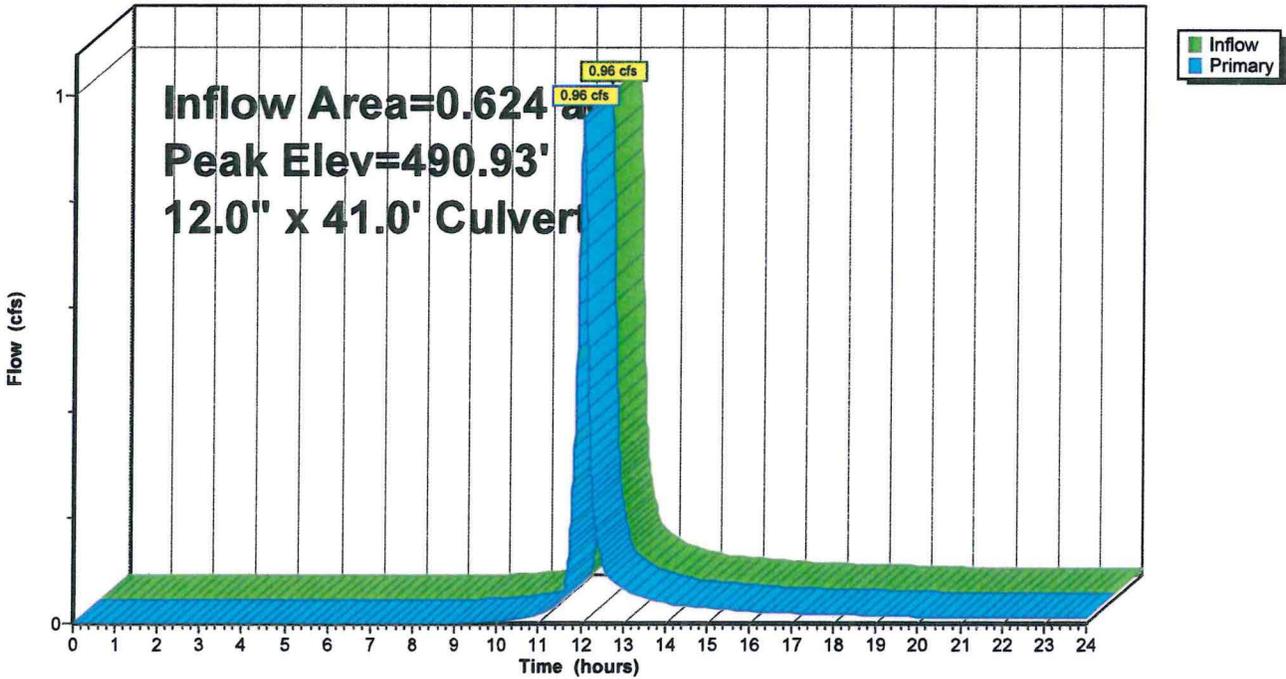
Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs
Peak Elev= 490.93' @ 12.03 hrs
Flood Elev= 493.85'

Device	Routing	Invert	Outlet Devices
#1	Primary	490.35'	12.0" x 41.0' long Culvert CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 489.14' S= 0.0295 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior

Primary OutFlow Max=0.96 cfs @ 12.03 hrs HW=490.93' (Free Discharge)
1=Culvert (Inlet Controls 0.96 cfs @ 2.04 fps)

Pond 6P: PROPOSED CATCH BASIN

Hydrograph



DRAINAGE MODEL

Type II 24-hr 10 Year Rainfall=3.50"

Prepared by {enter your company name here}

Printed 10/18/2018

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Page 8

Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Muskingum-Cunge method - Pond routing by Stor-Ind method

Subcatchment 10S: PROPOSED DA

Runoff Area=27,200 sf 42.28% Impervious Runoff Depth>2.26"
Flow Length=228' Tc=11.3 min CN=88 Runoff=2.05 cfs 0.118 af

Subcatchment 13S: EX DA

Runoff Area=27,200 sf 34.56% Impervious Runoff Depth>2.09"
Flow Length=240' Slope=0.0200 '/ Tc=11.9 min CN=86 Runoff=1.87 cfs 0.109 af

Pond 6P: PROPOSED CATCH BASIN

Peak Elev=491.32' Inflow=2.05 cfs 0.118 af
12.0" x 41.0' Culvert Outflow=2.05 cfs 0.118 af

Total Runoff Area = 1.249 ac Runoff Volume = 0.227 af Average Runoff Depth = 2.18"
61.58% Pervious = 0.769 ac 38.42% Impervious = 0.480 ac



DRAINAGE MODEL

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Type II 24-hr 10 Year Rainfall=3.50"

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Summary for Subcatchment 10S: PROPOSED DA

Runoff = 2.05 cfs @ 12.03 hrs, Volume= 0.118 af, Depth> 2.26"

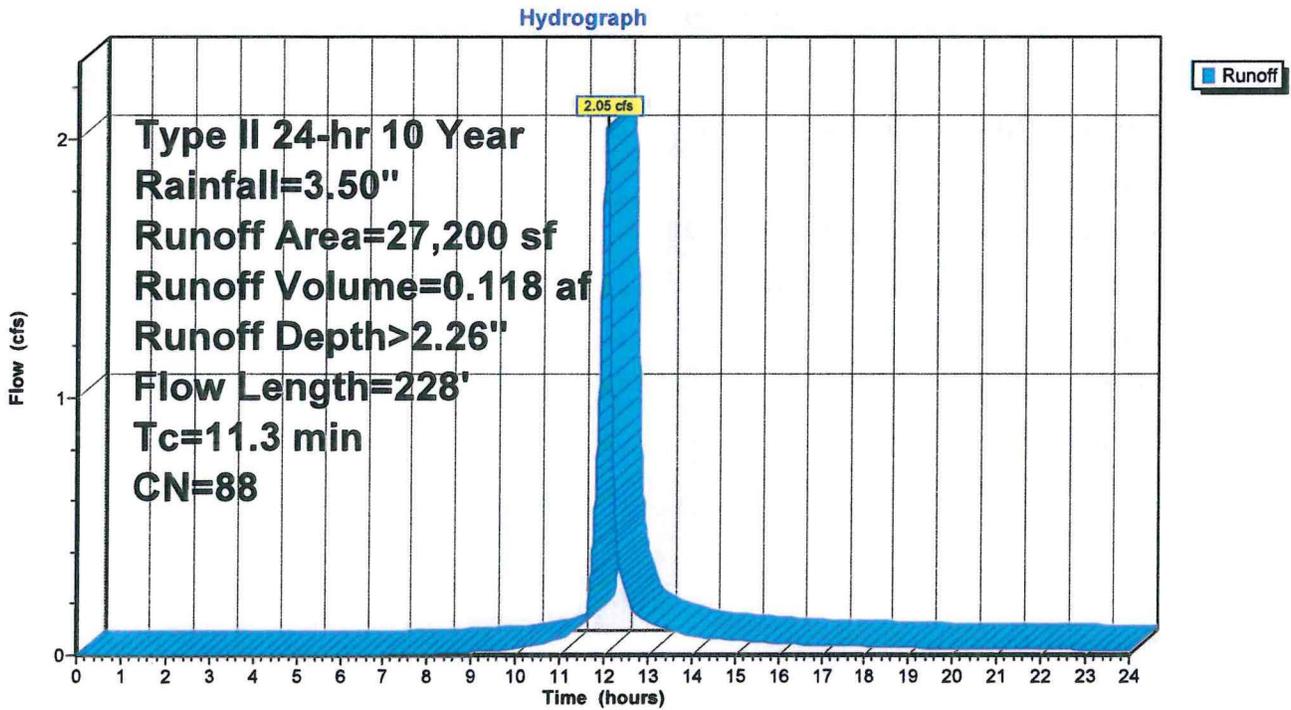
Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs
 Type II 24-hr 10 Year Rainfall=3.50"

Area (sf)	CN	Description
11,500	98	Paved parking & roofs
15,700	80	>75% Grass cover, Good, HSG D
27,200	88	Weighted Average
15,700		Pervious Area
11,500		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.0200	0.15		Sheet Flow, 100
					Grass: Short n= 0.150 P2= 2.50"
0.2	128	0.2000	9.08		Shallow Concentrated Flow, 128
					Paved Kv= 20.3 fps
11.3	228	Total			

CITY ENGINEERING DEPT.
 RECEIVED
 OCT 19 2018
 WATERTOWN, NY

Subcatchment 10S: PROPOSED DA



DRAINAGE MODEL

Type II 24-hr 10 Year Rainfall=3.50"

Prepared by {enter your company name here}

Printed 10/18/2018

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Page 10

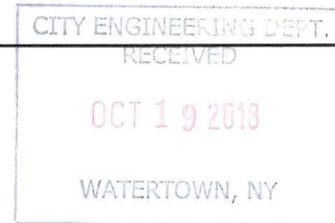
Summary for Subcatchment 13S: EX DA

Runoff = 1.87 cfs @ 12.04 hrs, Volume= 0.109 af, Depth> 2.09"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs
 Type II 24-hr 10 Year Rainfall=3.50"

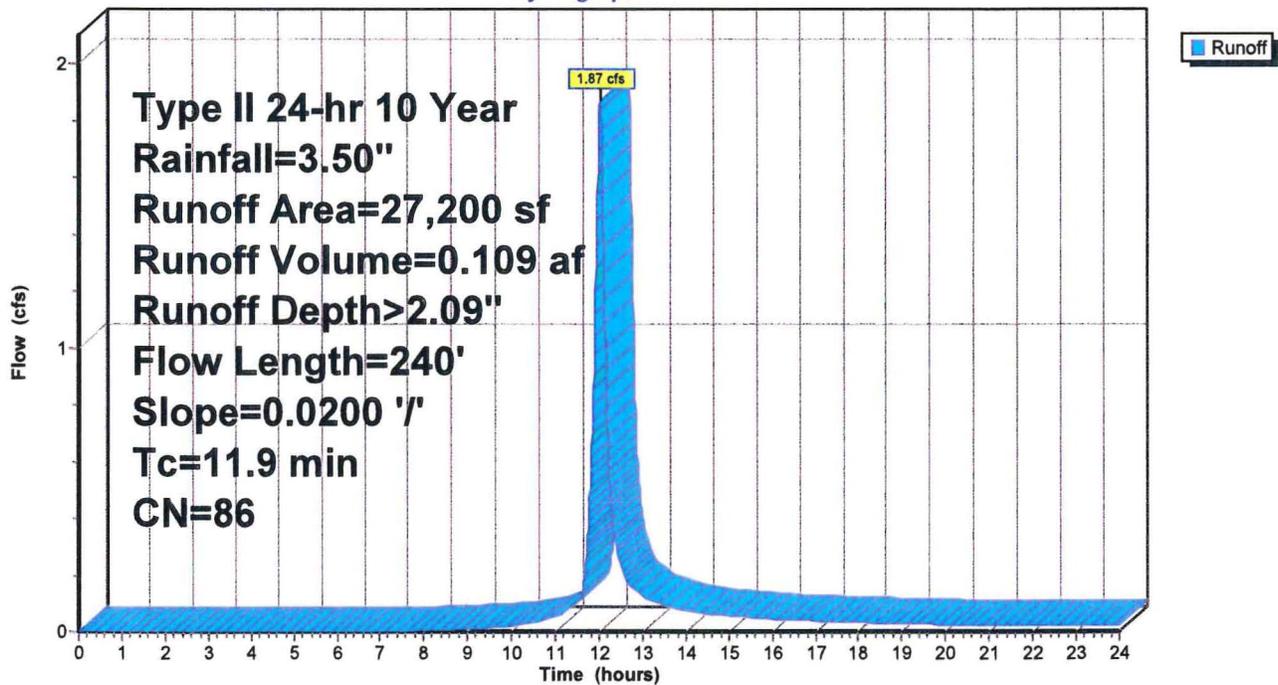
Area (sf)	CN	Description
17,800	80	>75% Grass cover, Good, HSG D
9,400	98	Paved parking & roofs
27,200	86	Weighted Average
17,800		Pervious Area
9,400		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.0200	0.15		Sheet Flow, 100
0.8	140	0.0200	2.87		Grass: Short n= 0.150 P2= 2.50"
					Shallow Concentrated Flow, 140
					Paved Kv= 20.3 fps
11.9	240	Total			



Subcatchment 13S: EX DA

Hydrograph



DRAINAGE MODEL

Type II 24-hr 10 Year Rainfall=3.50"

Prepared by {enter your company name here}

Printed 10/18/2018

HydroCAD® 8.50 s/n 005505 © 2007 HydroCAD Software Solutions LLC

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Summary for Pond 6P: PROPOSED CATCH BASIN

Inflow Area = 0.624 ac, 42.28% Impervious, Inflow Depth > 2.26" for 10 Year event
 Inflow = 2.05 cfs @ 12.03 hrs, Volume= 0.118 af
 Outflow = 2.05 cfs @ 12.03 hrs, Volume= 0.118 af, Atten= 0%, Lag= 0.0 min
 Primary = 2.05 cfs @ 12.03 hrs, Volume= 0.118 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs
 Peak Elev= 491.32' @ 12.03 hrs
 Flood Elev= 493.85'

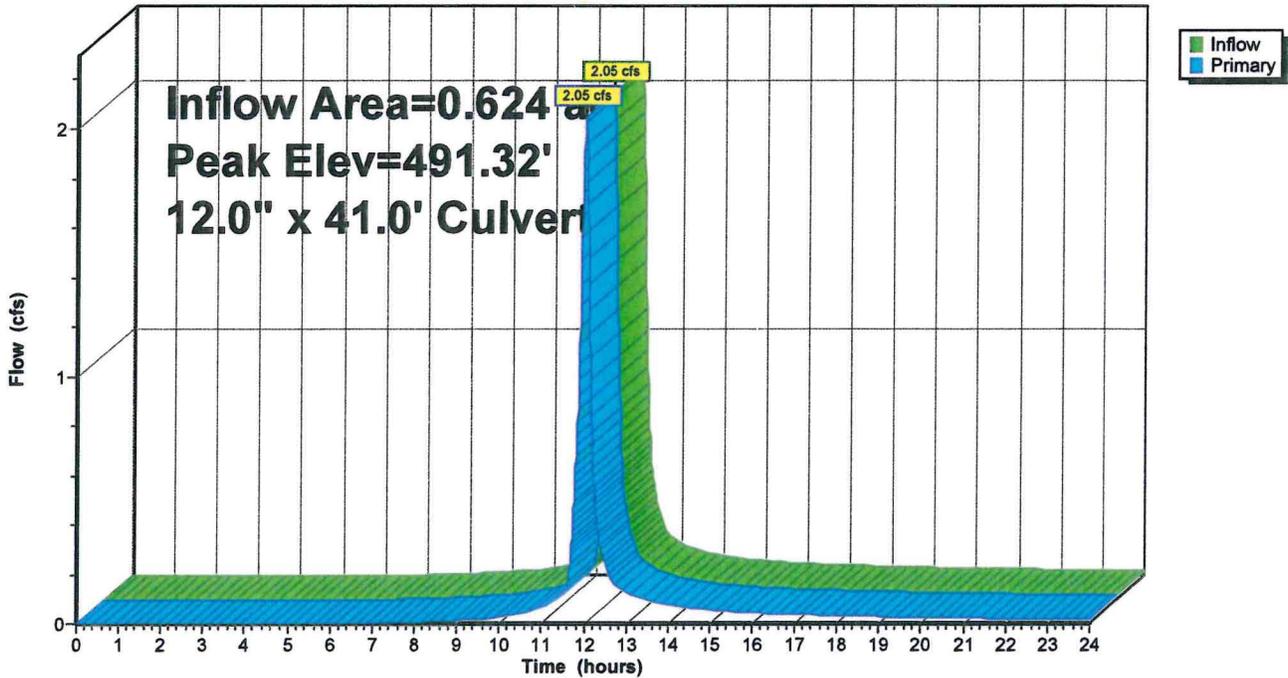
Device	Routing	Invert	Outlet Devices
#1	Primary	490.35'	12.0" x 41.0' long Culvert CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 489.14' S= 0.0295 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior

Primary OutFlow Max=2.05 cfs @ 12.03 hrs HW=491.32' (Free Discharge)
 1=Culvert (Inlet Controls 2.05 cfs @ 2.64 fps)



Pond 6P: PROPOSED CATCH BASIN

Hydrograph



DRAINAGE MODEL

Type II 24-hr 100 Year Rainfall=4.70"

Prepared by {enter your company name here}

Printed 10/18/2018

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Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Muskingum-Cunge method - Pond routing by Stor-Ind method

Subcatchment 10S: PROPOSED DA

Runoff Area=27,200 sf 42.28% Impervious Runoff Depth>3.38"
Flow Length=228' Tc=11.3 min CN=88 Runoff=3.01 cfs 0.176 af

Subcatchment 13S: EX DA

Runoff Area=27,200 sf 34.56% Impervious Runoff Depth>3.18"
Flow Length=240' Slope=0.0200 '/ Tc=11.9 min CN=86 Runoff=2.81 cfs 0.165 af

Pond 6P: PROPOSED CATCH BASIN

Peak Elev=491.86' Inflow=3.01 cfs 0.176 af
12.0" x 41.0' Culvert Outflow=3.01 cfs 0.176 af

Total Runoff Area = 1.249 ac Runoff Volume = 0.341 af Average Runoff Depth = 3.28"
61.58% Pervious = 0.769 ac 38.42% Impervious = 0.480 ac

DRAINAGE MODEL

Prepared by {enter your company name here}

HydroCAD® 8.50 s/n 005505 © 2007 HydroCAD Software Solutions LLC

Type II 24-hr 100 Year Rainfall=4.70"

Printed 10/18/2018

Page 13

Summary for Subcatchment 10S: PROPOSED DA

Runoff = 3.01 cfs @ 12.03 hrs, Volume= 0.176 af, Depth> 3.38"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs
Type II 24-hr 100 Year Rainfall=4.70"

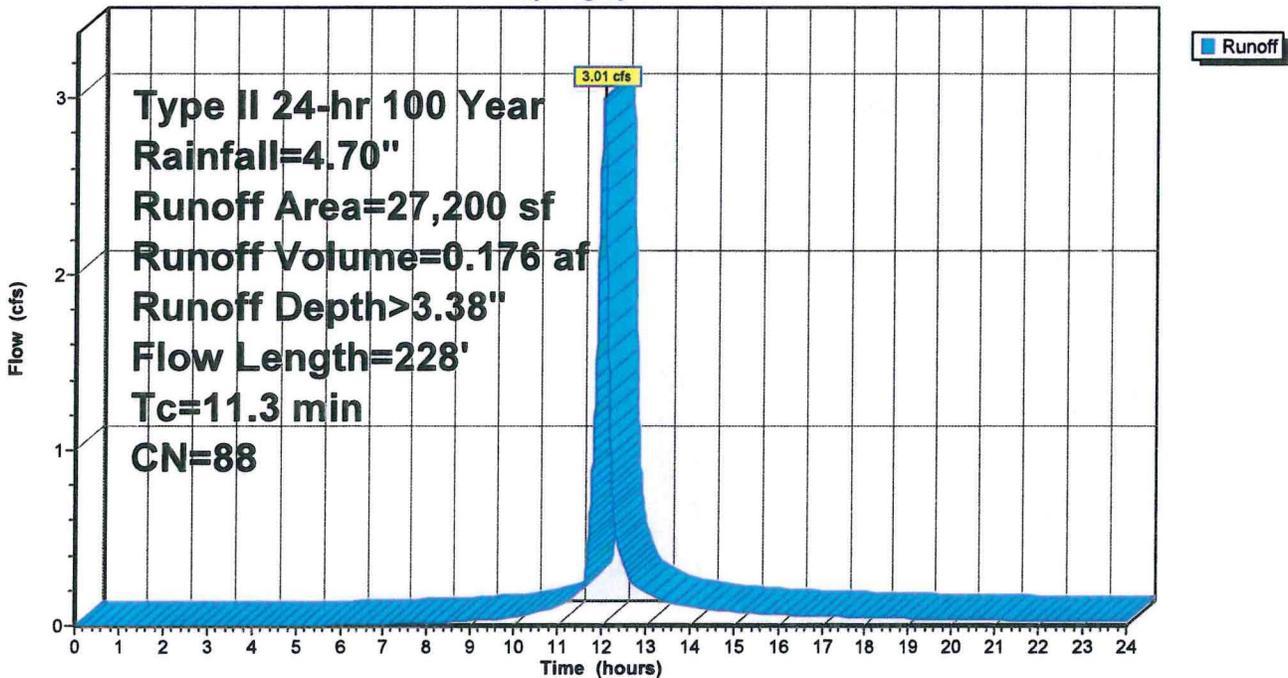
Area (sf)	CN	Description
11,500	98	Paved parking & roofs
15,700	80	>75% Grass cover, Good, HSG D
27,200	88	Weighted Average
15,700		Pervious Area
11,500		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.0200	0.15		Sheet Flow, 100
					Grass: Short n= 0.150 P2= 2.50"
0.2	128	0.2000	9.08		Shallow Concentrated Flow, 128
					Paved Kv= 20.3 fps
11.3	228	Total			



Subcatchment 10S: PROPOSED DA

Hydrograph



DRAINAGE MODEL

Prepared by {enter your company name here}

HydroCAD® 8.50 s/n 005505 © 2007 HydroCAD Software Solutions LLC

Type II 24-hr 100 Year Rainfall=4.70"

Printed 10/18/2018

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Summary for Subcatchment 13S: EX DA

Runoff = 2.81 cfs @ 12.03 hrs, Volume= 0.165 af, Depth> 3.18"

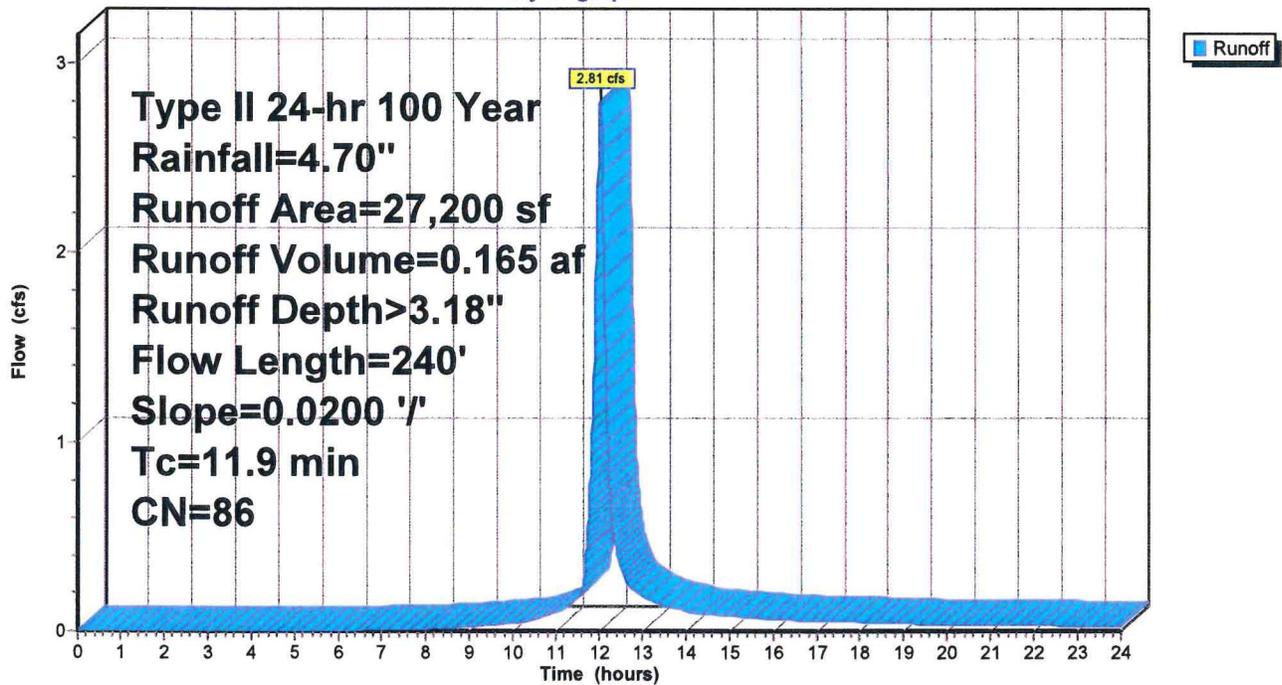
Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs
Type II 24-hr 100 Year Rainfall=4.70"

Area (sf)	CN	Description
17,800	80	>75% Grass cover, Good, HSG D
9,400	98	Paved parking & roofs
27,200	86	Weighted Average
17,800		Pervious Area
9,400		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.0200	0.15		Sheet Flow, 100 Grass: Short n= 0.150 P2= 2.50"
0.8	140	0.0200	2.87		Shallow Concentrated Flow, 140 Paved Kv= 20.3 fps
11.9	240	Total			

Subcatchment 13S: EX DA

Hydrograph



DRAINAGE MODEL

Type II 24-hr 100 Year Rainfall=4.70"

Prepared by {enter your company name here}

Printed 10/18/2018

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Page 15

Summary for Pond 6P: PROPOSED CATCH BASIN

Inflow Area = 0.624 ac, 42.28% Impervious, Inflow Depth > 3.38" for 100 Year event
 Inflow = 3.01 cfs @ 12.03 hrs, Volume= 0.176 af
 Outflow = 3.01 cfs @ 12.03 hrs, Volume= 0.176 af, Atten= 0%, Lag= 0.0 min
 Primary = 3.01 cfs @ 12.03 hrs, Volume= 0.176 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs
 Peak Elev= 491.86' @ 12.03 hrs
 Flood Elev= 493.85'

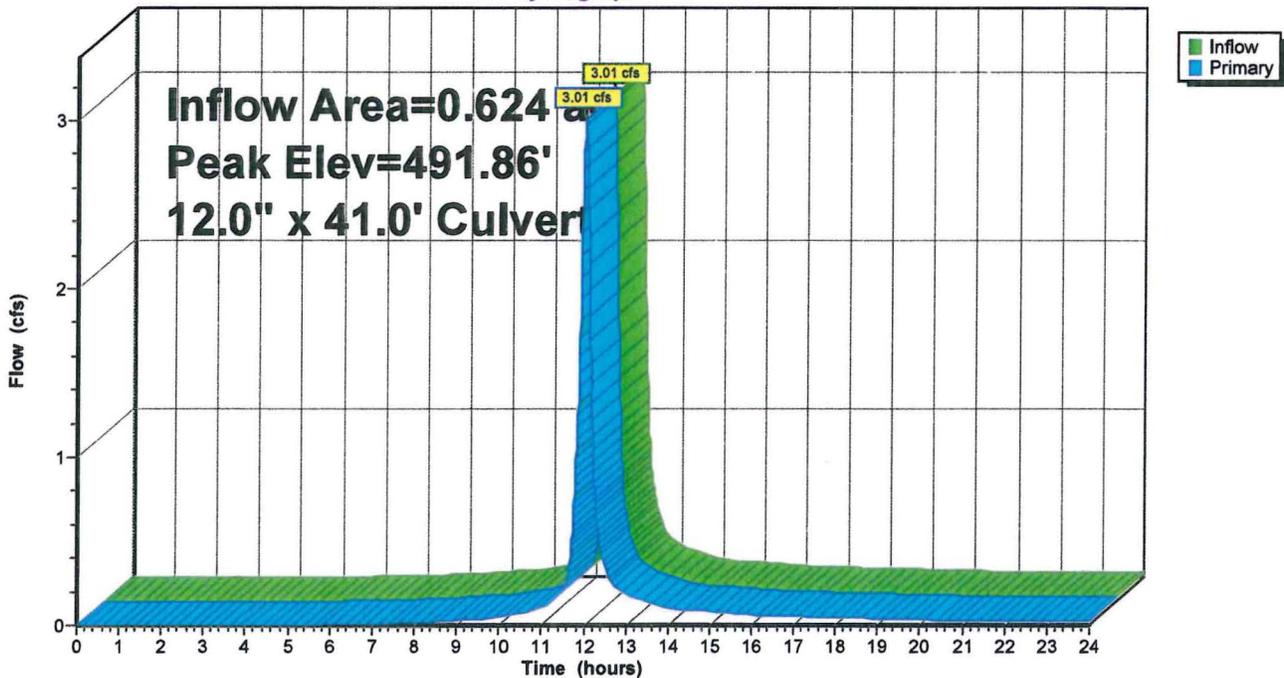
Device	Routing	Invert	Outlet Devices
#1	Primary	490.35'	12.0" x 41.0' long Culvert CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 489.14' S= 0.0295 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior



Primary OutFlow Max=3.00 cfs @ 12.03 hrs HW=491.86' (Free Discharge)
 ←1=Culvert (Inlet Controls 3.00 cfs @ 3.83 fps)

Pond 6P: PROPOSED CATCH BASIN

Hydrograph





1869

CITY OF WATERTOWN SITE PLAN APPLICATION

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

PROPERTY LOCATION

Proposed Project Name: 122 Winthrop St. Parking Lot

Tax Parcel Number: 12-03-202.000

Property Address: 122 Winthrop St.

Existing Zoning Classification: Residence BC

OWNER OF PROPERTY

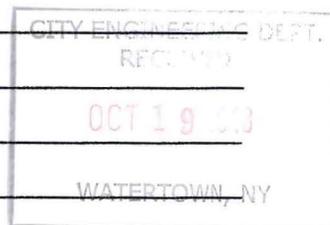
Name: Church of the Holy Family

Address: 129 Winthrop St.

Watertown, NY 13601

Telephone Number: 315-782-2468

Fax Number: _____



APPLICANT

Name: Same as Owner

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: frstev@twcny.rr.com

ENGINEER/ARCHITECT/SURVEYOR

Name: Ryan Churchill - Gyms, DPC

Address: 18969 US Route 11

Watertown, NY 13601

Telephone Number: 315-788-3900

Fax Number: 315-788-0668

Email Address: rchurchill@gymodpc.com

OPTIONAL MATERIALS:

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

REQUIRED MATERIALS:

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

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

DEMOLITION PLAN (If Applicable) *N/A*

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

All items to be removed are labeled in darker text.

SITE PLAN

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

All proposed above ground features are depicted and clearly labeled.

All proposed features are clearly labeled "proposed".

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

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

The Plan is adequately dimensioned including radii.

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

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

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

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

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

Proposed snow storage areas are shown on the plans.

The north arrow and graphic scale are shown.

GRADING PLAN

All proposed below ground features including elevations and inverts are shown and labeled.

All proposed above ground features are shown and labeled.

- The line work and text for all proposed features is shown darker than existing features.
 - All proposed easements and right-of-ways are shown and labeled.
 - 1' existing contours are shown dashed and labeled with appropriate spot elevations.
 - 1' proposed contours are shown and labeled with appropriate spot elevations.
 - All elevations are North American Vertical Datum of 1988 (NAVD88).
 - Sediment and Erosion control are shown and labeled on the grading plan unless separate drawings have been provided as part of a Stormwater Pollution Prevention Plan (SWPPP).
- UTILITY PLAN**
- All proposed above and below ground features are shown and labeled.
 - All existing above and below ground utilities including sanitary, storm water, water, electric, gas, telephone, cable, fiber optic, etc. are shown and labeled.
 - All proposed easements and right-of-ways are shown and labeled.
 - The Plan is adequately dimensioned including radii.
 - The line work and text for all proposed features is shown darker than existing features.
 - The following note has been added to the drawings stating, "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supersede all other plans and specifications provided."
- LANDSCAPING PLAN**
- All proposed above ground features are shown and labeled.
 - All proposed trees, shrubs, and other plantings are shown and labeled.
 - All proposed landscaping and text are shown darker than existing features.
 - All proposed landscaping is clearly depicted, labeled and keyed to a plant schedule that includes the scientific name, common name, size, quantity, etc.

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

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

PHOTOMETRIC PLAN (If Applicable)

All proposed above ground features are shown.

