

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, October 7, 2019

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, October 7, 2019, 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 - Revision of the City's Procurement Policy to identify Dale Morrow as the City's Purchasing Manager, in order to comply with General Municipal Law §104-b(2)(f) which states that the City's Procurement Policy must identify the individual responsible for purchasing.
- Resolution No. 2- Resolution to accept the bid for JB Wise-Court Street Retaining Wall Repointing Restoration, per City specifications from Charles T. Driscoll Masonry Restoration Co., Inc, the lowest responsive responsible bidder.
- Resolution No. 3- Resolution to approve Change Order #1 with Ontario HVAC Solutions and the City of Watertown to include one additional Gas Fired Heaters in the existing Mechanical Room to prevent Water Service Main from freezing.
- Resolution No. 4- Resolution finding that changing the approved zoning classification of the northwestern section of 723 State Street, Parcel Number 6-08-103.100, from Residence C to Neighborhood Business and construction of the proposed Site Plan on the same parcel will not have a significant impact on the environment.

- Resolution No. 5- Resolution to Approve the Site Plan for a 15,170 square-foot, 36-space Parking Lot Expansion and Associated Site Improvements at 723 State Street, Parcel Number 6-08-103.100
- Resolution No. 6- Resolution to accept Change Order No. 1 for the Central Street Sidewalk Reconstruction Project.
- Resolution No. 7- Resolution to authorize the Mayor to Enter into and Execute the Contract with the New York State Department of State for the City of Watertown Downtown Revitalization Initiative Contract Number C1001300.
- Resolution No. 8- Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts.
- Resolution No. 9- Resolution to approve Proposal for Construction Administration and Inspection services from C&S Engineers to provide the services in conjunction with City staff for the amount of \$157,100.

ORDINANCES

- Ordinance No. 1. Changing the Approved Zoning Classification of the Northwestern Section of 723 State Street, Parcel Number 6-08-103.100, From Residence C to Neighborhood Business.

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

- 1. City Manager to provide a verbal report on the Watertown Golf Club encroachments.

NEW BUSINESS

EXECUTIVE SESSION

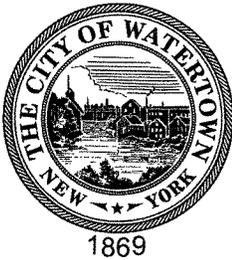
- 1. To discuss proposed, pending or current litigation.

WORK SESSION

Next Work Session is scheduled for Tuesday, October 15, 2019, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
OCTOBER 21, 2018.**



CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL DMorrow@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 782-9014

Dale Morrow
Purchasing Manager

MEMORANDUM

TO: Richard M. Finn, City Manager
FROM: Dale Morrow, Purchasing Manager
SUBJECT: Procurement Policy Revision
DATE: 09/26/19

General Municipal Law §104-b(2)(f) states that the City's Procurement Policy must identify the individual responsible for purchasing. As such, the City's Procurement Policy must be revised to identify Dale Morrow as the City's Purchasing Manager.

A resolution has been prepared for Council's approval which adopts the revised Procurement Policy.

City Manager recommends approval.

RESOLUTION

Page 1 of 1

Approving Amendment to the
City of Watertown Procurement
Policy, Purchasing Manager

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

Total

YEA	NAY

Introduced by

WHEREAS Dale Morrow was duly appointed to the position of Purchasing Manager for the City of Watertown, and

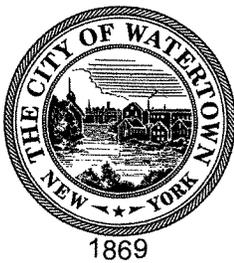
WHEREAS pursuant to General Municipal Law §104-b(2)(f), the City’s Procurement Policy must identify the individual responsible for purchasing, and

WHEREAS the City’s Procurement Policy has been established and adopted by the City Council, and

WHEREAS based on General Municipal Law, the City’s Purchasing Policy has been amended,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby identifies Dale Morrow as the Purchasing Manager pursuant to General Municipal Law §104-b(2)(f), the City’s Procurement Policy and that all policies shall reflect that Dale Morrow serves in the capacity of the official Purchasing Manager.

Seconded by



CITY OF WATERTOWN, NEW YORK

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Phone (315) 785-7749 Fax (315) 782-9014

Dale Morrow
Purchasing Manager

MEMORANDUM

TO: Richard M. Finn, City Manager
FROM: Dale Morrow, Purchasing Manager
SUBJECT: Bid 2019-26 – JB Wise/Court St Retaining Wall Repointing Project
DATE: 09/26/19

The City's Purchasing Department advertised in the Watertown Daily Times on September 11, 2019, calling for sealed bids for the JB Wise/Court St Retaining Wall Repointing Project in Watertown, NY, as per City specifications.

The Purchasing Department issued Invitations to Bid to BidNet. The City received seven (7) sealed bid submittals. The Purchasing Department publically opened and read the sealed bids on September 26, 2019, at 11:00 am local time. The bid tabulation for the bids is shown below.

Description	Charles T. Driscoll Masonry Restoration Co. Inc. Skaneateles Falls, NY	Lupini Construction, Inc. Utica, NY	Raymond E. Kelley, Inc. Waterloo, NY	Heritage Masonry Restoration, Inc. Syracuse, NY	Continental Construction Gouverneur, NY	Rusty Johnson Clayton, NY	Chase Building E. Meadows, NY
Total Bid Price	\$52,376.00	\$169,800.00	\$188,420.00	\$115,000.00	\$139,305.00	\$123,610.00	\$88,000.00

City Engineering and the Purchasing Department reviewed the responses to ensure that they complied with the specifications.

Staff recommends that City Council award the bid for the JB Wise/Court St Retaining Wall Repointing Project to **Charles T. Driscoll Masonry Restoration Co. Inc.** for **\$52,376** as the lowest responsive responsible bidder. Charles T. Driscoll Masonry Restoration Co. Inc. comes highly recommended. If there are any questions concerning this recommendation, please contact me at your convenience.

City Manager recommends approval.

RESOLUTION

Page 1 of 1

Accepting Bid for
JB Wise/Court St Retaining
Wall Repointing Restoration

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

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for JB Wise/Court St Retaining Wall Repointing Restoration, per City specifications, and

WHEREAS bid invitations were issued to BidNet with a total of seven (7) sealed bids submitted to the Purchasing Department, and

WHEREAS on Thursday, September 26, 2019, at 11:00 a.m., the bid received was publically opened and read, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bid received with City Engineer Fred Damon, and it is their recommendation that the City Council accept the bid submitted by Charles T. Driscoll Masonry Restoration Co., Inc.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Charles T. Driscoll Masonry Restoration Co., Inc. in the amount of \$52,376.00 for JB Wise/Court St Retaining Wall Repointing Restoration 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 Charles T. Driscoll Masonry Restoration Co., Inc.

Seconded by



1869

CITY OF WATERTOWN, NEW YORK

DEPARTMENT OF ENGINEERING

Room 305, City Hall
245 Washington Street
Watertown, New York 13601

Tel. (315) 785-7740
Fax (315) 785-7829

Res No. 3

October 7, 2019

To: Richard M. Finn, City Manager
From: Thomas Maurer, City Engineer
Subject: Newell Street HVAC Replacement,
Change Order #1

Attached is Change order #1 between Ontario HVAC Solutions and the City of Watertown for the project stated above.

This Change Order will include one additional Gas Fired Unit Heater in the existing Mechanical Room to prevent the Water Service Main from freezing.

Attached for Council consideration is a resolution approving this Change Order with Ontario HVAC Solutions.

ACTION: City Manager recommends approval.

RESOLUTION

Page 1 of 1

Approving Change Order #1, Newell Street HVAC Replacement, with Ontario HVAC Solutions

Introduced by

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member Compo, Sarah V.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

WHEREAS the City of Watertown owns and operates a facility at 521 Newell Street known as the Administrative Building, Department of Public Works, for the purpose of improving public infrastructures and facilities for the citizens of the City of Watertown, and

WHEREAS on September 3, 2019, the City Council of the City of Watertown approved bids for the Newell Street HVAC Replacement Project, and

WHEREAS this Change Order #1 for one additional Gas Fired Unit Heater for the prevention of the Water Service Main from freezing for this project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order #1 with Ontario HVAC Solutions in the amount of \$3,980, a copy of which is attached hereto and made part of this resolution, and

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

Seconded by

Change Order

No. 1

Date of Issuance: 09/27/2019 Effective Date: 09/27/2019

Project: Newell Street HVAC Replacement Project	Owner: City of Watertown	Owner's Contract No.: 2019-25
Contract:		Date of Contract: 09/05/2019
Contractor: Ontario HVAC Solutions		Engineer's Project No.:

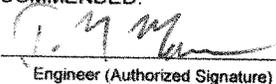
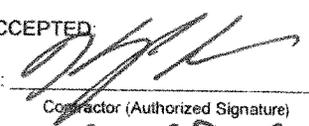
The Contract Documents are modified as follows upon execution of this Change Order:

Description: One additional Gas Fired Unit Heater will be required in the existing Mechanical Room to prevent the Water Service Main from freezing.

Attachments: (List documents supporting change):

Ontario HVAC Solutions Quote for Labor and Material.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 117,900.00	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> 120 Calendar days Substantial completion (days or date): 12/05/2019 Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. <u> N/A </u> to No. <u> </u> : \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial completion (days): N/A Ready for final payment (days):
Contract Price prior to this Change Order: \$ 117,900.00	Contract Times prior to this Change Order: Substantial completion (days or date): 120 Ready for final payment (days or date): 120
[Increase] [Decrease] of this Change Order: \$ 3,980.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): N/A Ready for final payment (days or date): N/A
Contract Price incorporating this Change Order: \$ 121,880.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 120 Ready for final payment (days or date): 04/17/2019

RECOMMENDED: By: <u></u> Engineer (Authorized Signature) Date: <u> 9/30/19 </u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u></u> Contractor (Authorized Signature) Date: <u> 9-27-2019 </u>
Approved by Funding Agency (if applicable): _____	Date: _____	Date: _____

ONTARIO HVAC SOLUTIONS

Date: September 27, 2019
Bid: UH install for mechanical room

DWG Date: NA
Addenda: NA

Fred,

Below is our proposal to install a new UH in the Newell Street DPW mechanical room as described below.