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

CONSTRUCTION DETAILS and NOTES

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

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

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

PRELIMINARY ARCHITECTURAL PLANS (If Applicable) N/A

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

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

Roof outline depicting shape, slope and direction is provided.

ENGINEERING REPORT

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

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

GENERAL INFORMATION

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

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

Post Construction SWPPP Requirements to Complete:

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

Submit a detailed as-built topographic and boundary survey of the site with all stormwater practices.

Perform and submit results of insitu infiltration testing, updated drainage area maps and hydraulic calculations in a comprehensive Engineering Report based on As-Built Conditions.

Submit a detailed post construction Maintenance Plan for all Stormwater Management Practices (SMP's) and provide a Maintenance Agreement with irrevocable letter of credit for approval. Maintenance Agreement shall be filed at the County Clerk's Office as a deed restriction on the property.

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

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

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

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

Plans have been collated and properly folded.

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

Proposed Street Name: _____

For non-residential uses, the proposed Hours of Operation shall be indicated.

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

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

Complete Boundary Survey was not available for
this meeting.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: 122 Winthrop Street Parking Lot			
Project Location (describe, and attach a location map): 122 Winthrop Street, Watertown, NY 13601			
Brief Description of Proposed Action: Paving an approximately 6500 SF parking lot.		<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> CITY ENGINEERING DEPT. RECEIVED OCT 19 2018 WATERTOWN, NY </div>	
Name of Applicant or Sponsor: Church of the Holy Family		Telephone: 3157822468	
		E-Mail: hfchurch@twcny.rr.com	
Address: 129 Winthrop Street			
City/PO: Watertown		State: NY	Zip Code: 13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		1.68 acres	
b. Total acreage to be physically disturbed?		0.20 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		4.27 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): <u>School/Church</u>			
<input type="checkbox"/> Parkland			

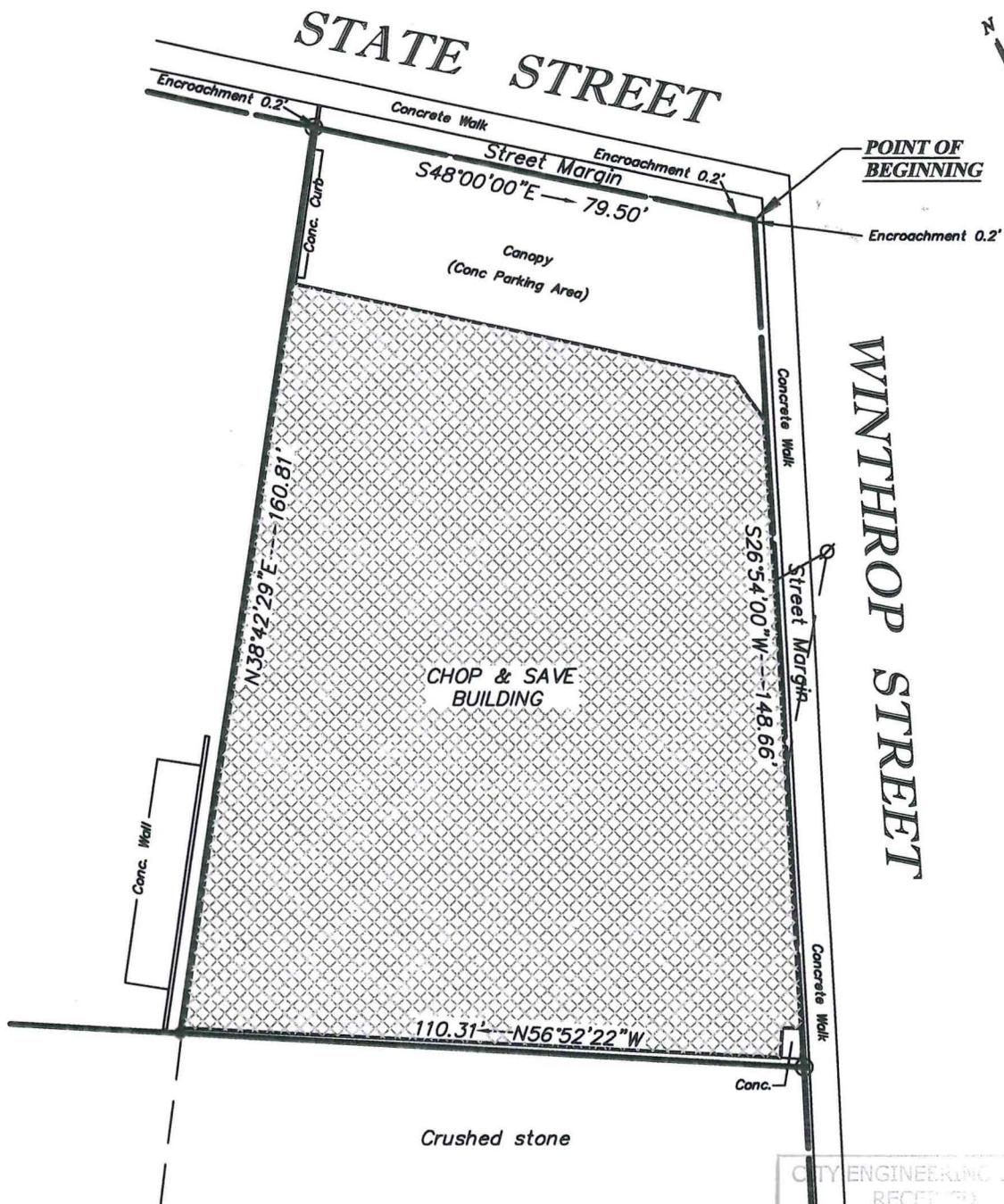
<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Church of the Holy Family

Date: 10/19/18

Signature: Rev. Steven M. Munnery



CITY ENGINEERING DEPT.
RECEIVED
OCT 19 2018
WATERTOWN, N.Y.

NOTE:

This survey was prepared without the benefit of an Updated Abstract of Title and is subject to any changes which may occur as a result of a complete title search.

DEED REFERENCE:

James C. Ives and Sue Anne Ives to JSJ NNY, LLC Instrument 2017-14304 Recorded 09/15/2017 Tax Parcel 12-03-201.00 Area=0.334 Acres±

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GYMO
ARCHITECTURE, ENGINEERING
& LAND SURVEYING, D.P.C.

WARNING - UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

LEGEND:

- - 1/2" IRON PIPE WITH CAP SET
- - IRON PIPE W/ CAP FOUND
- ∅ - UTILITY POLE
- OU--- OVERHEAD UTILITY LINES



Date:	10/19/18
Scale:	1" = 30'
Drawn By:	C.G.P.
Checked By:	HPL
File No:	89-155.01
Survey:	5/89 & 9/2/02
	10/19/2018
REVISIONS	

**SURVEY MAP of the LAND at
456 STATE STREET**

CITY of WATERTOWN
COUNTY of JEFFERSON
STATE of NEW YORK

GYMO
Architecture
Engineering
Environmental
Land Surveying

WWW.GYMODPC.COM
18969 US Route 11
Watertown, NY 13601
315.788.3900

Drwg. No.
1



122 WINTHROP STREET PARKING LOT

122 WINTHROP STREET, CITY OF WATERTOWN
JEFFERSON COUNTY, NEW YORK

SITE DEVELOPMENT PLANS

19 OCTOBER 2018

INDEX OF DRAWINGS:

- C001 - GENERAL NOTES AND INFORMATION
- C101 - SITE DEVELOPMENT PLAN
- C501 - SITE DETAILS
- C502 - SITE DETAILS
- C503 - WORK ZONE TRAFFIC CONTROL DETAILS
- PH101 - PHOTOMETRICS PLAN
- DX1 - EXISTING DRAINAGE PLAN
- DP1 - PROPOSED DRAINAGE PLAN

122 WINTHROP STREET PARKING LOT
2018-397 - SITE DEVELOPMENT PLANS - 19 OCTOBER 2018
122 WINTHROP STREET - CITY OF WATERTOWN, NEW YORK



PREPARED BY:



ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING

18969 US Route 11,
Watertown, NY 13601
tel. (315) 788-3900
fax. (315) 788-0668
www.gymopc.com

RYAN G. CHURCHILL, P.E.
New York State Reg. No. 090366

PREPARED FOR:

CHURCH OF THE HOLY FAMILY
129 WINTHROP STREET
WATERTOWN, NY 13601
CONTACT: FR. STEVEN MURRAY
(315)-782-2468



ABBREVIATIONS

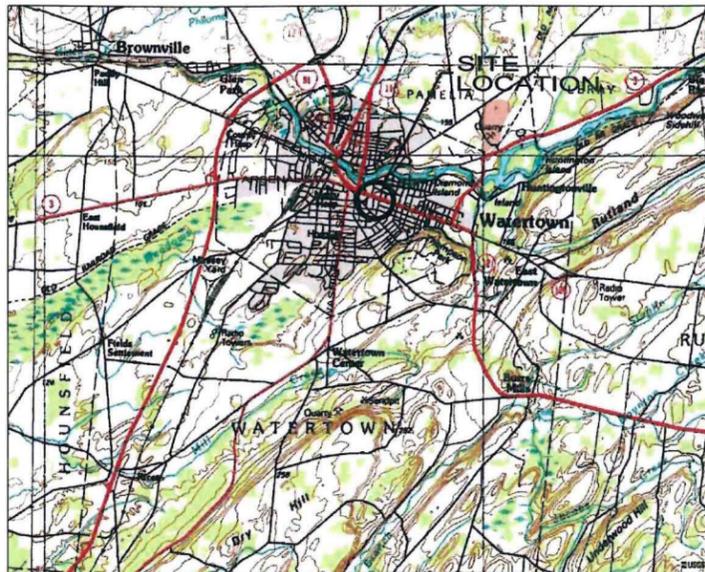
AC - ACRES
 BLDG - BUILDING
 BOT - BOTTOM
 BW - BOTTOM OF WALL
 C - CURVE
 CB - CATCH BASIN
 CF - CUBIC FEET
 CI - CAST IRON
 CL - CENTERLINE
 CO - COUNTY
 CONC - CONCRETE
 CMP - CORRUGATED METAL PIPE
 CPP - CORRUGATED PLASTIC PIPE
 DA - DELTA ANGLE
 DA# - DRAINAGE AREA #
 DI - DUCTILE IRON
 DIA - DIAMETER
 DWG - DRAWING
 DYLL - DOUBLE YELLOW LANE LINE
 E - EAST
 EG - EXISTING GRADE
 EL - ELEVATION
 ESC - EROSION & SEDIMENT CONTROL
 FF - FINISHED FLOOR
 FG - FINISH GRADE
 GV - GATE VALVE
 HDPE - HIGH DENSITY POLYETHYLENE PIPE
 HYD - HYDRANT
 I/P - IRON PIPE FOUND
 IPS - IRON PIPE SET
 INT - INTERSECTION
 INV - INVERT
 L - LENGTH
 LF - LINEAR FEET
 MAX - MAXIMUM
 MIN - MINIMUM
 N - NORTH
 NO./# - NUMBER
 NTS - NOT TO SCALE
 NYSDEC - NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 NYSOT - NEW YORK STATE DEPARTMENT OF TRANSPORTATION
 NYSOEH - NEW YORK STATE DEPARTMENT OF HEALTH
 OHW - OVERHEAD WIRE
 PC - POINT OF CURVATURE
 PCC - POINT OF COMPOUND CURVE
 PT - POINT OF TANGENCY
 PVC - POLYVINYL CHLORIDE PIPE
 R - RADIUS
 RCP - REINFORCED CONCRETE PIPE
 ROC - RUN OF CRUSHER
 ROW - RIGHT-OF-WAY
 S - SOUTH
 SAN - SANITARY
 SB - SETBACK
 SDR - STANDARD DIMENSION RATIO
 SHMH - SANITARY MANHOLE
 STMH - STORM MANHOLE
 SWPPP - STORM WATER POLLUTION PREVENTION PLAN
 SWL - SINGLE WHITE LANE LINE
 TC - TIME OF CONCENTRATION
 TL - TANGENT LENGTH
 TYP - TYPICAL
 TW - TOP OF WALL
 TS & V - TAPPING SLEEVE & VALVE
 UNO - UNLESS NOTED OTHERWISE
 W - WEST

PLANT MATERIAL SCHEDULE

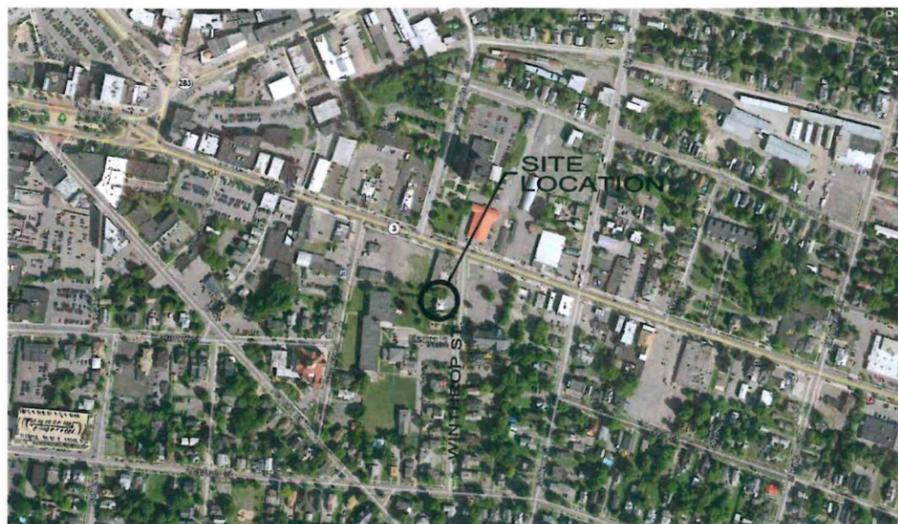
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
TT	LIRIODENDRON TULIPIFERA	TULIPTREE	2" CAL.
LP	PLATANUS X ACERIFLORIA 'BLOODGOOD'	BLOODGOOD LONDON PLANE	2" CAL.
SS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	2" CAL.

MASTER LEGEND

LEGEND	EXISTING	PROPOSED
5' CONTOUR	---490---	---490---
1' CONTOUR	---491---	---491---
BOLLARD	•	•
BUILDING	■	■
CATCH BASIN	□	□
CENTERLINE	---	---
CLEANOUT	○	○
CONCRETE SIDEWALK	▬▬▬▬▬▬	▬▬▬▬▬▬
CONIFEROUS TREE	●	●
CURB STOP	⊕	⊕
CURB WITH GUTTER	▬▬▬▬▬▬	▬▬▬▬▬▬
CURBED ROAD	▬▬▬▬▬▬	▬▬▬▬▬▬
DECIDUOUS TREE	⊗	⊗
EDGE OF PAVEMENT	▬▬▬▬▬▬	▬▬▬▬▬▬
ELECTRICAL BOX	□	□
ELECTRIC MANHOLE	⊙	⊙
FENCE	▬▬▬▬▬▬	▬▬▬▬▬▬
FIRE HYDRANT	⊕	⊕
GAS LINE	---	---
GAS, ELECTRIC, TELEPHONE, CABLE	---	---
GAS MARKER	⊕	⊕
1" IRON PIPE WITH CAP SET	○	○
LIGHTING	⊕	⊕
OVERHEAD UTILITY	---	---
PHASE LINE	---	---
PROPERTY LINE	---	---
PROPERTY LINE (ADJOINERS)	---	---
SEWER LINE	---	---
SEWER MANHOLE	⊙	⊙
SHRUB	⊗	⊗
SIGNS	▲	▲
SILT FENCE	▬▬▬▬▬▬	▬▬▬▬▬▬
SOLID WHITE LANE LINE	---	---
SPOT ELEVATION (BOTTOM CURB/TOP CURB)		452.96 451.95/53
STORM LINE	---	---
STORM MANHOLE	⊙	⊙
TREELINE	▬▬▬▬▬▬	▬▬▬▬▬▬
UNDERGROUND ELECTRIC	---	---
UNDERGROUND TELEPHONE	---	---
UTILITY MANHOLE	⊙	⊙
UTILITY POLE & GUY WIRE	⊕	⊕
WATER LINE	---	---
WATER OUTLINE	---	---
WATER VALVE	⊕	⊕
WATERLINE CROSSING	▬▬▬▬▬▬	▬▬▬▬▬▬
WETLANDS	▬▬▬▬▬▬	▬▬▬▬▬▬



LOCATION MAP
 APPROXIMATE SCALE 1" = 2000'



LOCATION MAP
 APPROXIMATE SCALE 1" = 200'

GENERAL NOTES

- UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE ACTIVITIES AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN. PRIOR TO CONSTRUCTION CONTACT UNDERGROUND UTILITIES CALL CENTER OF NEW YORK FOR EXACT LOCATION OF ALL UNDERGROUND UTILITIES, (1-800-962-7962). CONTRACTOR IS RESPONSIBLE FOR LOCATING AND WORKING WITH THE APPROPRIATE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
- THE TOPOGRAPHIC, PLANIMETRIC, AND BOUNDARY SURVEY WAS PERFORMED BY GYMO DPC DURING OCTOBER 2018.
- ALL OUT-OF-SCOPE AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS WILL BE RESTORED TO CONDITIONS EQUAL TO OR BETTER THAN THAT PRIOR TO CONSTRUCTION. OUTSIDE OF PROPERTY BOUNDARIES AND EASEMENT AREAS THE CONTRACTOR IS REMINDED TO OBTAIN WRITTEN AUTHORIZATION TO USE PRIVATE PROPERTY AND ASSUMES ALL LIABILITY WHEN ACCESSING THOSE PROPERTIES.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE CHARACTERISTICS AND EXTENT OF SUBSURFACE SOILS, ROCK, WATER TABLE LEVELS, ETC., PRIOR TO BIDDING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, SECURITY, BONDS, FEES, AND PAYMENTS TO OBTAIN SAID PERMITS WHERE APPLICABLE.
- WHEN THE PERFORMANCE OF THE CONTRACTOR'S WORK REQUIRES THE INTERRUPTION OF UTILITY SERVICES, HE/SHE SHALL ISSUE A 48 HOUR PRIOR NOTICE TO THE GOVERNING MUNICIPALITY.
- SITE CONTRACTOR TO PROVIDE EROSION AND SEDIMENT CONTROL AND DUST CONTROL.
- A LICENSED LAND SURVEYOR SHALL BE RETAINED FOR ALL UTILITY AND FIELD STAKEOUT AND AS-BUILTS AT THE CONTRACTORS EXPENSE.
- CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION UNTIL ESTABLISHMENT OF VEGETATIVE COVER. RUN-OFF CONTAINING SEDIMENTS FROM DISTURBED AREAS OF THE SITE SHALL NOT BE ALLOWED DIRECTLY OFF SITE OR INTO NATURAL STREAM CHANNELS.
- ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED BY THE CONTRACTOR. CONSTRUCTION ACTIVITIES ADJACENT TO TREES SHALL BE CONDUCTED TO REDUCE THE IMPACT TO TREES TO THE MAXIMUM EXTENT PRACTICAL. ANY DAMAGE TO EXISTING TREES SHALL BE REPAIRED OR THE TREE REPLACED, AS DIRECTED BY THE OWNER AT THE CONTRACTORS EXPENSE.
- CONTRACTOR SHALL PERFORM ALL R.O.W. CONNECTION AND/OR ADJACENT WORK IN ACCORDANCE WITH NYSOT SPECIFICATIONS. ALL R.O.W. WORK SHALL BE IN ACCORDANCE WITH NYSOT MAINTENANCE AND PROTECTION OF TRAFFIC REGULATIONS, INCLUDING FLAGMEN, BARRICADES, WARNING SIGNS/LIGHTS, ETC., WHERE WARRANTED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING, GRUBBING, CUTTING AND DISPOSING OF VEGETATION, TREES AND DEBRIS IN A NYSDEC ACCEPTABLE LOCATION.
- CONTRACTOR SHALL PERFORM ALL NECESSARY EARTHWORK, INCLUDING THE STRIPPING, STOCKPILING AND REPLACING OF TOPSOIL IN ACCORDANCE WITH THE PLANS. EXCESS MATERIAL SHALL BE REMOVED FROM THE SITE.
- EXCAVATIONS SHALL BE TO DEPTHS SHOWN ON DRAWINGS. ALL UNSTABLE OR UNSUITABLE MATERIAL SHALL BE EXCAVATED AND REMOVED TO SUCH DEPTH AS REQUIRED TO PROVIDE SUFFICIENT BEARING CAPACITY. OVER-EXCAVATED AREAS SHALL BE BACKFILLED WITH SUITABLE MATERIAL.
- COMPACTION OF PIPE BEDDING AND BACKFILL MATERIAL SHALL BE BY MEANS OF HAND-GUIDED POWER DRIVEN, DRUM-TYPE, OR PLATE TAMPERS. BACKFILLING SHOULD PROCEED IN ACCORDANCE WITH LIFT THICKNESSES AND COMPACTION REQUIREMENTS AS SHOWN ON THE DRAWINGS, UNLESS OTHERWISE NOTED ON THE DRAWINGS. COMPACTION REQUIREMENTS REFER TO PERCENT OF MAXIMUM DRY DENSITY AS DETERMINED IN ACCORDANCE WITH ASTM-D698, STANDARD PROCTOR. CARE SHALL BE TAKEN TO SHAPE PIPE BEDDING TO FIT THE LOWER PART OF THE PIPE. BACKFILLING AND COMPACTION SHOULD PROGRESS EVENLY ALONG THE PIPE SIDEWALLS AND TO THE TOP OF THE PIPE BEDDING.
- COMPACTION SHALL BE 90% MAXIMUM DRY DENSITY IN GRASS AREAS, 95% MAXIMUM DRY DENSITY IN GRAVEL/PAVED AREAS AND 98% MAXIMUM DRY DENSITY UNDER AND AROUND STRUCTURES. MAXIMUM DRY DENSITY SHALL BE AS DETERMINED BY ASTM-D698, STANDARD PROCTOR. THE CONTRACTOR SHALL HIRE AN INDEPENDENT TESTING AGENCY TO PERFORM PAVEMENT TESTING PER TECHNICAL SPECIFICATIONS AND PROVIDE THE RESULTS TO THE OWNER FOR REVIEW PRIOR TO FINAL PAYMENT.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OF DIMENSIONS, ELEVATIONS AND LOCATIONS DURING PRECONSTRUCTION FIELD VERIFICATION, SUCH INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR VERIFICATION OR MODIFICATION OF THE PLANS.
- THE CONTRACTOR SHALL DELIVER TO THE OWNER, AN AS-BUILT SURVEY, SIGNED AND SEALED BY A LAND SURVEYOR OR ENGINEER LICENSED IN THE STATE OF NEW YORK. AS-BUILT RECORD DRAWINGS SHALL INCLUDE, AS A MINIMUM, THE FOLLOWING INFORMATION AS WELL AS ALL REQUIREMENTS OF THE SPECIFICATION:
 - RECORD OF ALL UTILITIES ENCOUNTERED IN TRENCH EXCAVATION. INFORMATION SHALL INCLUDE DIAMETER OF UTILITY, DEPTH OF BURIAL AND LOCATION WITH REFERENCE TO NEAREST STRUCTURE SHOWN ON DRAWINGS. THIS INFORMATION SHALL BE KEPT CURRENT ON A WEEKLY BASIS. FAILURE TO DO SO MAY RESULT IN WITHHOLDING OF PAYMENTS.
 - DISTANCE TIES TO ALL MANHOLES, CLEAN OUTS, CATCH BASINS, ETC.
 - UTILITY REPAIRS, SIDEWALK, AND DRIVEWAY REPLACEMENTS CENTERLINE.
 - RIM AND INVERT ELEVATIONS AND HORIZONTAL LOCATION OF MANHOLES, CATCH BASINS, AND CLEANOUTS.
 - STATIONS OF BENDS AND VALVES.
 - FINAL GRADE ELEVATIONS TO NEAREST 0.1'-FOOT AND FINISHED FLOOR ELEVATIONS.
 - DENOTED BENCH MARK REFERENCES USED.
 - PERIODIC OFFSETS
 - NOTATION FROM THE ENGINEER OR SURVEYOR THAT THE GRADES ARE IN CONFORMANCE WITH THE SITE PLANS.
 - RECORD DETAILS NOT SHOWN ON THE ORIGINAL CONTRACT DOCUMENTS. ANY FIELD CHANGES OF DIMENSIONS AND DETAILS AND ANY CHANGES MADE BY CHANGE ORDER OR FIELD ORDER.
 - CERTIFICATE OF SUBSTANTIAL COMPLETION SHALL NOT BE ISSUED UNTIL AS-BUILT INFORMATION IS ACCEPTABLE.
 - TWO (2) SETS OF FINAL COMPLETE RECORD DRAWINGS. CONTRACTOR SHALL FURNISH AS-BUILT DATA ON PLAN SHEETS.
- UPON COMPLETION OF STORM SEWER FACILITIES AND ESTABLISHMENT OF VEGETATION, THE NEW AND EXISTING STORM SYSTEMS RECEIVING RUNOFF FROM THIS SITE SHALL BE CLEANED OF DEBRIS. ONLY AT THIS TIME SHALL THE EROSION AND SEDIMENTATION CONTROL MEASURES BE REMOVED.
- CONTRACTOR SHALL PROVIDE SATISFACTORY Dewatering AND DRAINAGE OF EXCAVATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT AREA ROADS AND PARKING FACILITIES ARE CLEAR OF DEBRIS AND MUD ON A DAILY BASIS DURING THE ENTIRE CONSTRUCTION PROCESS.
- EXCAVATIONS AND TRENCHING SHALL BE PERFORMED IN ACCORDANCE WITH STATE OF NEW YORK INDUSTRIAL CODE, RULE 23, O.S.H.A. TITLE 29, PART 1926, NEW YORK STATE DEPARTMENT OF LABOR, TITLE 12, PART 23, AND ALL OTHER APPLICABLE SAFETY STANDARDS AND CODES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF AND TO CONFORM WITH ALL RULES AND RESPONSIBILITIES ASSOCIATED WITH PROVIDING A SAFE WORK PLACE. THE CONTRACTOR MUST COMPLY WITH OSHA 29 CFR PART 1926, SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION.
- A STORM WATER POLLUTION PREVENTION PLAN HAS NOT BEEN PREPARED FOR THIS PROJECT, AS DISTURBANCE SHALL BE UNDER 1 ACRE.
- ALL WORK TO BE PERFORMED WITHIN THE CITY OF WATERTOWN MARGIN WILL REQUIRE SIGN-OFF FROM A PROFESSIONAL ENGINEER, LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK, THAT THE WORK WAS BUILT ACCORDING TO THE APPROVED SITE PLAN AND APPLICABLE CITY OF WATERTOWN STANDARDS. COMPACTION TESTING WILL BE REQUIRED FOR ALL WORK TO BE PERFORMED WITHIN THE CITY OF WATERTOWN MARGIN AND MUST BE SUBMITTED TO THE CITY OF WATERTOWN CODES DEPARTMENT.
- PLEASE NOTE THAT ANY CONTRACTOR WORKING WITHIN THE CITY OF WATERTOWN MUST PROVIDE A CURRENT CERTIFICATE OF LIABILITY INSURANCE (ACCORD 25). IN ADDITION, NYS ALSO MANDATES PROOF OF WORKER'S COMPENSATION BE SHOWN PRIOR TO THE ENGINEERING DEPARTMENT ISSUING ANY PERMITS.
- IF ANY SUSPECT ENVIRONMENTAL HAZARDS ARE ENCOUNTERED DURING CONSTRUCTION, WORK ON THE SITE WILL IMMEDIATELY CEASE AND THE OWNER CONTACTED. THE OWNER'S ENVIRONMENTAL CONSULTANT IS TO BE CONTACTED TO ASSESS THE POTENTIAL HAZARD AND DETERMINE HOW WORK SHALL PROCEED.
- ALL WATER MAIN AND SERVICE WORK MUST BE COORDINATED WITH THE CITY OF WATERTOWN WATER DEPARTMENT. THE WATER DEPARTMENT REQUIRES SUPERSEDE ALL OTHER PLANS AND SPECIFICATIONS PROVIDED.

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 IT IS A VIOLATION OF SECTION 2000
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 STATE EDUCATION LAW FOR ANY
 PERSON WHOSE NAME IS LISTED AS
 AUTHOR OF A LICENSED
 PROFESSIONAL ENGINEER OR LAND
 SURVEYOR TO ALLOW THE SIGNATURE
 OF ANY OTHER PERSON TO BE USED
 ON ANY DRAWING OR SPECIFICATION
 PREPARED BY HIM OR HER
 WITHOUT HIS OR HER WRITTEN
 CONSENT AND THE SIGNATURE OF THE
 PROFESSIONAL ENGINEER OR LAND
 SURVEYOR.

GENERAL NOTES AND INFORMATION
 122 WINTHROP ST PARKING LOT
 WINTHROP STREET, CITY OF WATERTOWN
 JEFFERSON COUNTY, NY

Project No: 2018-397
 Scale: As Noted
 Date: 10/19/2018
 Drawn By: KMB
 Designed By: KMB
 Checked By:
 Date Issued: 10/19/2018
 Dwg. No.

C001

18969 US Route 11,
Watertown, NY 13601
Tel: (315) 788-3900
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ENVIRONMENTAL
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IT IS A VIOLATION OF SECTION 7206,
SUBSECTION 2 OF THE NEW YORK STATE
EDUCATION LAW FOR ANY PERSON
WHOSE ACTING UNDER THE SUPERVISION OF
A LICENSED PROFESSIONAL ENGINEER OR
LAND SURVEYOR TO ALTER THIS
DOCUMENT IN ANY WAY. IF ALTERED,
THIS LICENSEE SHALL WITH HIS OR HER
SEAL AND THE NOTATION "ALTERED BY"
FOLLOWED BY HIS OR HER SIGNATURE,
DATE AND A SPECIFIC DESCRIPTION OF
ALTERATION.