UH install scope of work:

- Provide & install new Modine HD75, thermostat & venting
- Provide & install new gas piping as necessary to feed system
- Provide & install electrical components as necessary
- Test & commission unit as necessary

Labor: \$2,080

Material: \$1,900

TOTAL PRICE FOR UH WORK AS DESCRIBED ABOVE: \$3,980.00

Exclusions:

- Sales tax

If you have any questions please feel free to contact me at 315-408-5232.

Regards,

Kyle Lawler
President
Ontario HVAC Solutions, Inc.

Res No. 4

October 1, 2019

To: Richard M. Finn, City Manager

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

Subject: Finding That Changing the Approved Zoning Classification of the Northwestern Section 723 State Street, Parcel Number 6-08-103.100 from Residence C to Neighborhood Business And Construction of the Proposed Site Plan at the Same Parcel Will Not Have a Significant Impact on the Environment

At its September 3, 2019 meeting, the City Planning Board adopted a motion recommending that the City Council change the approved zoning classification of the northwestern section of 723 State Street, Parcel Number 6-08-103.100, from Residence C to Neighborhood Business. The Council has scheduled a public hearing on the request for Monday, October 7, 2019, at 7:30 p.m.

Also at its September 3, 2019, meeting the City Planning Board adopted a motion recommending that the City Council approve a request for Site Plan Approval for the construction of a 15,170 square-foot, 36 space parking lot expansion and associated site improvements at the same parcel.

The City Council must complete Part 2, and Part 3 if necessary, of the Short Environmental Assessment Form (EAF) and adopt the attached resolution before it may vote on either the Zone Change Ordinance or the Site Plan Resolution.

To avoid SEQR segmentation, the Council must consider the zone change and the site plan together when completing Part 2 of the Short EAF. The resolution states that the proposed zone change and site plan will not have a significant impact on the environment.

ACTION: City Manager recommends approval.



RESOLUTION

Page 1 of 2

Finding That Changing the Approved Zoning Classification of the Northwestern Section of 723 State Street, Parcel Number 6-08-103.100, From Residence C to Neighborhood Business And Construction of the Proposed Site Plan on the Same Parcel Will Not Have a Significant Impact on the Environment

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

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown, New York, has before it an Ordinance for the zone change application of Edward G. Olley, Jr., RA, AIA of GYMO, DPC to change the approved zoning classification of the northwestern section of 723 State Street, Parcel Number 6-08-103.100, from Residence C to Neighborhood Business, and

WHEREAS the City Council of the City of Watertown, New York, has before it an application for Site Plan Approval submitted by Ryan Churchill, P.E. of GYMO, DPC, on behalf of The Salvation Army, for a 15,170 square-foot, 36 space parking lot expansion and associated site improvements at 723 State Street, Parcel Number 6-08-103.100, and

WHEREAS the City Council must evaluate all proposed actions submitted for its consideration in light of the State Environmental Review Act (SEQRA), and the regulations promulgated pursuant thereto, and

WHEREAS the approval of the zone change and constructing the site plan would both constitute such an "Action," and to avoid any SEQR segmentation, the Council must consider these together as a single action, and

WHEREAS the City Council has determined that changing the zoning classification of this property and the proposed site plan constitute an Unlisted Action as that term is defined by 6NYCRR Section 617.2 (ak), and

WHEREAS there are no other involved agencies for SEQRA review as that term is defined in 6NYCRR Section 617.2 (s), and

WHEREAS to aid the City Council in its determination as to whether the proposed zone change and site plan will have a significant impact on the environment, Part 1 of a Short Environmental Assessment Form has been prepared by the applicant, a copy of which is attached and made part of this Resolution,

RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of the Northwestern Section of 723 State Street, Parcel Number 6-08-103.100, From Residence C to Neighborhood Business And Construction of the Proposed Site Plan on the Same Parcel Will Not Have a Significant Impact on the Environment

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

YEA	NAY

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that:

1. Based upon its examination of the Short Environmental Assessment Form and comparing the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known and the adoption of the zone change and the construction of the site plan, as proposed, will not have a significant impact on the environment.
2. The Mayor of the City of Watertown is authorized to execute the Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.
3. This Resolution shall take effect immediately.

Seconded by

Short Environmental Assessment Form

Part 1 - Project Information

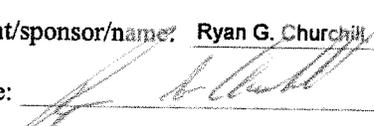
Instructions for Completing

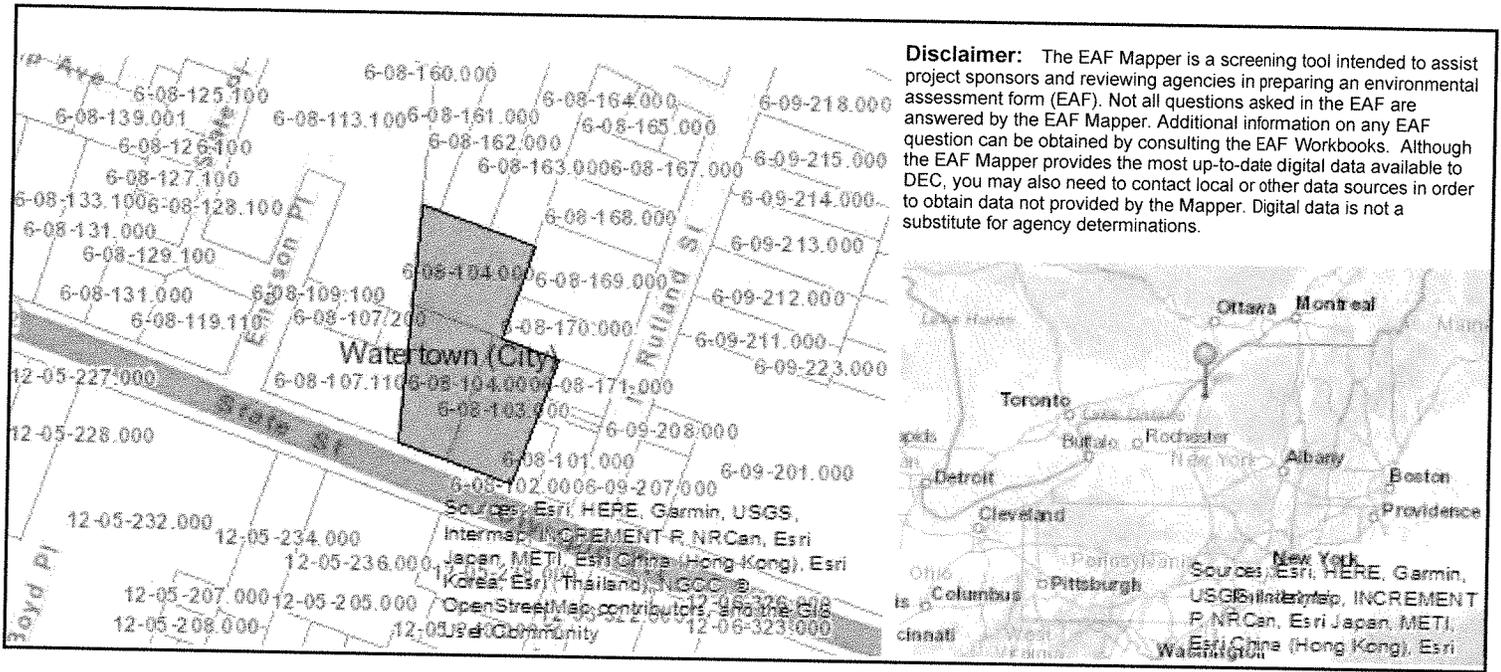
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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: Salvation Army Parking Lot Expansion				
Project Location (describe, and attach a location map): 723 State Street, Watertown, NY 13601 (Tax Parcels 6-08-104.00, 6-08-103.00, and 6-08-170.00)				
Brief Description of Proposed Action: The proposed development consists of a newly constructed 36-parking space parking area, re-striping an existing parking area (21-parking spaces), landscaping, and catch basins and a storm manhole for storm water collection and conveyance. The new parking facility will add approximately 15,170 SF of impervious area and will be used for auxiliary parking for the Salvation Army building. Also part of this action is a change to the approved zoning classification of the northern section of Parcel Number 6-08-103.00 from Residence C to Neighborhood Business.				
Name of Applicant or Sponsor: GYMO, DPC (Ryan G. Churchill, P.E.)		Telephone: 315-788-3900 E-Mail: rchurchill@gymodpc.com		
Address: 18969 US Route 11				
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 type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: City of Watertown Planning Board - Site Plan Approval			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		+/- 1.255 acres		
b. Total acreage to be physically disturbed?		+/- 0.662 acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		+/- 1.255 acres		
4. Check all land uses that occur on, are adjoining or near the proposed action:				
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland				

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. 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"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Northern Long-eared Bat	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe: Sheet flow to lawn/wooded areas and proposed catch basins that will tie into an existing catch basin onsite.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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:	NO	YES
804 State St (Alaskan Oil) - Site Code V00031 (closed status). The site is currently an active gas station. A Subsurface Investigation was performed during the late 1980's and it was determined that a plume extended to the southwest toward South Rutland Street.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: Ryan G. Churchill, P.E.	Date: 8/20/17	
Signature: 	Title: Partner, Managing Engineer	



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	Yes

Project:

Date:

***Short Environmental Assessment Form
Part 2 - Impact Assessment***

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Res No. 5

October 1, 2019

To: Richard M. Finn, City Manager

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

Subject: Approving the Site Plan for a 15,170 square-foot, 36-space parking lot expansion and associated site improvements at 723 State Street, Parcel Number 6-08-103.100

Ryan Churchill, P.E. of GYMO, DPC, on behalf of The Salvation Army, has submitted a request for the above subject Site Plan Approval.

The City Planning Board reviewed the request at its meeting held on September 3, 2019, and voted to recommend that City Council approve the site plan with the condition 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.

A separate resolution appears on the October 7, 2019 Council Agenda that considers a SEQRA resolution that covers both the subject site plan approval and the related zone change application. The Council must consider the two actions together in order to avoid segmentation of the environmental review. The Council must also consider that resolution **AND** the zone change ordinance before voting on this site plan resolution.

The resolution prepared for City Council approves the site plan submitted to the City Engineering Department on September 3, 2019 with the condition listed in the resolution.

Action: City Manager recommends approval.