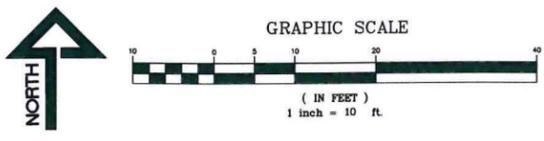
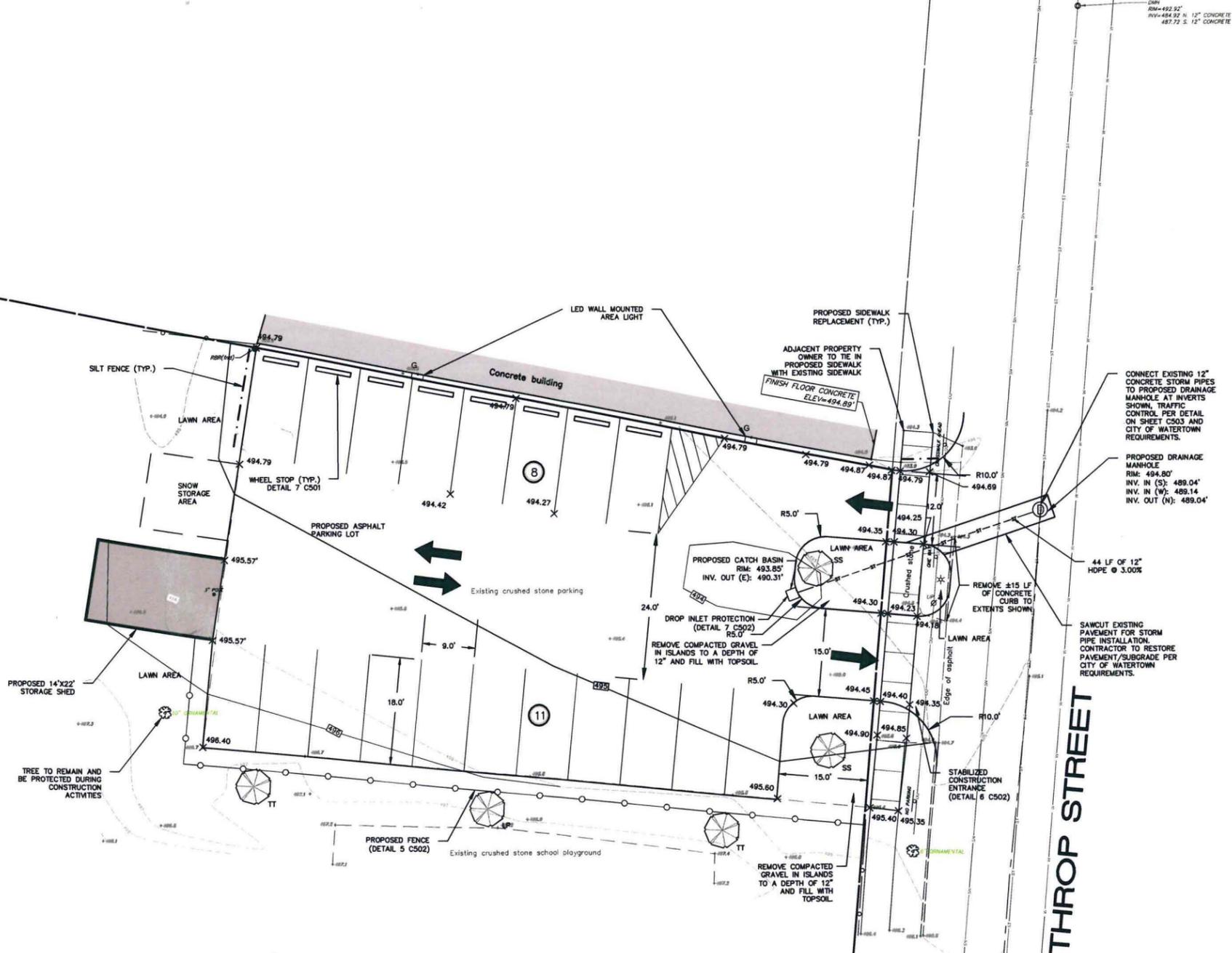
SITE DEVELOPMENT PLAN
122 WINTHROP ST PARKING LOT
WINTHROP STREET, CITY OF WATERTOWN
JEFFERSON COUNTY, NY

Project No: 2018-397
Scale: As Noted
Date: 10/19/2018
Drawn By: KMB
Designed By: KMB
Checked By:
Date Issued: 10/19/2018
Dwg. No.

C101

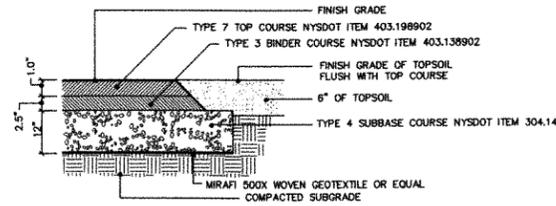
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WINTHROP STREET

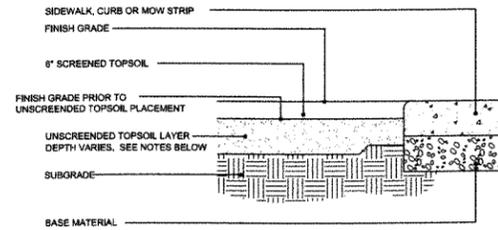


FOR APPROVALS ONLY
NOT FOR CONSTRUCTION

PLANNING DATA
ZONING CLASSIFICATION - RESIDENCE C
PARCEL #13-03-202.000 1.68 ACRES
LAND USE: SCHOOL/CHURCH

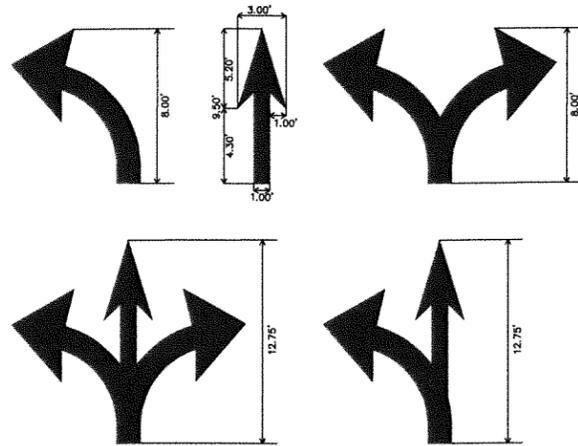


1 TYPICAL PAVEMENT DETAIL
C501 NOT TO SCALE D153-01



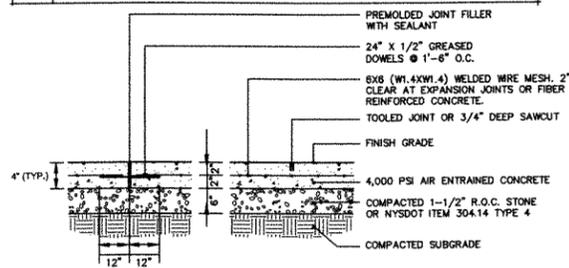
NOTES:
GRASSED AREAS - UNSCREENED TOPSOIL SHALL BE 4\"/>

2 SOIL PROFILE - VARIOUS AREAS
C501 NOT TO SCALE D132-02



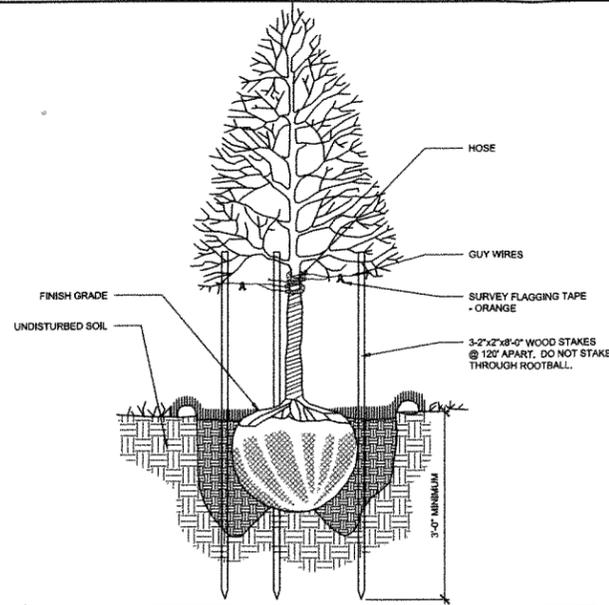
NOTES:
1. WORDS AND ARROWS FOR DRIVEWAYS SHALL BE APPLIED ACCORDING TO REQUIREMENTS AS OUTLINED IN THE 2003 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. THESE MARKINGS ARE TO BE PAINTED REFLECTIVE WHITE.

3 TYPICAL TRAFFIC FLOW ARROWS
C501 NOT TO SCALE

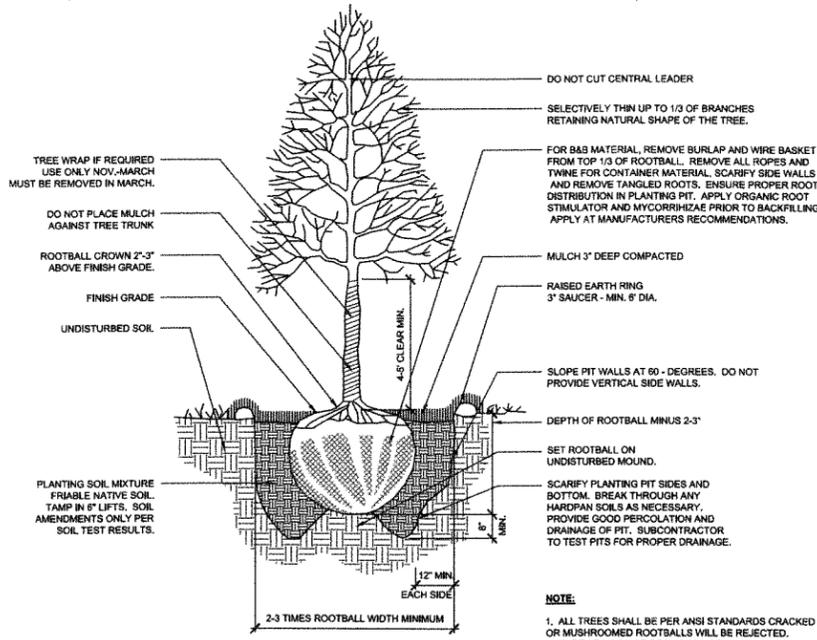


NOTES:
1. CONTRACTION/CONTROL JOINTS TO BE SPACED 5' O.C. MAX., EXPANSION JOINTS TO BE SPACED 20' O.C. MAX.
2. CROSS SLOPE IN SIDEWALK TO BE MIN. 1/4\"/>

4 TYPICAL CONCRETE WALK SECTION
C501 NOT TO SCALE D154-01

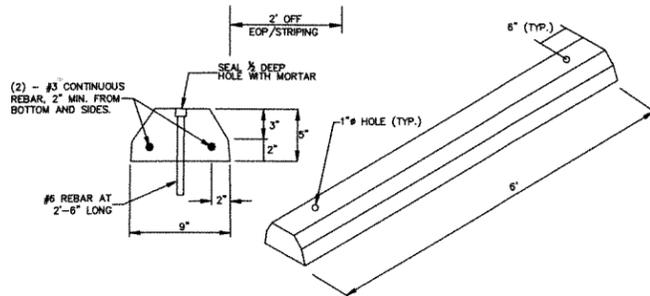


5 TREE STAKING DETAIL
C501 NOT TO SCALE



NOTE:
1. ALL TREES SHALL BE PER ANSI STANDARDS CRACKED OR MUSHROOMED ROOTBALLS WILL BE REJECTED.
2. EARTH RINGS NOT REQUIRED WHEN LOCATED IN A PLANTING BED.

6 TREE PLANTING DETAIL
C501 NOT TO SCALE



7 WHEEL STOP DETAIL
C501 NOT TO SCALE U102-01

TREE PLANTING NOTES:

- THESE NOTES ARE PRESENTED AS A SUMMARY OF THE WRITTEN SPECIFICATIONS ISSUED FOR THE PROJECT. REFER TO THE WRITTEN SPECIFICATIONS FOR ADDITIONAL DETAIL AND FULL PROJECT REQUIREMENTS.
- ANY QUANTITIES INDICATED ON THE DRAWINGS OR ON THE TREE MATERIAL SCHEDULE ARE PROVIDED FOR THE BENEFIT OF THE LANDSCAPE SUBCONTRACTOR BUT SHOULD NOT BE ASSUMED TO BE CORRECT. THE LANDSCAPE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITIES INDICATED. ANY DISCREPANCIES NOTED SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO INSTALLATION. IN THE EVENT OF A DISCREPANCY, THE GRAPHIC REPRESENTATIONS SHOWN ON THE DRAWINGS SHALL GOVERN.
 - NO SUBSTITUTIONS AS TO SIZE, TYPE, SPACING, QUANTITY OR QUALITY OF TREE MATERIAL SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER. CHANGES IN TREE MATERIAL MAY CONSTITUTE PLAN RE-APPROVAL.
 - TREES SHALL BE SUPPLIED AT THE SIZES SPECIFIED ON THE DRAWINGS. THE SIZES SHOWN ARE THE MINIMUMS FOR EACH CATEGORY (HEIGHT, SPREAD, CALIPER, CONTAINER SIZE, ETC.) WHEN A RANGE OF SIZE IS GIVEN, 75% OF THE PLANTS SUPPLIED MUST MEET THE MAXIMUM RANGE SIZE, AND 25% OF THE PLANTS SUPPLIED SHALL BE THE MINIMUM RANGE SIZE SPECIFIED. THE PLANTS SUPPLIED MUST CONFORM TO ALL OF THE MINIMUM DIMENSIONS INDICATED. PLANTS OF LARGER SIZE MAY BE USED IF ACCEPTABLE TO THE ENGINEER AT NO ADDITIONAL COST AND IF SIZES OF CONTAINER OR ROOT BALLS, HEIGHT, AND SPREAD ARE INCREASED PROPORTIONATELY IN ACCORDANCE WITH ANSI Z60.1. ALL OTHER QUALITY REQUIREMENTS OF THE TREE MATERIAL MUST ALSO BE ADHERED.
 - ALL TREES MUST BE NURSERY GROWN, BALL AND BURLAP (B&B) OR CONTAINER GROWN AS SPECIFIED IN THE MATERIALS SCHEDULE. CONTAINER GROWN MATERIAL CAN BE SUBSTITUTED FOR B&B MATERIAL WITH WRITTEN APPROVAL BY THE D/B CONTRACTOR PRIOR TO INSTALLATION. ALL TREE MATERIALS SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z-60.1, LATEST EDITION. ALL TREES SHALL COMPLY WITH ANSI Z-60.1 AND THE URBAN TREE FOUNDATION GUIDELINE FOR NURSERY TREE QUALITY, 2009 EDITION. ALL TREES SHALL BE HIGHEST QUALITY, FIRST CLASS REPRESENTATIVES OF THEIR SPECIES. SECONDS, CULLS, OR PARK GRADE MATERIAL WILL BE REJECTED.
 - CALIPER SIZE IS NOT TO BE REDUCED. CALIPER MEASUREMENTS SHALL BE TAKEN IN ACCORDANCE WITH ANSI STANDARDS.
 - ALL TREES MUST BE STRAIGHT TRUNK, HAVE A STRONG CENTRAL LEADER, FULL HEADED, AND MEET THE MINIMUM REQUIREMENTS. TREES WITH A "Y" SHAPE ARE NOT ACCEPTABLE. TREES THAT HAVE BEEN FRESHLY PRUNED TO MEET THESE SPECIFICATIONS SHALL BE REJECTED.
 - THE TREES VEGETATIVE CANOPY SHOULD BE MOSTLY SYMMETRICAL AND FREE OF LARGE VOIDS OR FLAT SURFACE AREAS ON ONE SIDE.
 - ALL STREET AND SHADE TREES SHALL HAVE A MINIMUM SIX FEET (6') CLEAR TRUNK UNLESS OTHERWISE NOTED ON PLANS OR PLANT LISTS.
 - TREES MOVED DURING PERIODS OF HIGH TRANSPIRATION SHALL BE SPRAYED WITH AN ANTI-DESSICANT PRIOR TO MOVING. APPLY AND REMOVE ANTI-DESSICANTS AT THE MANUFACTURER'S RECOMMENDATIONS.
 - TREES SHALL BE STAKED AND GUYED AS DETAILED AND SPECIFIED ONLY IF THE TREE CANNOT STAND ON ITS OWN AS DETERMINED BY THE PROJECT LANDSCAPE ARCHITECT. STAKE AND GUYED MATERIALS SHALL BE REMOVED BY THE LANDSCAPE SUBCONTRACTOR SIX (6) MONTHS AFTER FINAL ACCEPTANCE.
 - ALL TREES ARE SUBJECT TO REVIEW AND APPROVAL BY THE ENGINEER AT ANY TIME PRIOR TO FINAL ACCEPTANCE. REJECTED PLANTS SHALL BE REPLACED IMMEDIATELY AT NO ADDITIONAL COST.
 - THE LANDSCAPE SUBCONTRACTOR SHALL FIELD STAKE ALL TREES PRIOR TO INSTALLATION. THE OWNER'S REPRESENTATIVE SHALL APPROVE ALL STAKED LOCATIONS PRIOR TO INSTALLATION. PLANTS INSTALLED PRIOR TO APPROVAL BY THE OWNER'S REPRESENTATIVE ARE SUBJECT TO REJECTION AND REPLACEMENT AT NO ADDITIONAL COST TO THE OWNER.
 - PRIOR TO COMMENCEMENT OF INSTALLATION, THE LANDSCAPE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND SHALL AVOID DAMAGING UTILITIES DURING INSTALLATION. ANY UTILITIES DAMAGED DURING INSTALLATION SHALL BE REPAIRED BY THE LANDSCAPE SUBCONTRACTOR TO THE SATISFACTION OF THE APPROPRIATE UTILITY COMPANY AND THE ENGINEER. ALL REPAIRS SHALL BE AT NO COST TO THE OWNER.
 - NO TREES SHALL BE PLANTED WITHIN 10' OF SITE UTILITY LINES. TREE LOCATIONS PROPOSED WITHIN 10' SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT LANDSCAPE ARCHITECT PRIOR TO EXCAVATING. FIELD ADJUSTMENT OF TREE LOCATIONS SHALL BE DETERMINED BY THE PROJECT LANDSCAPE ARCHITECT. PLANTS RELOCATED AND INSTALLED WITHOUT APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT WILL BE REMOVED, REPLACED, AND RELOCATED AT NO ADDITIONAL COST.
 - THE LANDSCAPE CONTRACTOR SHALL UTILIZE ON-SITE TOPSOIL AS AVAILABLE FROM THE EARTHWORK SUBCONTRACTOR. ALL TOPSOIL SHALL BE APPROVED BY THE ENGINEER.
 - NO TREES SHALL BE INSTALLED IN POOR DRAINAGE CONDITIONS. LANDSCAPE SUBCONTRACTOR IS RESPONSIBLE FOR TESTING SUSPECT TREE PITS PRIOR TO TREE INSTALLATION. REFER TO THE LANDSCAPE SPECIFICATIONS FOR TREE PIT TESTING PROCEDURES.
 - ALL TREES SHALL BE PLACED WITH THE BEST FACE FORWARD, TOWARDS THE STREET WHENEVER POSSIBLE.
 - ALL TREES SHOULD BE PRUNED AS NECESSARY PRIOR TO INSTALLATION.
 - PRE-EMERGENT HERBICIDES, TRIFLUR, PREEN, OR APPROVED EQUAL, SHALL BE APPLIED TO ALL TREE PLANTING BEDS PRIOR TO MULCHING. APPLY AT MANUFACTURER'S RECOMMENDATIONS. HERBICIDES SHALL BE INCORPORATED INTO THE SOIL AT THE RECOMMENDATION OF THE MANUFACTURER.
 - APPLY ORGANIC ROOT STIMULATOR, CONTINUING MYCORRHIZAE, TO ALL TREES PRIOR TO BACKFILLING. APPLY AT MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR TO SUBMIT SAMPLES OF ROOT STIMULATOR TO THE ENGINEER FOR APPROVAL PRIOR TO USE.
 - THE LANDSCAPE SUBCONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE PLANT INSTALLATIONS UNTIL ACCEPTED BY THE OWNER. MAINTENANCE SHALL INCLUDE RE-MULCHING, WATERING, APPLICATIONS OF HERBICIDES, FUNGICIDES, INSECTICIDES AND PESTICIDES AS NECESSARY. MAINTENANCE SHALL INCLUDE ALL TREES, SEEDED AREAS AND SOD.
 - THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL TREES SHALL BE IN A HEALTHY AND THRIVING CONDITION ACCORDING TO THE NATURAL GROWTH HABITS OF THE INDIVIDUAL SPECIES AT THE TIME OF THE PROJECT COMPLETION.