RESOLUTION

Page 1 of 2

Approving the Site Plan for a 15,170 square-foot, 36-space Parking Lot Expansion and Associated Site Improvements at 723 State Street, Parcel Number 6-08-103.100

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

Total

YEA	NAY

Introduced by

WHEREAS Ryan Churchill, P.E. of GYMO, DPC, on behalf of The Salvation Army, has submitted an application for Site Plan Approval for a 15,170 square-foot, 36 space parking lot expansion and associated site improvements at 723 State Street, Parcel Number 6-08-103.100, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on September 3, 2019 and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

1. The applicant must obtain the following permits, minimally, prior to construction: Building Permit, Sidewalk Permit and a Storm Sewer Permit.

And,

WHEREAS the City Council has previously determined that the proposed construction and site plan is an Unlisted Action and will not have a significant impact on the environment,

NOW THEREFORE BE IT 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

RESOLUTION

Page 2 of 2

Approving the Site Plan for a 15,170 square-foot, 36-space Parking Lot Expansion and Associated Site Improvements at 723 State Street, Parcel Number 6-08-103.100

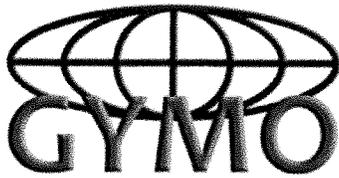
- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

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 Salvation Army, for Site Plan Approval for a 15,170 square-foot, 36 space parking lot expansion and associated site improvements at 723 State Street, Parcel Number 6-08-103.100, as depicted on the site plan submitted to the City Engineer on September 3, 2019, contingent upon the applicant meeting the conditions listed above.

Seconded by:



ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING

3 September 2019

Mr. Justin Wood, P.E.
City Engineer
Room 305, City Hall
245 Washington St
Watertown, NY 13601

Edward G. Olley, Jr., AIA
Patrick J. Scordo, PE
Ryan G. Churchill, PE
Scott W. Soules, AIA
Brandy W. Lucas, MBA
Howard P. Lyndaker III, PLS

Gregory F. Ashley, PLS
Brian K. Madigan, RLA, CPSEC

Re: Site Plan Submission
723 State Street – Salvation Army Parking Lot Expansion
**Revisions are in bold italics*

In Consultation
Leo F. Gozalkowski, PLS
Stephen W. Yaussi, AIA

File: 2017-433

Dear Mr. Wood:

On behalf of The Salvation Army, GYMO, D.P.C. is submitting the following materials for Site Plan review at the 3 September 2019 City of Watertown Planning Board meeting:

- 3 - Full size sets of Site Plans, including a wet stamped original (Survey, Cover, C001, C101, C102, PH101, C501-C504);
- 12 – 11"x17" sets of Site Plans;
- 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 parcels 6-08-104.00, 6-08-103.00, and 6-08-170.00 which are owned by The Salvation Army, in the City of Watertown. The proposed development consists of a newly constructed 36-parking space parking area, re-striping an existing parking area (21-parking spaces), landscaping, and catch basins and a storm manhole for storm water collection and conveyance. The new parking facility will add approximately **15,170 SF** of impervious area and will be used for auxiliary parking for the Salvation Army building. ***A change of the approved zoning classification of the northern section of Parcel Number 6-08-103.00 from Residence C to Neighborhood Business is also in progress for this project.***

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 D hydrologic soil group. Access to the proposed parking lot will be along State Street, a two-way street, with a two-way entrance and exit utilizing existing curb cuts.

Utilities and Landscaping

Storm water runoff will be directed to proposed catch basins and a yard basin that will tie into an existing catch basin onsite and discharge to the City of Watertown Storm Sewer system.

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.

Mr. Justin Wood, P.E.

3 September 2019

Page 2 of 2

Traffic Impacts

The proposed parking lot expansion will have a positive impact on traffic in the area. It will decrease roadside parking resulting in less congestion on State Street and N Rutland Street during times of Salvation Army event gatherings.

Lighting

Lighting for the parking lot will be supplied by the four proposed light poles located around the proposed parking lot as can be seen on the site plan (C101). A photometrics plan (PH101) has been provided and the cut sheet for the proposed lighting can be seen attached to this letter.

Construction is proposed to begin 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

pc: Edward G. Olley - GYMO, DPC
Major Dennis Smullen – The Salvation Army



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: Salvation Army Parking Lot Expansion
Tax Parcel Number: 6-08-104.000, 6-08-103.000, 6-08-170.000
Property Address: 723 State Street, Watertown, NY 13601
Existing Zoning Classification: Neighborhood Business

OWNER OF PROPERTY

Name: The Salvation Army
Address: 723 State Street, Watertown, NY 13601

Telephone Number: 315-782-4470
Fax Number:

APPLICANT

Name: Major Dennis Smullen
Address: 723 State Street, Watertown, NY 13601

Telephone Number: 315-224-1720
Fax Number:
Email Address: dennis.smullen@use.salvationarmy.org

ENGINEER/ARCHITECT/SURVEYOR

Name: GYMO, DPC
Address: 18969 US Route 11, Watertown, NY 13601

Telephone Number: 315-788-3900
Fax Number: 315-788-0668
Email Address: gymodpc@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)

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. (TP1, TP2, & TP3)

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. (Work to be done by others)

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). (No SWPPP required, < 1 acre of disturbance)

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. (N/A)
- 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." (N/A)

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. (N/A)

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."

(N/A) **PRELIMINARY ARCHITECTURAL PLANS (If Applicable)**

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
- Existing and proposed sanitary sewer flows and summary (N/A)
- Water flows and pressure (N/A)
- Storm Water Pre and Post Construction calculations and summary (< 1 acre)
- 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.

(In progress) 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.

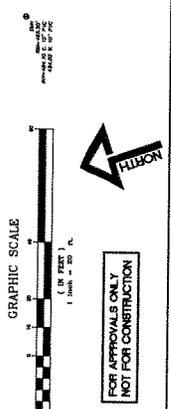
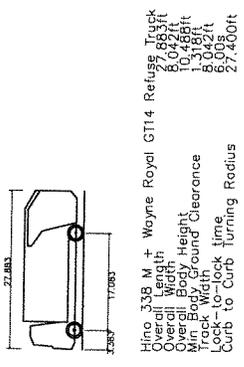
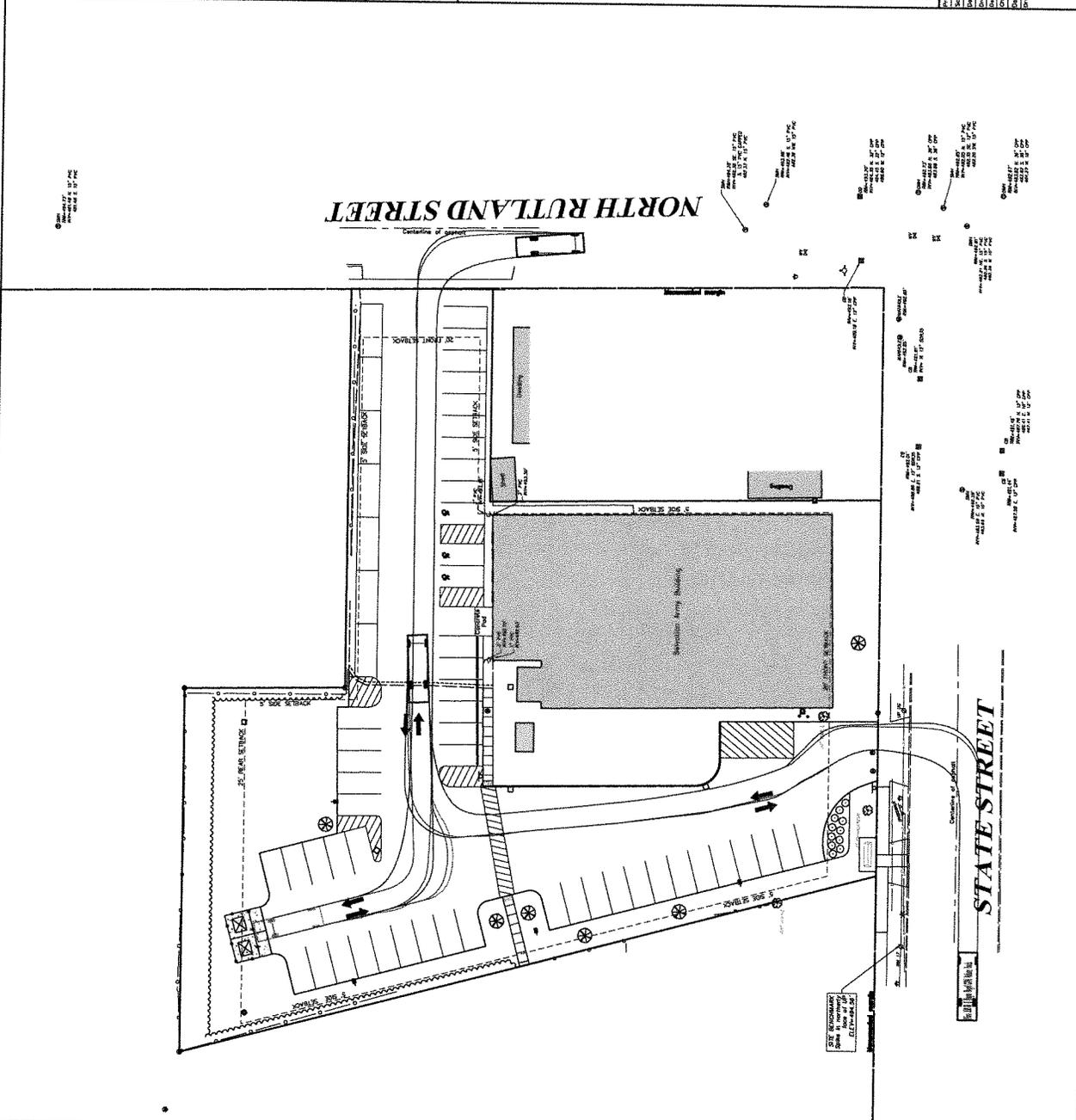
WWW.GYMODPC.COM
 15969 US Route 11
 Watertown, NY 13601
 315.788.3900

GYMO
 ARCHITECTURE
 ENGINEERING
 ENVIRONMENTAL
 LAND SURVEYING

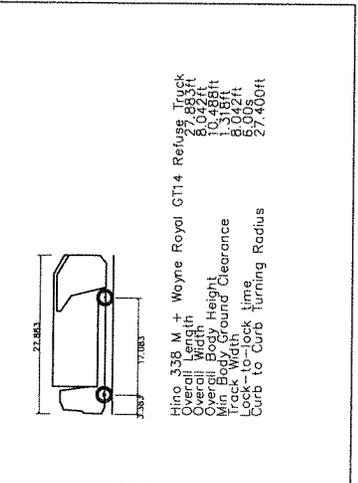
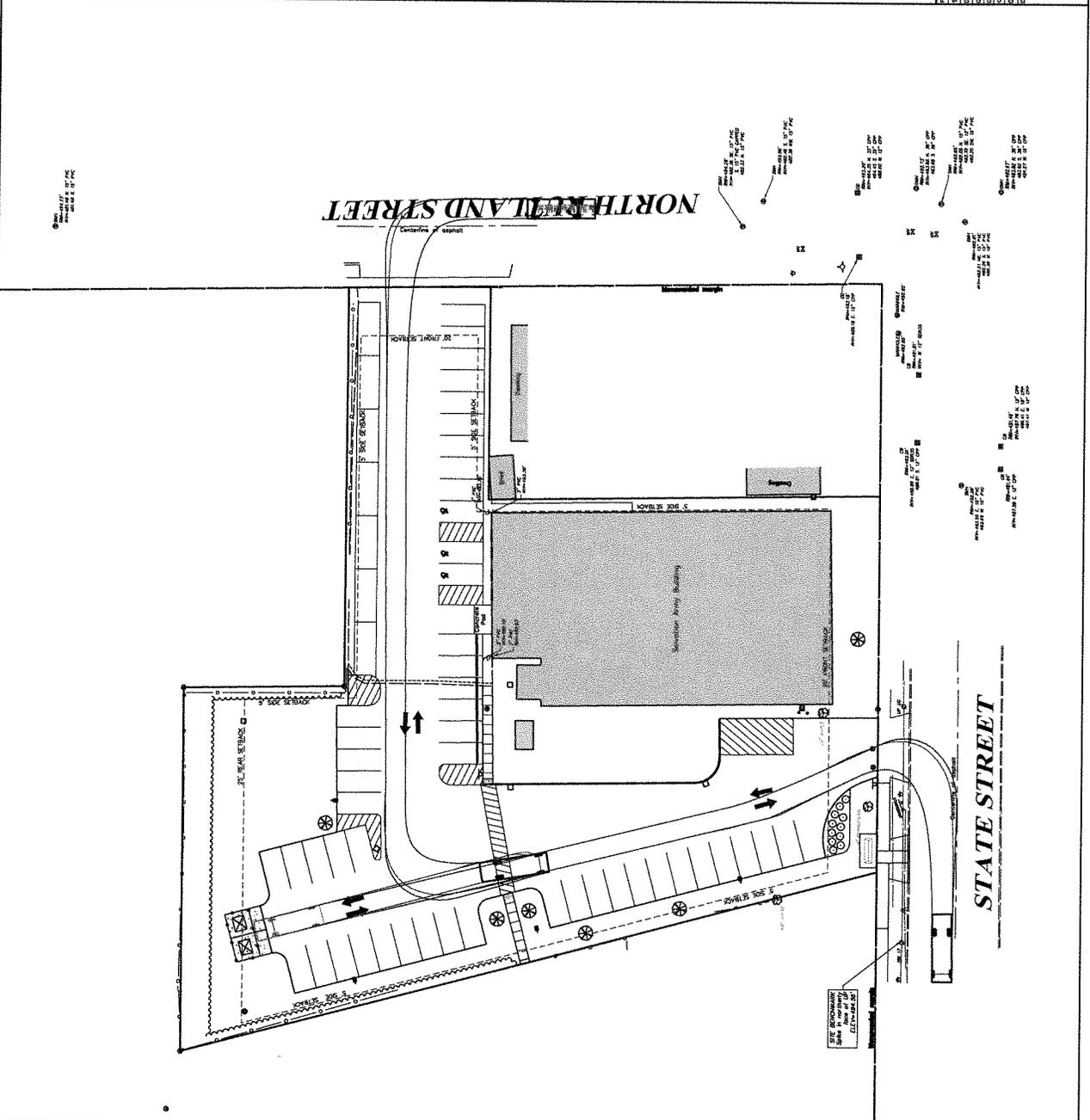
CONTRACTOR: **DAVE**
ADMINISTRATIVE
A. LAND SURVEYING, P.C.
 15969 US Route 11
 Watertown, NY 13601
 315.788.3900

REFUSE TRUCK PATH 1
SALVATION ARMY PARKING LOT EXPANSION
723 STATE STREET
CITY OF WATERTOWN, NEW YORK

PROJECT No. 2017-2-033
 SHEET: As Noted
 DATE: 3/7/2019
 DRAWN BY: GAC
 CHECKED BY: GAC
 DATE REVISION: 7/23/2019
 DRAWING No. TPI1



FOR APPROVALS ONLY
 NOT FOR CONSTRUCTION



GRAPHIC SCALE
 (IN FEET)
 1" = 20'

FOR APPROVALS ONLY
NOT FOR CONSTRUCTION

TURN

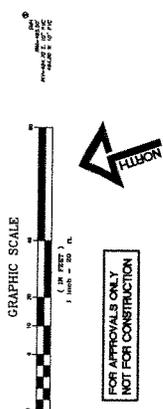
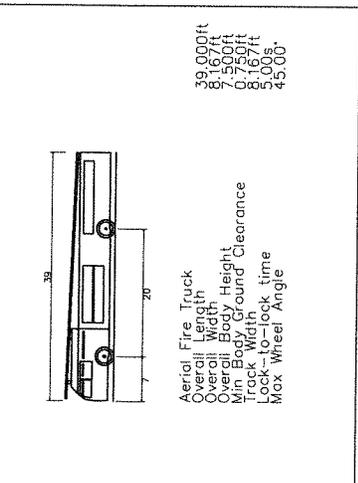
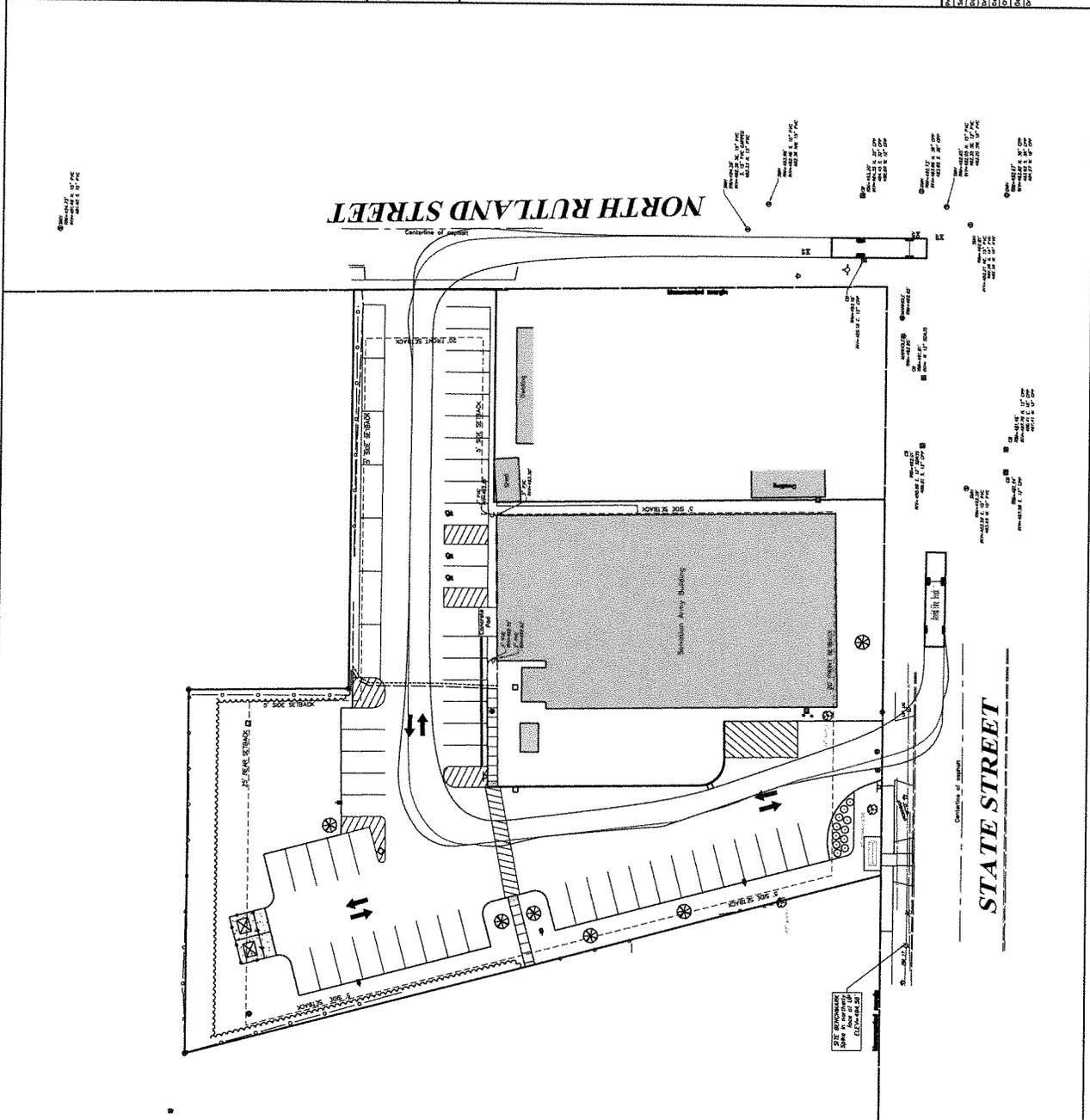
TP3

FIRE TRUCK PATH 3

SALVATION ARMY PARKING LOT EXPANSION
728 STATE STREET
CITY OF WATERTOWN, NEW YORK

CONTRACTOR: CITY OF WATERTOWN
& LAND SURVEYING, P.C.
ARCHITECT: GYMO ARCHITECTURAL ENGINEERING & SURVEYING
WWW.GYMODPC.COM
18969 US Route 11
Watertown, NY 13601
315.788.3900

Scale: AS SHOWN
Date: 3/27/2018
Drawn By: JAC
Checked By: JAC
Client: City of Watertown
Project No.: 1702/2018
Draw No.: TP3