LANDSCAPE SEED NOTES:

- SCARIFY, LOOSEN, FLOAT AND DRAG THE UPPER FOUR INCHES (4") OF SOIL TO BRING IT TO SCARIFIED AND GRADE PRIOR TO SEEDING / SODDING. REMOVE STONES LARGER THAN ONE INCH (1"), STICKS, ROOTS, RUBBISH, ETC. FINISHED GRADE SHALL BE LOOSE AND FREE DRAINING PRIOR TO SEEDING / SODDING.
- STRIP EXISTING GRASS AND WEEDS, INCLUDING ROOTS, PRIOR TO SEEDING. APPLY HERBICIDES AS NECESSARY TO SPOT TREAT UNWANTED SPECIES.
- INSTALL SEED PER THE WRITTEN SPECIFICATIONS. LANDSCAPE SUBCONTRACTOR MUST ADJUST APPLICATION RATES TO PURE LIVE SEED RATES AS INDICATED.
- ALL SEEDED AREAS MUST BE MAINTAINED BY THE LANDSCAPE SUBCONTRACTOR UNTIL ACCEPTANCE BY THE DESIGN BUILD CONTRACTOR.

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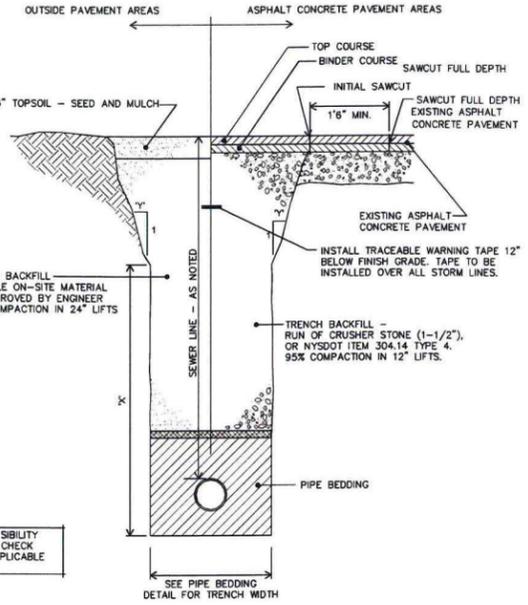
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SITE DETAILS
122 WINTHROP ST PARKING LOT
WINTHROP STREET, CITY OF WATERTOWN
JEFFERSON COUNTY, NY

Project No: 2018-387
Scale: As Noted
Date: 10/19/2018
Drawn By: KMB
Designed By: KMB
Checked By:
Date Issued: 10/19/2018
Drwg. No.

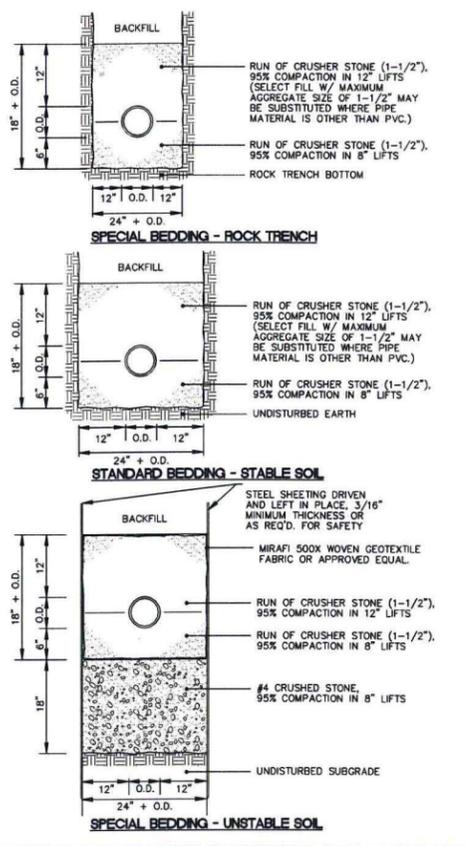
C501



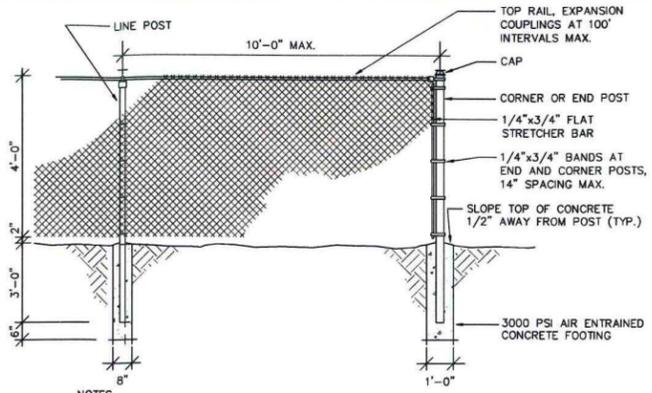
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CHECK AND COMPLY WITH ALL APPLICABLE SAFETY STANDARDS.

- NOTES**
- DIMENSIONS 'X' AND 'Y' SHOWN ABOVE SHALL BE DETERMINED BY CONTRACTOR TO COMPLY WITH O.S.H.A., NEW YORK STATE DEPARTMENT OF LABOR, NEW YORK STATE INDUSTRIAL CODE AND ALL OTHER APPLICABLE SAFETY STANDARDS.
 - SAFETY SHEETING OR TRENCH BOX MAY BE USED IN PLACE OF SLOPED TRENCH WALLS.
 - SHEETING, WHEN REQUIRED, TO BE CUT OFF AT LEAST 5 FEET BELOW STREET AND A MINIMUM OF 1 FOOT ABOVE TOP OF PIPE. WOOD SHEETING DRIVEN BELOW MID-DIAMETER OF THE PIPE SHALL BE LEFT IN PLACE. STEEL SHEETING DRIVEN BELOW MID-DIAMETER MAY BE WITHDRAWN IF APPROVED IN WRITING BY THE ENGINEER. FOR PVC PIPE ALL SHEETING DRIVEN BELOW MID-DIAMETER SHALL BE LEFT IN PLACE.
 - TRENCHES LOCATED ON ROAD SHOULDERS SHALL BE TREATED THE SAME AS UNDER PAVMT.
 - CONTRACTOR MAY USE NATIVE MATERIAL AS BACKFILL IF APPROVED BY ENGINEER.

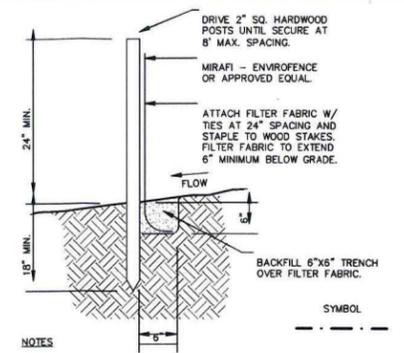
1	TYPICAL UTILITY LINE TRENCH DETAIL AND PAYMENT LIMITS	D101-02
C502	NOT TO SCALE	



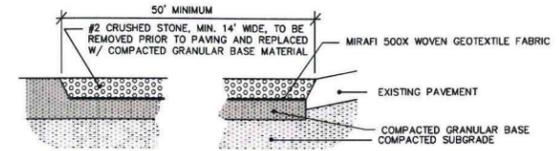
3	TYPICAL PIPE BEDDING DETAILS AND PAYMENT LIMITS	U102-01
C502	NOT TO SCALE	



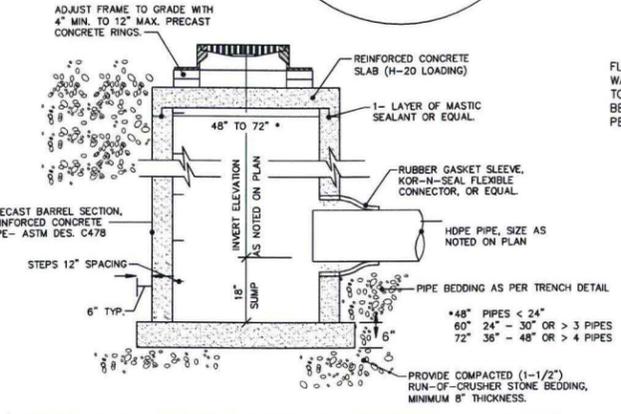
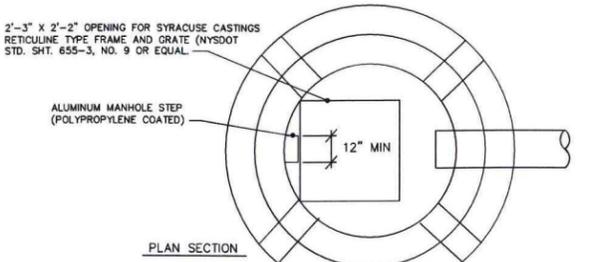
5	CHAINLINK FENCE DETAIL	SW140-01
C502	NOT TO SCALE	



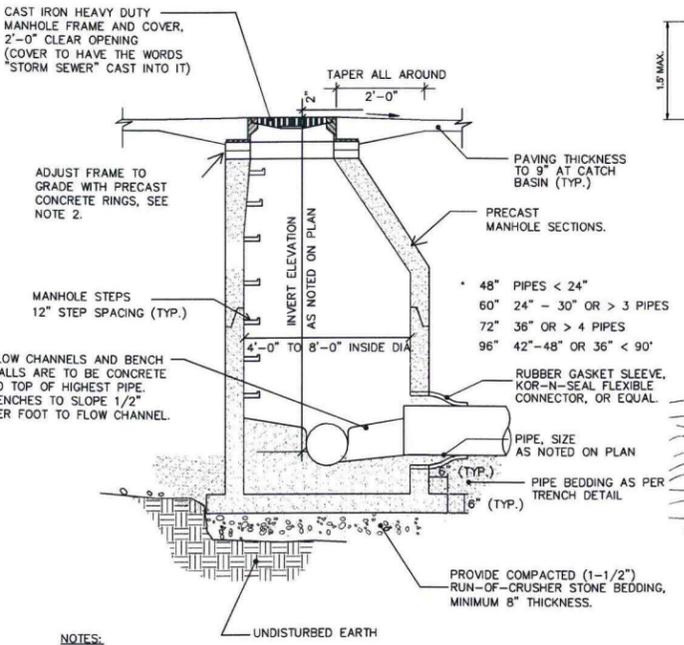
8	TYPICAL SILTATION FENCE DETAIL	D120-01
C502	NOT TO SCALE	



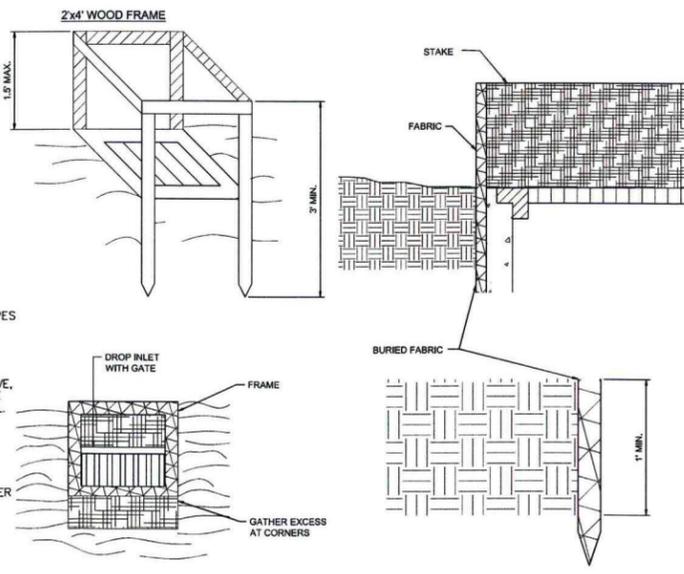
6	TYPICAL OFFSITE SEDIMENT TRACKING CONTROL (CONST. ENTRANCE)	D163-01
C502	NOT TO SCALE	



2	TYPICAL CATCH BASIN DETAIL	D102-01
C502	NOT TO SCALE	



4	DRAINAGE MANHOLE DETAIL	D101-01
C502	NOT TO SCALE	



7	FILTER FABRIC DROP INLET PROTECTION DETAIL	
C502	NOT TO SCALE	

- CONSTRUCTION SPECIFICATIONS**
- FILTER FABRIC SHALL HAVE AN EOS OF 40-85. BURLAP MAY BE USED FOR SHORT TERM APPLICATIONS.
 - CUT FABRIC FROM A CONTINUOUS ROLL TO ELIMINATE JOINTS. IF JOINTS ARE NEEDED THEY WILL BE OVERLAPPED TO THE NEXT STAKE.
 - STAKE MATERIALS WILL BE STANDARD 2"x4" WOOD OR EQUIVALENT, METAL WITH A MINIMUM LENGTH OF 3 FEET.
 - SPACE STAKES EVENLY AROUND INLET 3 FEET APART AND DRIVE A MINIMUM 18 INCHES DEEP. SPANS GREATER THAN 3 FEET MAY BE BRIDGED WITH THE USE OF WIRE MESH BEHIND THE FILTER FABRIC FOR SUPPORT.
 - FABRIC SHALL BE EMBEDDED 1 FOOT MINIMUM BELOW GROUND AND BACKFILLED. IT SHALL BE SECURELY FASTENED TO THE STAKES AND FRAME.
 - A 2"x4" WOOD FRAME SHALL BE COMPLETED AROUND THE CREST OF THE FABRIC FOR OVER FLOW STABILITY. MAXIMUM DRAINAGE AREA 1 ACRE.