CSA APPROVALS ONLY
NOT FOR CONSTRUCTION

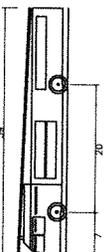
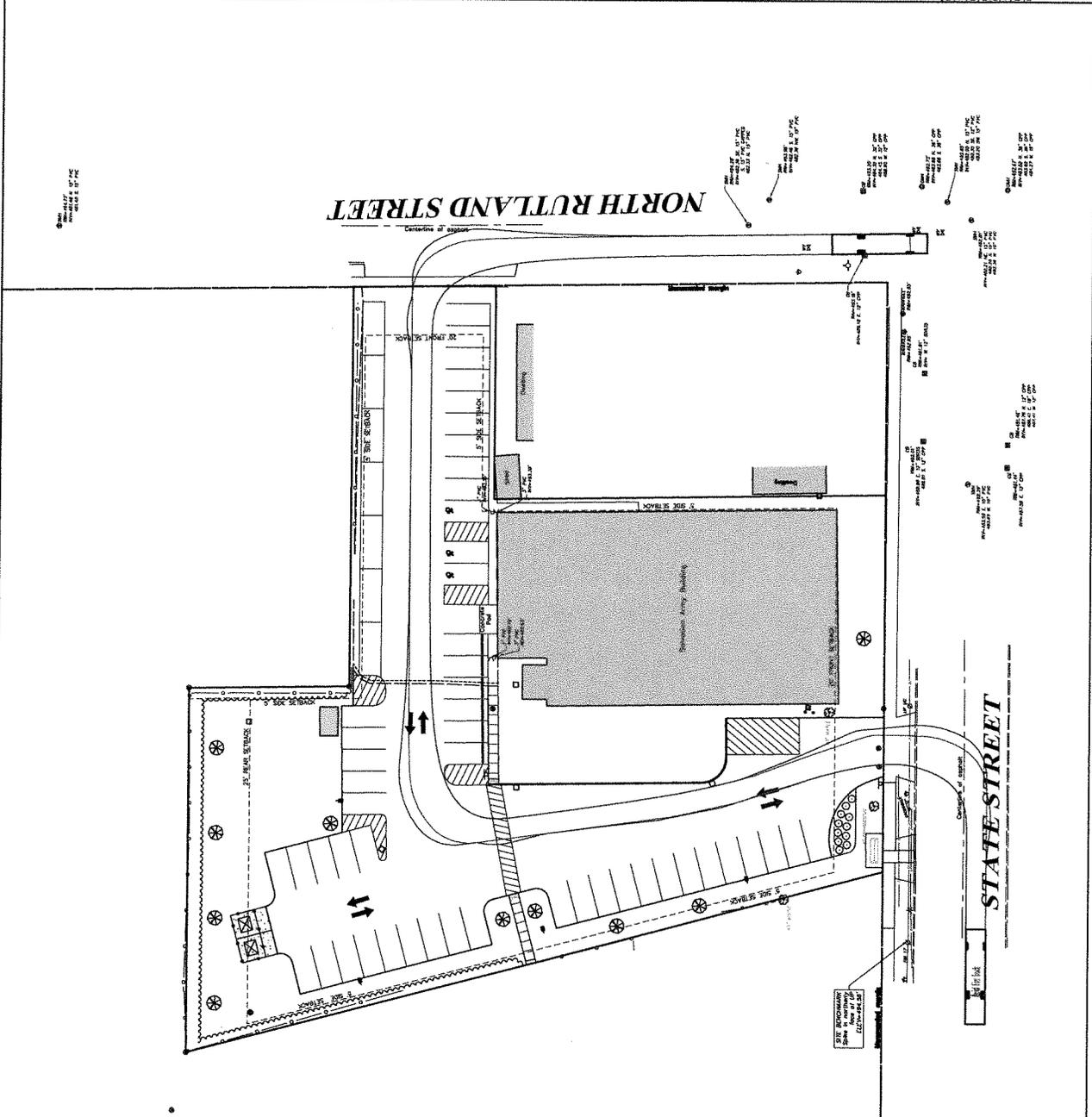
TP4

FIRE TRUCK PATH 4

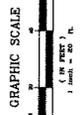
SALVATION ARMY PARKING LOT EXPANSION
723 STATE STREET
CITY OF WATERTOWN, NEW YORK

WWW.GYMODPC.COM
315.788.3900
GYMO
ARCHITECTURAL
ENGINEERING
LAND SURVEYING

CONTRACT NO. 2017-033
PROJECT: SALVATION ARMY PARKING LOT EXPANSION & LAND SURVEYING, P.C.
DATE: 3/7/2018
DRAWN BY: GJK
CHECKED BY: GJK
DATE PLOTTED: 6/1/2018
DRAWN BY: GJK
CHECKED BY: GJK
DATE PLOTTED: 6/1/2018



- Aerial Fire Truck
- Overall Length 39.00ft
- Overall Width 7.00ft
- Overall Height 10.00ft
- Min Body Ground Clearance 8.16ft
- Track Width 8.16ft
- Lock-to-lock time 5.00s
- Max Wheel Angle 45.00°



FOR APPROVALS ONLY
NOT FOR CONSTRUCTION

DESCRIPTION

The Galleon™ Pedestrian Companion LED luminaire's appearance is complementary with the Galleon area and site luminaire bringing a modern architectural style to lighting applications. Flexible mounting options accommodate a variety of pole configurations and mounting heights, allowing it to be offered as a pedestrian or site lighting solution. The Galleon family of LED products deliver exceptional performance with patented, high-efficiency AccuLED Optics™, providing uniform and energy conscious lighting for parking lots, building and security lighting applications.

Catalog #		Type	
Project		LA-SLIV-HS	
Comments		Date	
Prepared by			

SPECIFICATION FEATURES

Construction

Driver enclosure thermally isolated from optics for optimal thermal performance. Heavy wall aluminum housing die-cast with integral external heat sinks to provide superior structural rigidity and an IP66 rated housing. Overall construction passes a 1.5G vibration test to ensure mechanical integrity.

Optics

Choice of sixteen patented, high-efficiency AccuLED Optics. The optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT and minimum 70 CRI. Optional 3000K, 5000K and 6000K CCT. Greater than 90%

lumen maintenance expected at 60,000 hours. Available in standard 1A drive current and optional 1200mA, 800mA, and 600mA drive currents.

Electrical

LED drivers are mounted for ease of maintenance. 120-277V 50/60Hz, 347V or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. Drivers are provided standard with 0-10V dimming. An optional Eaton proprietary surge protection module is available and designed to withstand 10kV of transient line surge. The Galleon Pedestrian LED luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) option.

Mounting

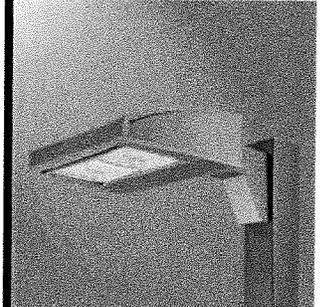
The innovative quick mounting arm attaches to new or existing 4-5" round or square poles with 1-1/2" to 4-7/8" drilling patterns without re-drilling. The mast arm adapter fits horizontal 2-3/8" tenon.

Finish

Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult the McGraw-Edison Architectural Colors brochure for the complete selection.

Warranty

Five-year warranty.

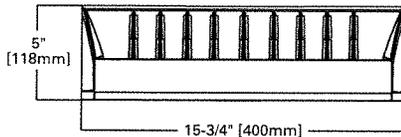


GPC GALLEON PEDESTRIAN COMPANION

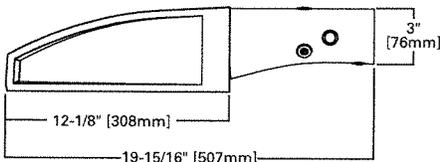
1-2 Light Squares
Solid State LED

AREA/SITE LUMINAIRE

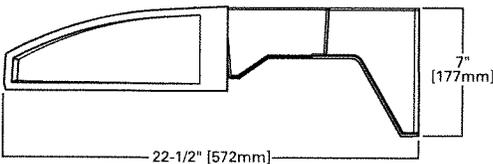
DIMENSIONS



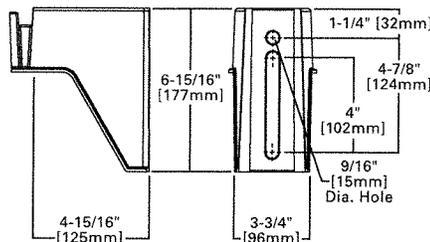
MAST ARM MOUNT



QUICK MOUNT ARM (OVERALL DIMENSIONS)



QUICK MOUNT ARM (POLE MOUNTING DETAILS)



CERTIFICATION DATA

UL/cUL Listed
LM79 / LM80 Compliant
IP66 Housing
ISO 9001
DesignLights Consortium® Qualified*

ENERGY DATA

Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120-277V 50/60Hz
347V, 480V 60Hz
-40°C Min. Temperature
40°C Max. Temperature
50°C Max. Temperature (HA Option)

EPA

Effective Projected Area (Sq. Ft.)
Quick Mount Arm: 0.73
Mast Arm: 0.62

SHIPPING DATA

Approximate Net Weight:
27 lbs. (12.2 kgs.)

POWER AND LUMENS

Number of Light Squares		1				2			
Drive Current	600mA	800mA	1.0A	1.2A	600mA	800mA	1.0A	1.2A	
Nominal Power (Watts)	34	44	59	67	66	86	113	129	
Input Current @ 120V (A)	0.3	0.39	0.51	0.58	0.58	0.77	1.02	1.16	
Input Current @ 208V (A)	0.17	0.22	0.29	0.33	0.34	0.44	0.56	0.63	
Input Current @ 240V (A)	0.15	0.19	0.26	0.29	0.3	0.38	0.48	0.55	
Input Current @ 277V (A)	0.14	0.17	0.23	0.25	0.28	0.36	0.42	0.48	
Input Current @ 347V (mA)	0.11	0.15	0.17	0.2	0.19	0.24	0.32	0.39	
Input Current @ 480V (mA)	0.08	0.11	0.14	0.15	0.15	0.18	0.24	0.3	
Optics									
T2	4000K/5000K Lumens	4,204	5,156	6,381	7,000	8,215	10,075	12,470	13,680
	3000K Lumens	3,975	4,874	6,033	6,618	7,767	9,525	11,790	12,934
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2
T2R	4000K/5000K Lumens	4,464	5,474	6,775	7,431	8,723	10,696	13,239	14,523
	3000K Lumens	4,221	5,176	6,406	7,025	8,247	10,113	12,517	13,731
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2
T3	4000K/5000K Lumens	4,285	5,256	6,505	7,135	8,375	10,269	12,710	13,943
	3000K Lumens	4,051	4,969	6,150	6,746	7,918	9,710	12,017	13,182
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2
T3R	4000K/5000K Lumens	4,380	5,372	6,648	7,294	8,561	10,498	12,993	14,253
	3000K Lumens	4,141	5,078	6,286	6,895	8,094	9,925	12,285	13,475
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2
T4FT	4000K/5000K Lumens	4,311	5,286	6,542	7,177	8,422	10,329	12,784	14,024
	3000K Lumens	4,075	4,998	6,185	6,786	7,963	9,766	12,086	13,259
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G3
T4W	4000K/5000K Lumens	4,254	5,217	6,458	7,084	8,313	10,195	12,619	13,843
	3000K Lumens	4,023	4,933	6,105	6,698	7,860	9,639	11,931	13,088
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3
SL2	4000K/5000K Lumens	4,196	5,147	6,370	6,988	8,202	10,058	12,449	13,656
	3000K Lumens	3,967	4,866	6,022	6,607	7,755	9,509	11,771	12,911
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3
SL3	4000K/5000K Lumens	4,284	5,255	6,504	7,134	8,374	10,268	12,709	13,941
	3000K Lumens	3,849	4,720	5,842	6,408	7,520	9,224	11,415	12,523
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G3
SL4	4000K/5000K Lumens	4,071	4,992	6,179	6,778	7,954	9,756	12,074	13,246
	3000K Lumens	3,849	4,720	5,842	6,408	7,520	9,224	11,415	12,523
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G3
5NQ	4000K/5000K Lumens	4,190	5,120	6,289	7,258	8,337	10,501	12,708	14,380
	3000K Lumens	4,179	5,124	6,343	6,957	8,166	10,013	12,393	13,595
	BUG Rating	B2-U0-G1	B2-U0-G1	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2
5MQ	4000K/5000K Lumens	4,501	5,520	6,831	7,494	8,795	10,786	13,350	14,644
	3000K Lumens	4,256	5,219	6,458	7,085	8,316	10,198	12,622	13,845
	BUG Rating	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2
5WQ	4000K/5000K Lumens	4,513	5,534	6,849	7,514	8,819	10,815	13,385	14,683
	3000K Lumens	4,268	5,232	6,475	7,104	8,338	10,224	12,656	13,882
	BUG Rating	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
SLL/SLR	4000K/5000K Lumens	3,765	4,619	5,716	6,270	7,358	9,023	11,167	12,251
	3000K Lumens	3,560	4,367	5,404	5,927	6,957	8,531	10,559	11,583
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3
RW	4000K/5000K Lumens	4,379	5,370	6,647	7,293	8,558	10,494	12,989	14,250
	3000K Lumens	4,141	5,077	6,285	6,895	8,092	9,922	12,281	13,473
	BUG Rating	B2-U0-G1	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2
AFL	4000K/5000K Lumens	4,396	5,390	6,672	7,318	8,590	10,533	13,037	14,301
	3000K Lumens	4,156	5,096	6,308	6,919	8,121	9,959	12,326	13,521
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2

* Nominal lumen data for 70 CRI. BUG rating for 4000K/5000K. Refer to IES files for 3000K BUG ratings.

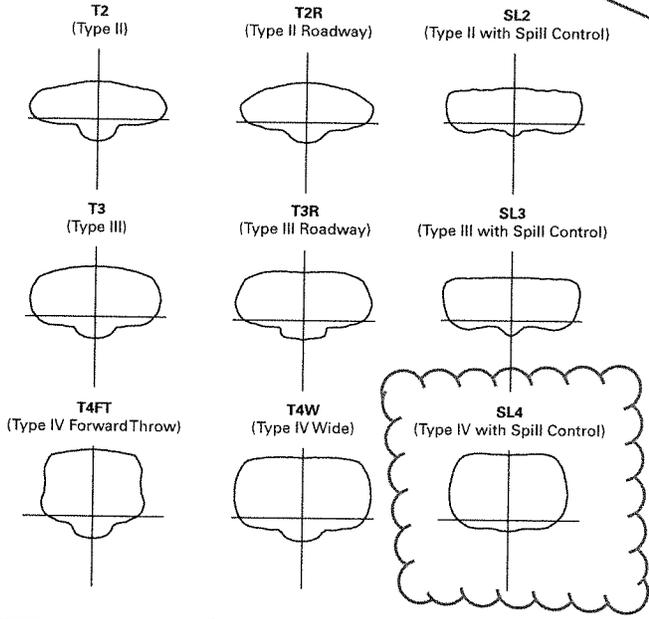


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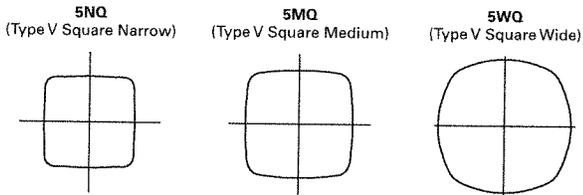
Specifications and
dimensions subject to
change without notice.

OPTICAL DISTRIBUTIONS

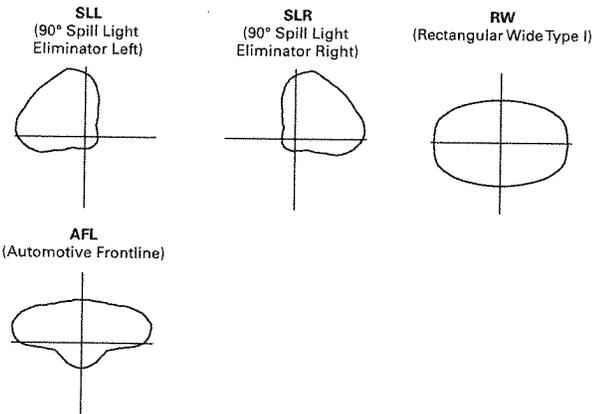
Asymmetric Area Distributions



Symmetric Distributions

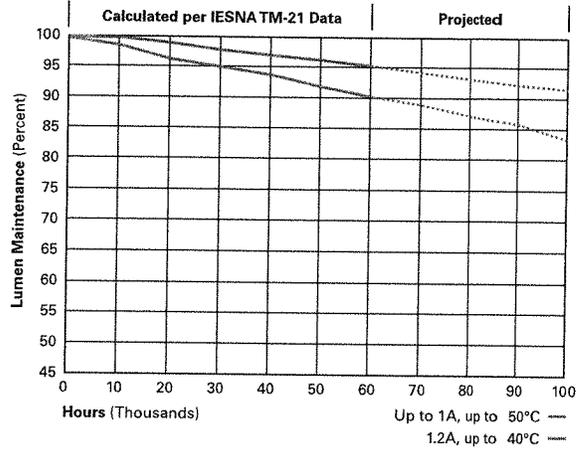


Specialized Distributions



LUMEN MAINTENANCE

Drive Current	Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Projected L70 (Hours)
Up to 1A	Up to 50°C	> 95%	> 416,000
1.2A	Up to 40°C	> 90%	> 205,000



LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97

CONTROL OPTIONS

0-10V (DIM)

This fixture is offered standard with 0-10V dimming driver(s). The DIM option provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

Photocontrol (P, R and PER7)

Optional button-type photocontrol (P) and photocontrol receptacles (R and PER7) provide a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels. Advanced control systems compatible with NEMA 7-pin standards can be utilized with the PER7 receptacle.

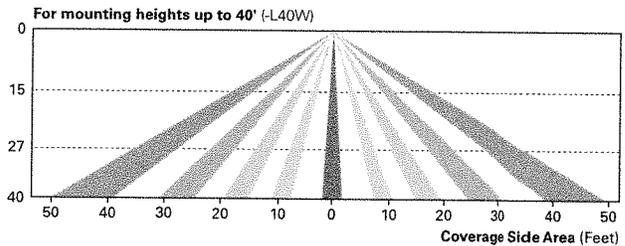
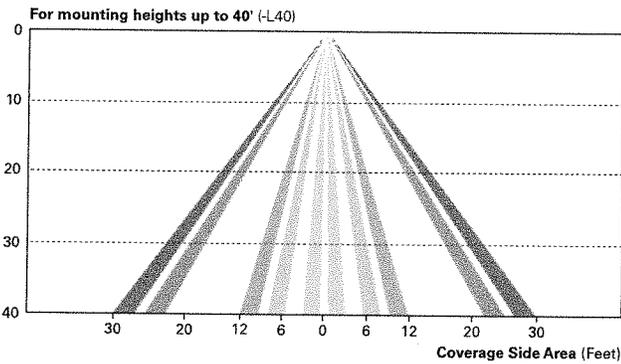
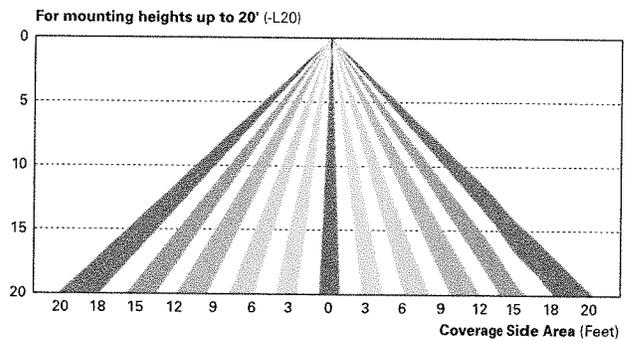
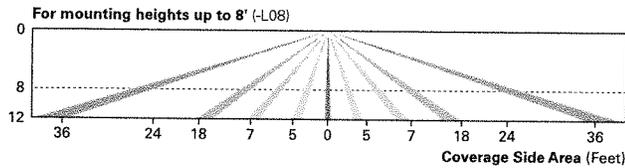
After Hours Dim (AHD)

This feature allows photocontrol-enabled luminaires to achieve additional energy savings by dimming during scheduled portions of the night. The dimming profile will automatically take effect after a "dusk-to-dawn" period has been calculated from the photocontrol input. Specify the desired dimming profile for a simple, factory-shipped dimming solution requiring no external control wiring. Reference the After Hours Dim supplemental guide for additional information.