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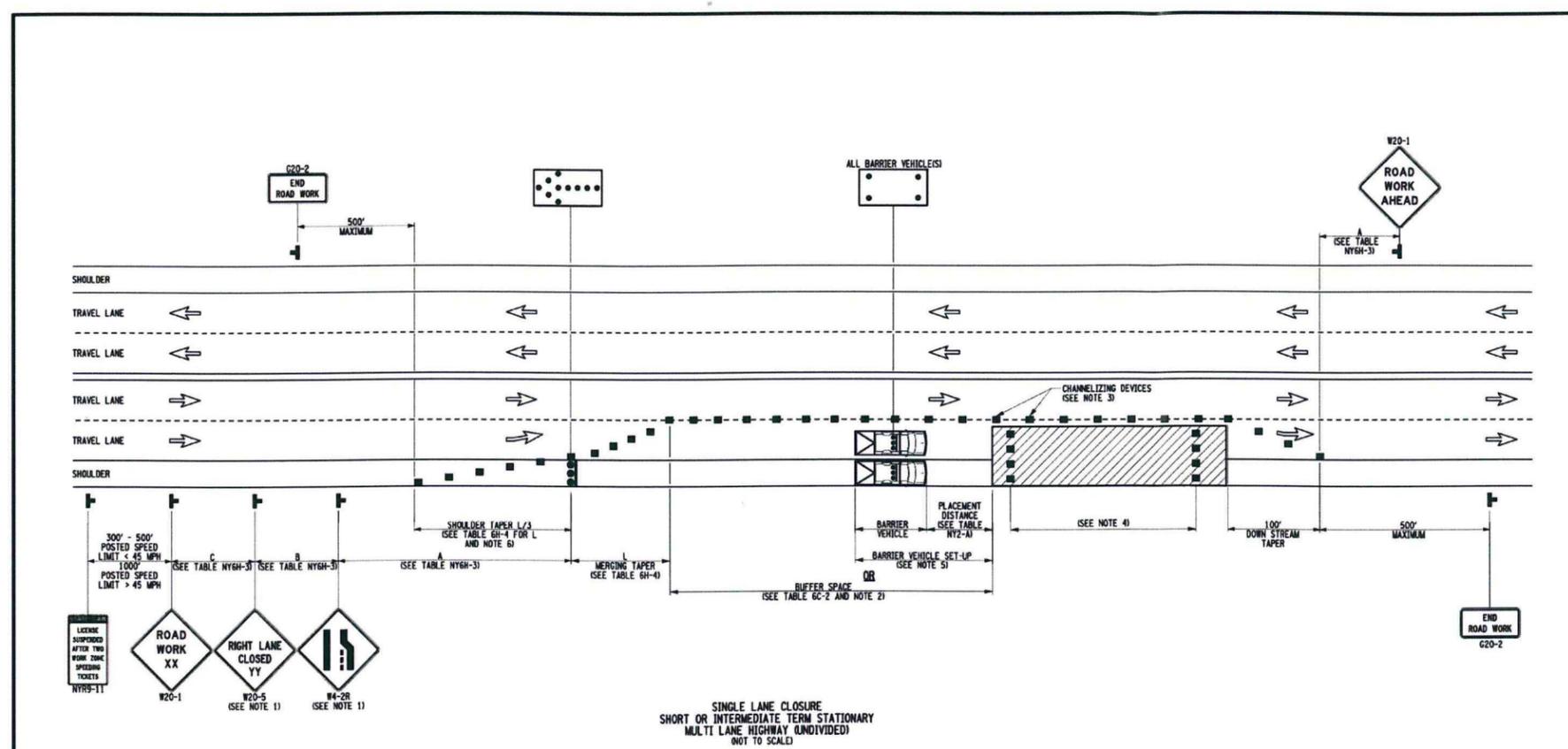
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RETRIEVAL SYSTEM. ANY PERSON WHO
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DEEMED TO BE IN VIOLATION OF THE
PROVISIONS OF SECTION 1300 OF THE
ENGINEERING LAW AND SHALL BE
PENALIZED BY FIVE HUNDRED DOLLARS
PER VIOLATION.

SITE DETAILS

122 WINTHROP ST PARKING LOT
WINTHROP STREET, CITY OF WATERTOWN
JEFFERSON COUNTY, NY

Project No: 2018-397
Scale: As Noted
Date: 10/19/2018
Drawn By: KMB
Designed By: KMB
Checked By:
Date Issued: 10/19/2018
Drwg. No.

C502



SINGLE LANE CLOSURE
SHORT OR INTERMEDIATE TERM STATIONARY
MULTI LANE HIGHWAY (UNDIVIDED)
NOT TO SCALE

- NOTES:
- LEFT LANE CLOSURES ARE SYMMETRICAL TO RIGHT LANE CLOSURES. SUBSTITUTE LEFT LANE CLOSED SIGN (W20-5) AND THE CORRESPONDING LANE ENDS SIGN (R4-2L).
 - NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
 - CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
 - TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.
 - FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLES NY1-A AND NY2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
 - WHEN PAVED SHOULDERS HAVING A WIDTH OF 8' OR MORE ARE CLOSED, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE BEGINNING OF THE WORK SPACE AND TO DIRECT VEHICULAR TRAFFIC TO REMAIN IN THE TRAVELED WAY.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION	
U.S. CUSTOMARY STANDARD SHEET	
SINGLE LANE CLOSURE MULTI LANE HIGHWAY	
APPROVED SEPTEMBER 18, 2008	ISSUED UNDER EB 08-036
/S/ DAVID J. CLEMENTS, P.E. DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY	619-30

EFFECTIVE DATE: 01/08/09

1	LANE CLOSURE DETAIL
C503	NOT TO SCALE U102-01

WORK ZONE TRAFFIC CONTROL NOTES

- GENERAL NOTES
- THE TYPICAL DETAILS DEPICTED ON THE STANDARD SHEETS AND IN THE NOTES, REFLECT THE MINIMUM REQUIREMENTS.
 - THE CONTRACTOR SHALL MAINTAIN A MINIMUM 500' (OPTIONAL) DISTANCE BETWEEN CONSTRUCTION OPERATIONS ON ALTERNATE SIDES OF THE HIGHWAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
 - WHEN TWO OR MORE AREAS ARE ADJACENT, OVERLAP OR ARE IN CLOSE PROXIMITY, THE CONTRACTOR SHALL ENSURE THERE ARE NO CONFLICTING SIGNS AND THAT LANE CONTINUITY IS MAINTAINED THROUGHOUT ALL WORK AREAS.
 - THE CONTRACTOR SHALL PROVIDE THE ENGINEER IN WRITING, WITH THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF ALL PERSONS AUTHORIZED TO REMOVE, REPAIR, MATERIALS, AND EQUIPMENT FROM THE WORK ZONE. THESE PERSONS SHALL BE IDENTIFIED TO THE ENGINEER BY THE SHORTEST ROUTE TO REGIONAL, STATE, COUNTY, THE NEW YORK STATE POLICE, THE RESIDENT ENGINEER, AND THE LOCAL POLICE.
- ACTIVITY AREA
- THE CONTRACTOR SHALL MAINTAIN A MINIMUM 500' (OPTIONAL) DISTANCE BETWEEN CONSTRUCTION OPERATIONS ON ALTERNATE SIDES OF THE HIGHWAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
 - WHEN TWO OR MORE AREAS ARE ADJACENT, OVERLAP OR ARE IN CLOSE PROXIMITY, THE CONTRACTOR SHALL ENSURE THERE ARE NO CONFLICTING SIGNS AND THAT LANE CONTINUITY IS MAINTAINED THROUGHOUT ALL WORK AREAS.
- SIGNS
- THE LOCATIONS OF THE SIGNS SHOWN ON THE WORK ZONE TRAFFIC CONTROL PLANS AND DETAILS SHALL BE ADJUSTED BASED ON SIGHT DISTANCE AND OTHER CONSIDERATIONS. THE PLACEMENT OF SIGNS AND SPACING SHALL BE APPROVED BY THE ENGINEER.
 - ANY EXISTING SIGNS, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGNS SHOWN SHALL BE REMOVED, REPAIRED, OR RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE PLACED IN THIS CONTRACT.
 - SIGNS AT OR NEAR INTERSECTIONS SHALL BE PLACED SO THAT THEY DO NOT OBSTRUCT A MOTORIST'S LINE OF SIGHT.
 - ALL WARNING AND REGULATORY SIGNS SHALL BE POSTED ON BOTH SIDES OF MULTI-LANE DIVIDED HIGHWAYS, MULTI-LANE UNDIVIDED AND ONE-WAY STREETS. IN CASES WHERE LANE RESTRICTIONS REDUCE THE TRAVEL LANE TO ONE LANE, SIGNS SHALL BE POSTED ON THE RIGHT SIDE OF THE ACTIVE TRAVEL LANE, UNLESS OTHERWISE INDICATED BY THE ENGINEER.
 - SIGNS MOUNTED ON THE MEDIUM OF DIVIDED HIGHWAYS WHERE MEDIAN BARRIERS IS IN PLACE MAY BE INSTALLED ON EITHER SIDE OF THE ROADWAY. THE BARRIERS LATER IN THE WORK ZONE ANY CHANGES TO THE DIMENSIONS SHALL BE APPROVED BY THE REGIONAL DIRECTOR OR BY HIS/HER DESIGNEE.
 - W20-12 MAY BE USED IN PLACE OF W20-11.
- CHANNELIZING DEVICES
- WHERE POSSIBLE, ALL CHANNELIZING AND CURBING DEVICES ARE TO BE PLACED 10' TO 15' TO PROVIDE A MINIMUM 2' LATERAL CLEARANCE TO THE TRAVELED WAY.
- PUBLIC ACCESS
- PROPERTY OWNERS WHOSE DRIVEWAYS WILL BE MADE UNACCESSIBLE SHALL BE NOTIFIED BY THE CONTRACTOR AT LEAST 24 HOURS PRIOR TO RESTRICTING USE OF THE DRIVEWAY FOR PUBLIC ACCESS PURPOSES. AT LEAST ONE DRIVEWAY SHALL BE KEPT AT ALL TIMES.
 - DETECTABLE MARKS SHALL BE INSTALLED TO MAINTAIN PROPER TRANSITIONS FROM RESIDENTIAL AND COMMERCIAL DRIVEWAYS TO AND FROM THE WORK AREA.
- LANE CLOSURES
- THE CONTRACTOR SHALL LOCATE LANE CLOSURES TO PROVIDE OPTIMUM VISIBILITY, I.E. BEFORE CURVES AND CRESTS, TO THE EXISTING STOPPING POINT.
 - THE ENGINEER MAY REQUIRE THAT ALL LANES BE CLOSED AT ANY TIME IF THE ROUTE IS NEEDED FOR EMERGENCY PURPOSES. THIS INCLUDES INCIDENTS AT LOCATIONS OUTSIDE THE CONTRACT LIMITS.
- LANE WIDTHS
- UNLESS AUTHORIZED BY THE ENGINEER, THE MINIMUM LANE WIDTHS FOR WORK ZONE TRAVEL LANE SHALL BE AS FOLLOWS: DIVIDED AND/OR CONCRETE PAVED: 11'; UNDIVIDED LANE WIDTH FOR ALL OTHER TYPES OF ROADWAYS IS 10'.
 - THE CONTRACTOR SHALL PROVIDE A WRITTEN NOTICE TO THE ENGINEER A MINIMUM OF 21 CALENDAR DAYS IN ADVANCE OF PERFORMING ANY WORK THAT RESULTS IN THE REDUCED WIDTH OF AN EXISTING ROADWAY, SO THAT THE ENGINEER MAY NOTIFY THE REGIONAL PERMIT ENGINEER IN A TABLE NUMBER.

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WORK ZONE TRAFFIC CONTROL DETAILS
122 WINTHROP ST PARKING LOT
WINTHROP STREET, CITY OF WATERTOWN
JEFFERSON COUNTY, NY

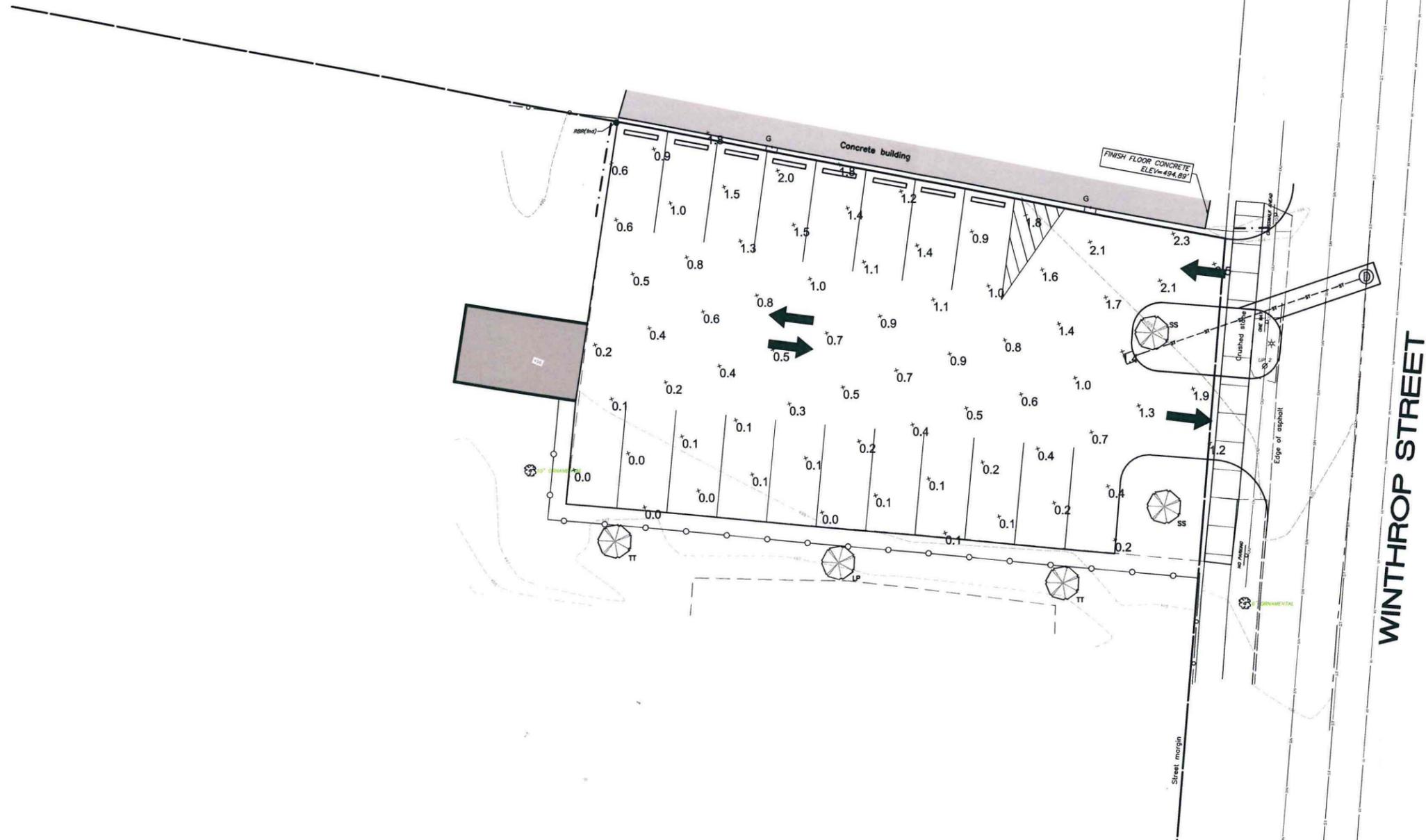
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Scale:	As Noted
Date:	10/19/2018
Drawn By:	KMB
Designed By:	KMB
Checked By:	
Date Issued:	10/19/2018
Drawn No.	

C503

Luminaire Schedule							
Symbol	Qty	Label	Lumens/Lamp	Arrangement	LLF	MOUNT. HEIGHT	Description
	2	G	N.A.	SINGLE	0.900	15'	VIN-LED-30-40-JUV-BZ-YM



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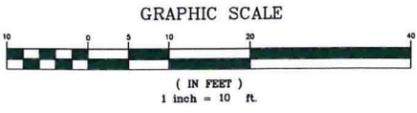
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ALTERATION.