Dimming Occupancy Sensor (MS/DIM-LXX and MS-LXX)

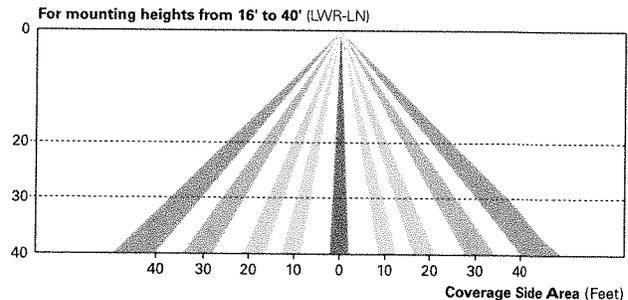
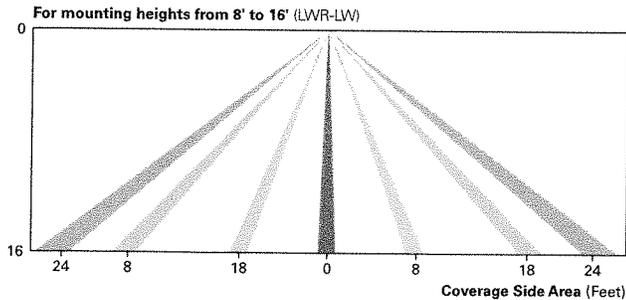
These sensors are factory installed in the luminaire housing. When the MS/DIM-LXX sensor option is selected, the occupancy sensor is connected to a dimming driver and the entire luminaire dims when there is no activity detected. When activity is detected, the luminaire returns to full light output. The MS/DIM sensor is factory preset to dim down to approximately 50 percent power with a time delay of five minutes. The MS-LXX sensor is factory preset to turn the luminaire off after five minutes of no activity. The MS/X-LXX is also preset for five minutes and only controls the specified number of light engines to maintain steady output from the remaining light engines.

These occupancy sensors includes an integral photocell that can be activated with the FSIR-100 accessory for "dusk-to-dawn" control or daylight harvesting - the factory preset is OFF. The FSIR-100 is a wireless tool utilized for changing the dimming level, time delay, sensitivity and other parameters. A variety of sensor lens are available to optimize the coverage pattern for mounting heights from 8'-40'.



LumaWatt Pro Wireless Control and Monitoring System (LWR-LW and LWR-LN)

The Eaton's LumaWatt Pro powered by Enlighted is a connected lighting solution that combines a broad selection of energy-efficient LED luminaires with a powerful integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of building resources, beyond lighting.



WaveLinX Wireless Outdoor Lighting Control Module (WOLC-7P-10A)

The 7-pin wireless outdoor lighting control module enables WaveLinX to control outdoor area, site and flood lighting. WaveLinX controls outdoor lighting using schedules to provide ON, OFF and dimming controls based on astronomic or time schedules based on a 7 day week.

ORDERING INFORMATION

Sample Number: GPC-AF-02-LED-E1-T3-GM

Product Family	Light Engine	Number of Light Squares ¹	Lamp Type	Voltage	Distribution	Color	Mounting Options
GPC=Galleon Pedestrian Companion	AF=1A Drive Current	01=1 02=2	LED=Solid State Light Emitting Diodes	E1=120-277V 347=347V ² 480=480V ^{2,3}	T2=Type II T2R= Type II Roadway T3=Type III T3R= Type III Roadway T4FT=Type IV Forward Throw T4W=Type IV Wide SL2=Type II w/Spill Control SL3=Type III w/Spill Control SL4=Type IV w/Spill Control SLL=90° Spill Light Eliminator Left SLR=90° Spill Light Eliminator Right RW=Rectangular Wide Type I 5NQ=Type V Square Narrow 5MQ=Type V Square Medium 5WQ=Type V Square Wide AFL=Automotive Frontline	AP=Grey BZ=Bronze BK=Black DP=Dark Platinum GM=Graphitic Metallic WH=White CC=Custom Color ⁴	QM=Quick Mount Arm for Round or Square Pole ^{5,6} MA=2-3/8" Mast Arm ^{5,7}

Options (Add as Suffix)

- 7027=70 CRI / 2700K⁸
- 7030=70 CRI / 3000K⁸
- 8030=80 CRI / 3000K⁸
- 7050=70 CRI / 5000K⁸
- 7060=70 CRI / 6000K⁸
- 600=Drive Current Factory Set to 600mA
- 800=Drive Current Factory Set to 800mA
- 1200=Drive Current Factory Set to 1200mA⁹
- F=Single Fused (120, 277 or 347V. Must Specify Voltage)
- FF=Double Fused (208, 240 or 480V. Must Specify Voltage)
- 10K=10kV Surge Module
- DIM=0-10V Dimming Leads^{10, 11}
- HA=50°C High Ambient¹²
- P=Button Type Photocontrol (120, 208, 240 or 277V. Must Specify Voltage)
- R=NEMA Twistlock Photocontrol Receptacle
- PER7=NEMA 7-PIN Twistlock Photocontrol Receptacle¹³
- AHD145=After Hours Dim, 5 Hours¹⁴
- AHD245=After Hours Dim, 6 Hours¹⁴
- AHD255=After Hours Dim, 7 Hours¹⁴
- AHD355=After Hours Dim, 8 Hours¹⁴
- MS-LXX=Motion Sensor for On/Off Operation^{15, 16, 17}
- MS/DIM-LXX=Motion Sensor for Dimming Operation^{15, 16, 17}
- LWR-LW=LumaWatt Wireless Sensor, Wide Lens for 8' - 16' Mounting Height^{17, 18, 19}
- LWR-LN=LumaWatt Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height^{17, 18, 19}
- LCF=Light Square Trim Plate Painted to Match Housing²⁰
- MT=Factory Installed Mesh Top
- L90=Optics Rotated 90° Left
- R90=Optics Rotated 90° Right
- HSS=Factory Installed House Side Shield²¹
- CE=CE Marking and Small Terminal Block²²

Accessories (Order Separately)

- OA/RA1013=Photocontrol Shorting Cap
- OA/RA1016=NEMA Photocontrol - Multi-Tap 105-285V
- OA/RA1201=NEMA Photocontrol - 347V
- OA/RA1027=NEMA Photocontrol - 480V
- MA1252=10kV Circuit Module Replacement
- MA1036-XX=Single Tenon Adapter for 2-3/8" O.D. Tenon
- MA1037-XX=2@180° Tenon Adapter for 2-3/8" O.D. Tenon
- MA1197-XX=3@120° Tenon Adapter for 2-3/8" O.D. Tenon
- MA1188-XX=4@90° Tenon Adapter for 2-3/8" O.D. Tenon
- MA1189-XX=2@90° Tenon Adapter for 2-3/8" O.D. Tenon
- MA1190-XX=3@90° Tenon Adapter for 2-3/8" O.D. Tenon
- MA1191-XX=2@120° Tenon Adapter for 2-3/8" O.D. Tenon
- MA1038-XX=Single Tenon Adapter for 3-1/2" O.D. Tenon
- MA1039-XX=2@180° Tenon Adapter for 3-1/2" O.D. Tenon
- MA1192-XX=3@120° Tenon Adapter for 3-1/2" O.D. Tenon
- MA1193-XX=4@90° Tenon Adapter for 3-1/2" O.D. Tenon
- MA1194-XX=2@90° Tenon Adapter for 3-1/2" O.D. Tenon
- MA1195-XX=3@90° Tenon Adapter for 3-1/2" O.D. Tenon
- FSIR-100=Wireless Configuration Tool for Occupancy Sensor¹⁸
- LS/HSS=Field Installed House Side Shield^{21, 23}
- WOLC-7P-10A=WaveLinX Outdoor Control Module (7-pin)²⁴

- NOTES:**
1. Standard 4000K CCT and minimum 70 CRI.
 2. Requires the use of a step down transformer. Not available in combination with sensor options at 1200mA.
 3. Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
 4. Custom colors are available. Setup charges apply. Paint chip samples required. Extended Lead times apply.
 5. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP513001EN for additional support information.
 6. Quick mount arm adapter is factory installed. Pole mounting bracket shipped in box. Suitable for 1.5G. Fits square and round pole up to 6" O.D.
 7. Mast arm adapter factory installed (2-3/8" O.D. arm only). Suitable for 3G vibration.
 8. Extended lead times apply. Use dedicated IES files when performing layouts.
 9. Not available with HA option.
 10. Cannot be used with other control options.
 11. Low voltage control lead brought out 18" outside fixture.
 12. HA option available for single light square only. Not available with 1200mA drive current.
 13. Compatible with standard 3-PIN photocontrols, 5-PIN or 7-PIN ANSI controls.
 14. Requires the use of P photocontrol or the PER7 or R photocontrol receptacle with photocontrol accessory. See After Hours Dim supplemental guide for additional information.
 15. Replace LXX with mounting height in feet for proper lens selection (e.g., L8=8' mounting height). L8, L20, L40, and L40W are available options.
 16. The FSIR-100 configuration tool is required to adjust parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Eaton for more information.
 17. Includes integral photosensor.
 18. Bronze sensor is shipped with Bronze fixtures. White sensor shipped on all other housing color options.
 19. LumaWatt wireless sensors are factory installed requiring network components in appropriate quantities. See www.eaton.com/lighting for LumaWatt application information.
 20. Not available with HSS option.
 21. Only for use with SL2, SL3, SL4, and AFL distributions. The light square trim plate is painted black when the HSS option is selected.
 22. CE is not available with the LWR, MS, MS/DIM, P, R or PER7 options. Available in 120-277V only.
 23. One required for each light square.
 24. Requires 7-pin NEMA twistlock photocontrol receptacle. The WOLC-7 cannot be used in conjunction with additional sensors or controls.