PHOTOMETRICS PLAN
122 WINTHROP ST PARKING LOT
WINTHROP STREET, CITY OF WATERTOWN
JEFFERSON COUNTY, NY

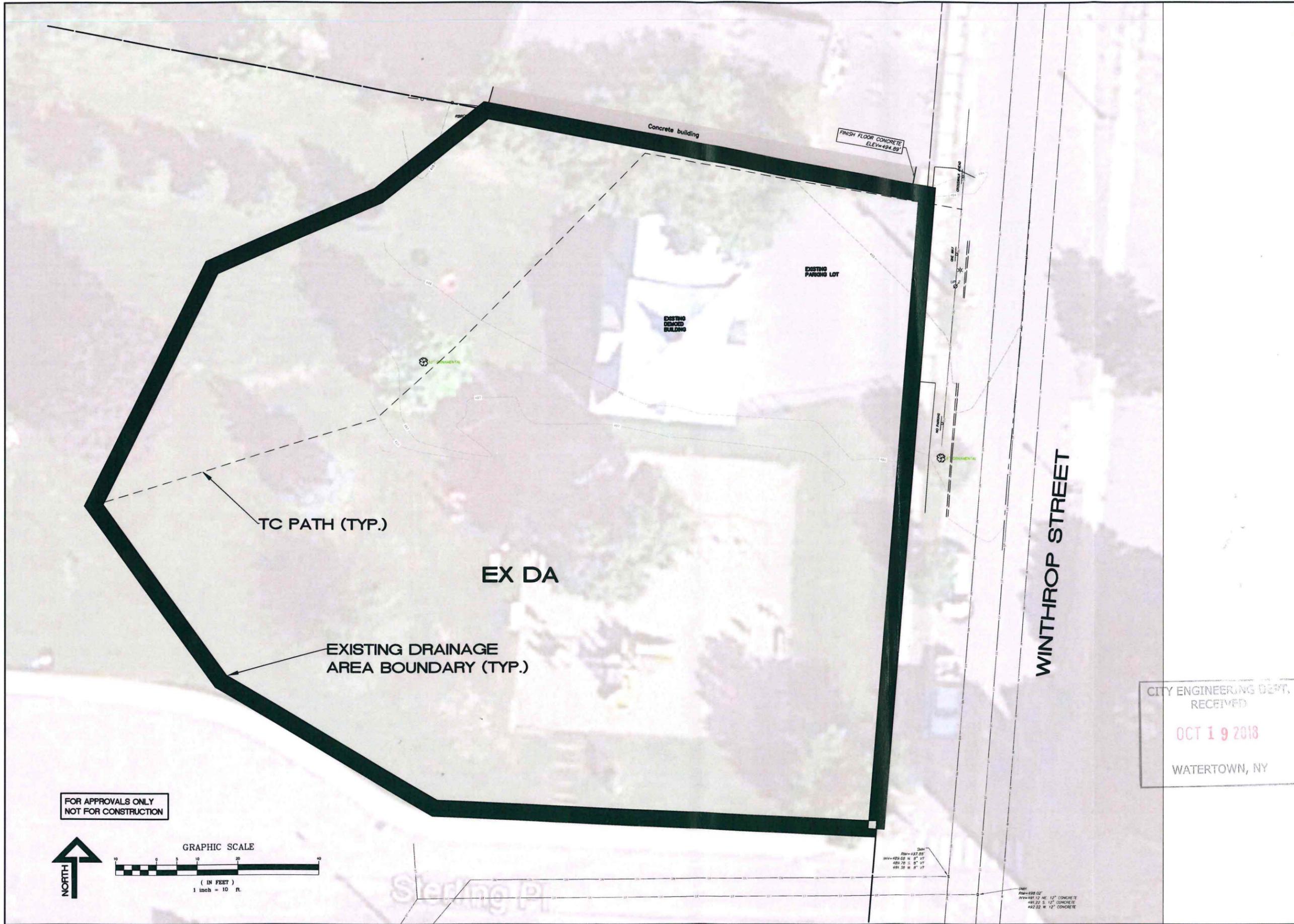
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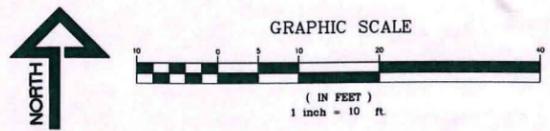
PH101



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EXISTING DRAINAGE PLAN
122 WINTHROP ST PARKING LOT
WINTHROP STREET, CITY OF WATERTOWN
JEFFERSON COUNTY, NY

Project No: 2018-397
Scale: As Noted
Date: 10/19/2018
Drawn By: KMB
Designed By: KMB
Checked By:
Date Issued: 10/19/2018
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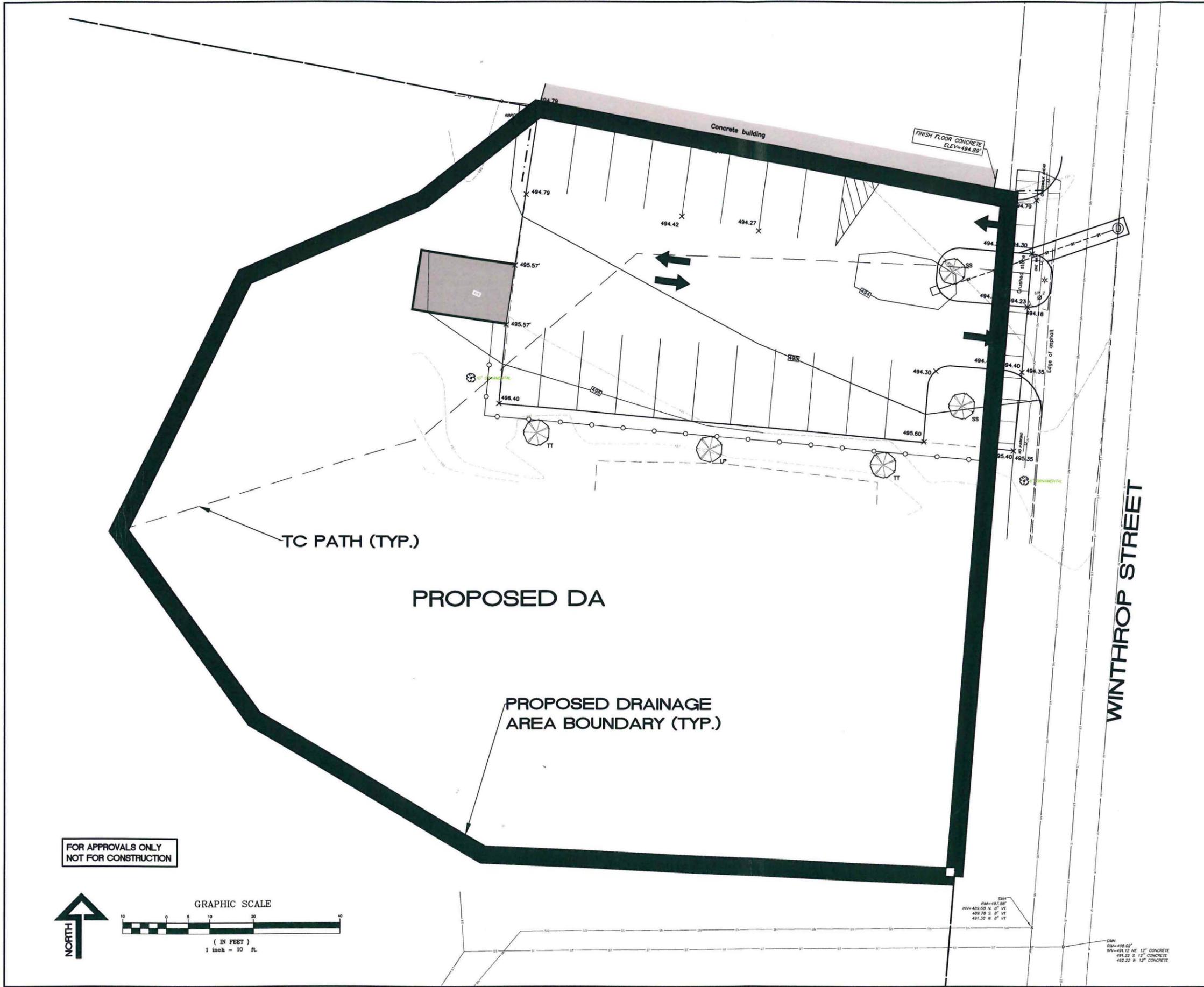
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PROPOSED DRAINAGE PLAN
122 WINTHROP ST PARKING LOT
WINTHROP STREET, CITY OF WATERTOWN
JEFFERSON COUNTY, NY

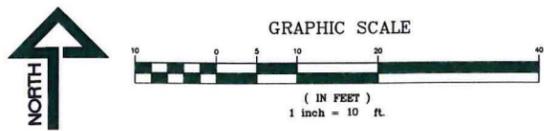
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DP1



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Ord No. 1

October 17, 2018

To: Richard Finn, City Manager
From: Justin Wood, City Engineer
Subject: Sterling Street - Parking Ordinance

The Asbury Church, at 204 Parker Street, inquired with the City if it was possible to allow parking along the 300 block of Sterling Street on Sundays. The current parking ordinance restricts parking at all times, on both sides of the 300 block of Sterling Street between Franklin Street and Parker Street.

City staff reviewed the request, and met with a representative of the Asbury Church on October 16th to discuss the potential changes. The street is only 24' wide, therefore parking on both sides would be problematic for emergency access. However, allowing parking on one side of the street only would be acceptable.

Staff recommends the proposed change to City Code Section 293 Vehicles and Traffic, to allow parking on the south side of Sterling Street, between Franklin Street and Parker Street, on Sundays only. Parking will remain prohibited at all other times, on both sides of the street. Please note there are several other revisions included in this ordinance to address outdated code references for Sterling Street, resulting from the conversion to a one way street in the 90's.

Attached for Council consideration is an Ordinance to address these changes.

ACTION: The City Manager recommends approval.

A handwritten signature in black ink, appearing to be 'RF', is written over the end of the 'ACTION' line.

ORDINANCE

Page 1 of 3

Amending City Municipal Code § 293, Vehicles and Traffic, Sterling Street

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark. C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

BE IT ORDAINED that the City Council of the City of Watertown hereby amends the City Municipal Code § 293, Vehicles and Traffic to **amend** the following:

§ 293-61. Schedule XIII. Parking Prohibited at All Times

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Sterling Street	South	From Washington Street to Parker Street Franklin Street

and,

BE IT FURTHER ORDAINED that Chapter 293 of the City Code of the City of Watertown is amended to **add** the following:

§ 293-61. Schedule XIII. Parking Prohibited at All Times

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Sterling Street	South	From Franklin Street to Parker Street (except Sunday)

and,

ORDINANCE

Page 2 of 3

Amending City Municipal Code § 293, Vehicles and Traffic, Sterling Street

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark. C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER ORDAINED that Chapter 293 of the City Code of the City of Watertown is amended to **amend** the following:

§ 293-59. Schedule X. Stop Intersection

<u>Name of Street</u>	<u>Direction of Travel</u>	<u>At Intersection of</u>
Sterling Street	West -East	Franklin Street

and,

BE IT FURTHER ORDAINED that Chapter 293 of the City Code of the City of Watertown is amended to **add** the following:

§ 293-59. Schedule X. Stop Intersection

<u>Name of Street</u>	<u>Direction of Travel</u>	<u>At Intersection of</u>
Sterling Street	East	Parker Street

and,

BE IT FURTHER ORDAINED that Chapter 293 of the City Code of the City of Watertown is amended to **delete** the following:

§ 293-59. Schedule XI. Yield Intersection

<u>Name of Street</u>	<u>Direction of Travel</u>	<u>At Intersection of</u>
Sterling Street	East	Franklin Street

and,

ORDINANCE

Page 3 of 3

Amending City Municipal Code § 293,
Vehicles and Traffic, Sterling Street

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark. C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER ORDAINED that this amendment shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or printed as the City Manager directs.

Seconded by

October 31, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager

Subject: Status of the City/Townships/County Dog Control Program

I wanted to provide you with a status report on the County Dog Control program. As you are aware, I have been working with the 15 Townships on examining the feasibility of the City and the 15 Townships working together to establish a Consortium to take over the existing County Dog Control program effective on January 1st. The following information is provided to you to establish the background and relevant facts:

- The City and the respective 15 Townships were separately contacted by the County during this past summer and each entity was told that effective January 1st the County would only continue its Dog Control program if all 15 Townships **and** the City approve a new 5 year Agreement with the County.
- The notification to the City informed the City that the County under the terms of the existing Agreement was advising the City that it was terminating its existing Agreement with the City effective December 31st, 2018 which was 6 months earlier than originally agreed to under the current Agreement [scheduled to expire on June 30th, 2019]. In addition, the City was advised that the annual cost of service would be increasing in the proposed new Dog Control Agreement (effective 1-1-19) by approximately \$50,000).
- The existing Dog Control Agreement required the City to pay the County approximately \$100,000 and other related fees in the amount of \$ 10,000 for a total annual cost of approximately \$110,000. The City's new cost for the program was set at \$160,000, representing an estimated increase of \$50,000 (45%). The City was advised that the 15 Townships annual contributions were also seeing comparable increases. The reason for the increases being assessed to the City and the 15 Townships by the County was the loss of revenue due to the recent departure of a number of other Township participants who previously participated in the program.

- The City has been examining the feasibility of providing the Dog Control service as a separate City service and has found that such a relationship could be handled at a somewhat lower cost. However, the County's original notification indicated that if the City and the 15 Townships did not unanimously agree to continue in the County Dog Control program, effective January 1st the County's Dog Control program would cease to operate.
- Based on the mid-summer County notification if the City decides to pursue providing Animal Control services as a sole provider, then the County would end its Dog Control program effective on January 1st, 2019. Likewise, if the City chose to continue in the County Dog control program and one or more of the Townships decided to leave the program, then the County would not provide it's Dog Control program to any municipality. Under these circumstances, the program would cease to operate effective January 1st, 2019. Stated another way, if the City or any one of the 15 Townships decides not to continue in the County Dog Control program there will be no County program effective January 1, 2019.
- Given the significant cost increases confronted by the City and the Townships by the County, it was decided that it is in the best interest for the City and the respective 15 Townships to work together to see if a Dog Control services could be provided jointly by the Townships and the City at a reduced cost when compared to the County's new program costs effective January 1st, 2019.
- The 15 Townships are working in conjunction with the City to examine if it would be feasible to create a new Dog Control program which would operate as a Consortium with the City serving as the lead agency. The initial analysis appears to be positive and efforts to define and develop such a program including cost estimates are presently underway. Unfortunately, the City has been advised that it must make a decision within the next few weeks to either stay in the program (at the higher cost) or leave the program. This time constraint is caused by the requirement that the County review and adopt its annual County budget prior to the end of the year.

Analysis and recommended action: It is not in the City nor the greater public interest for the City to pursue its own Dog Control program since under the County's established requirements the Townships would not have a provider for their Dog Control services [since the County has indicated it would cease the operation of the program]. It is in the City's and the Township's best interest to continue working together to determine if a Dog Control program can be developed and implemented which would serve the needs of the City and the 15 Townships at a reduced cost of operation.

Therefore, on behalf of the City and the Townships, I have requested that the County Administrator consider allowing the City and the 15 Townships to enter into a **one year Agreement** (effective 1-1-2019 to 12-31-19) rather than the **proposed five year Agreement**. The one year Agreement would provide adequate time for the City and the 15 Townships to carefully review the feasibility and determine the requirements (including cost estimates) for the establishment of a City/Township Dog Control Consortium. Another potential option would be to allow the City to complete the original term of the existing Agreement which would provide County Dog Control services for the City until June 30th, 2019. This would also require the County to allow the Townships to extend their existing Agreements until June 30th, 2019 to coincide with the City's ending Agreement date.