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Peachtree City, GA 30269
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Specifications and dimensions subject to change without notice.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

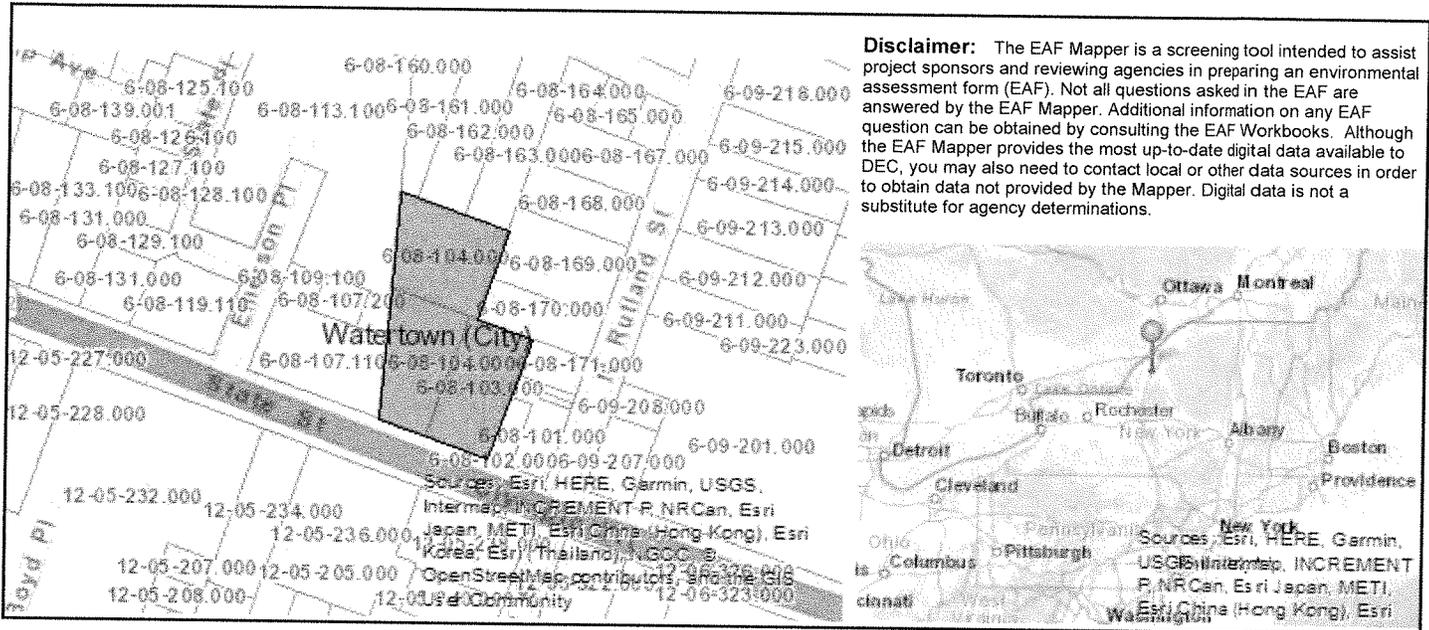
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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: Salvation Army Parking Lot Expansion			
Project Location (describe, and attach a location map): 723 State Street, Watertown, NY 13601 (Tax Parcels 6-08-104.00, 6-08-103.00, and 6-08-170.00)			
Brief Description of Proposed Action: The proposed development consists of a newly constructed 36-parking space parking area, re-striping an existing parking area (21-parking spaces), landscaping, and catch basins and a storm manhole for storm water collection and conveyance. The new parking facility will add approximately 15,170 SF of impervious area and will be used for auxiliary parking for the Salvation Army building. Also part of this action is a change to the approved zoning classification of the northern section of Parcel Number 6-08-103.00 from Residence C to Neighborhood Business.			
Name of Applicant or Sponsor: GYMO, DPC (Ryan G. Churchill, P.E.)		Telephone: 315-788-3900 E-Mail: rchurchill@gymodpc.com	
Address: 18969 US Route 11			
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 type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: City of Watertown Planning Board - Site Plan Approval		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		+/- 1.255 acres	
b. Total acreage to be physically disturbed?		+/- 0.662 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		+/- 1.255 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. 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?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
Northern Long-eared Bat	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:		
Sheet flow to lawn/wooded areas and proposed catch basins that will tie into an existing catch basin onsite.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
804 State St (Alaskan Oil) - Site Code V00031 (closed status). The site is currently an active gas station. A Subsurface Investigation was performed during the late 1980's and it was determined that a plume extended to the southwest toward South Rutland Street.		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Ryan G. Churchill, P.E.</u>		Date: <u>8/20/17</u>
Signature: 		Title: <u>Partner, Managing Engineer</u>



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	Yes

SALVATION ARMY PARKING LOT EXPANSION

CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK
SITE DEVELOPMENT PLANS

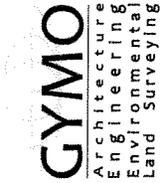
3 SEPTEMBER 2019

INDEX OF DRAWINGS:

- C001 - GENERAL NOTES AND INFORMATION
- C100 - DEMOLITION PLAN
- C101 - SITE AND LANDSCAPING PLAN
- C102 - UTILITY AND GRADING PLAN
- PH101 - PHOTOMETRICS PLAN
- C501 - SITE DETAILS
- C502 - SITE DETAILS
- C503 - SITE DETAILS

PREPARED BY:

WWW.GYMODPC.COM
18969 US Route 11
Watertown, NY 13601
315.788.3900



RYAN G. CARROLL, P.E.
New York State Reg. No. 060266

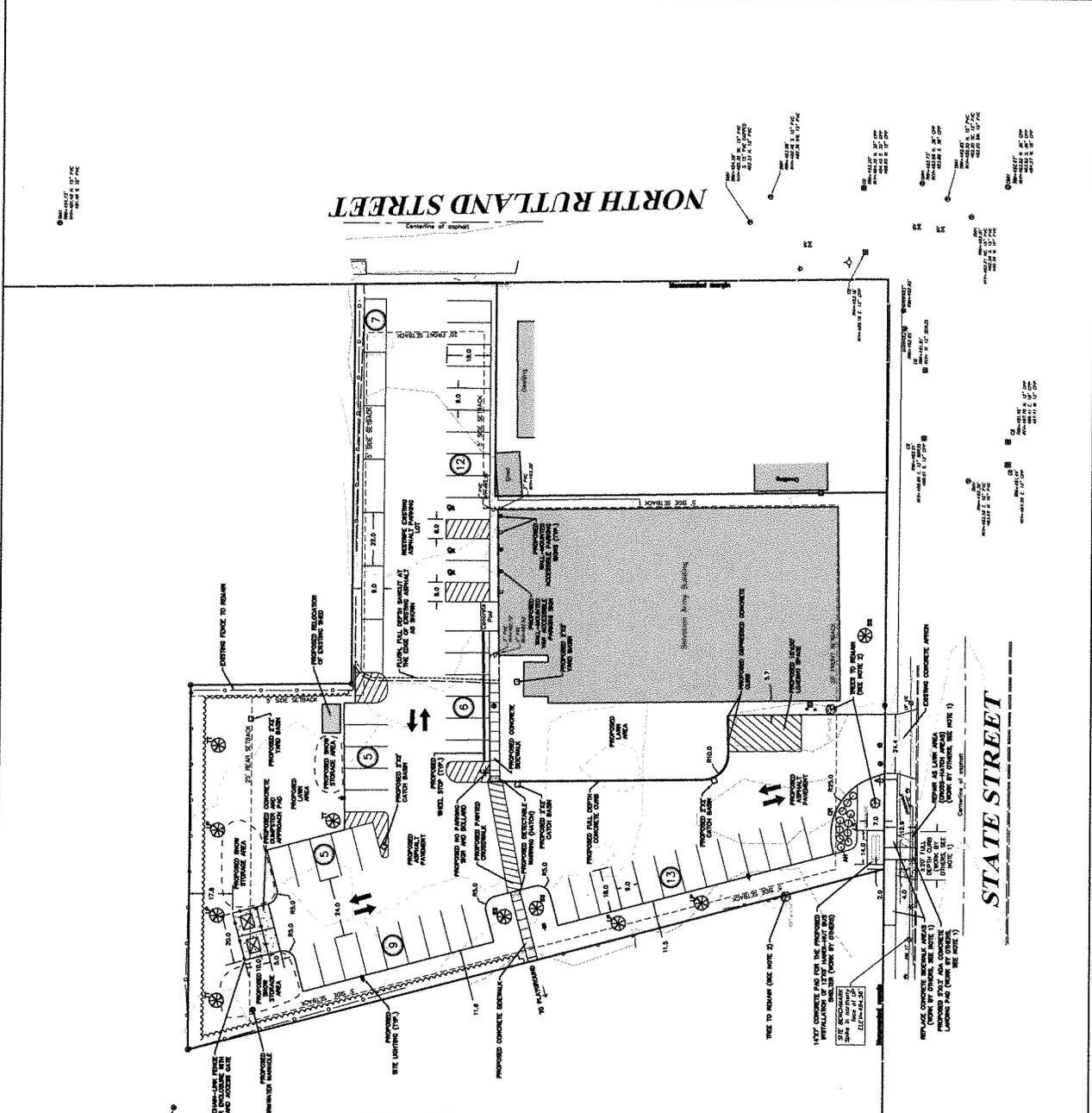
FOR APPROVALS ONLY
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PREPARED FOR:
SALVATION ARMY
CAPTAIN MICHAEL DENNIS SMULLEN
CORPORATE SUPPORT
WATERTOWN, NY 13601
315-234-1720



2017-433 - 3 SEPTEMBER 2019
SALVATION ARMY PARKING LOT EXPANSION - SITE DEVELOPMENT PLANS
CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK





PLANT MATERIAL SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
TT	LIRIODENDRON TUROPYPERA	TULIP TREE	2" CAL.
LP	PLATANUS X GIBBERNA BLOODGOOD	BLOODGOOD LONDON PLANE	2" CAL.
SS	WALNUS SPICATA SNOW	SPRING SNOW CRAWFISH	2" CAL.
AM	HYDRANGEA ARBORESCENS MINIMELLE	MINIMELLE HYDRANGEA	2" CAL.
LS	SPIREA JAPONICA LITTLE PRINCESS	LITTLE PRINCESS SPIREA	2" CAL.
CR	ROSA MEPPATIC	CAHABEE WONDER ROSE	2" CAL.

NOTES:

- ALL TREES TO BE REMOVED WITHIN THE CITY OF WATERTOWN, NEW YORK, SHALL BE REMOVED FROM THE SITE AT THE COMMENCEMENT OF CONSTRUCTION AND SHALL BE REPLANTED TO THE CITY OF WATERTOWN, NEW YORK, AT THE COMMENCEMENT OF CONSTRUCTION. THE REPLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WATERTOWN, NEW YORK, TREE REPLANTING SPECIFICATIONS. THE REPLANTING SHALL BE DONE WITHIN THE CITY OF WATERTOWN, NEW YORK, AND SHALL BE DONE BY THE CONTRACTOR AT HIS OWN EXPENSE.
- ALL TREES TO BE PLANTED SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL TREES TO REMAIN ON THE SITE THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL TREES TO REMAIN ON THE SITE THROUGHOUT THE CONSTRUCTION PERIOD.

GRAPHIC SCALE
 1 inch = 20 feet

FOR APPROVALS ONLY
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C102

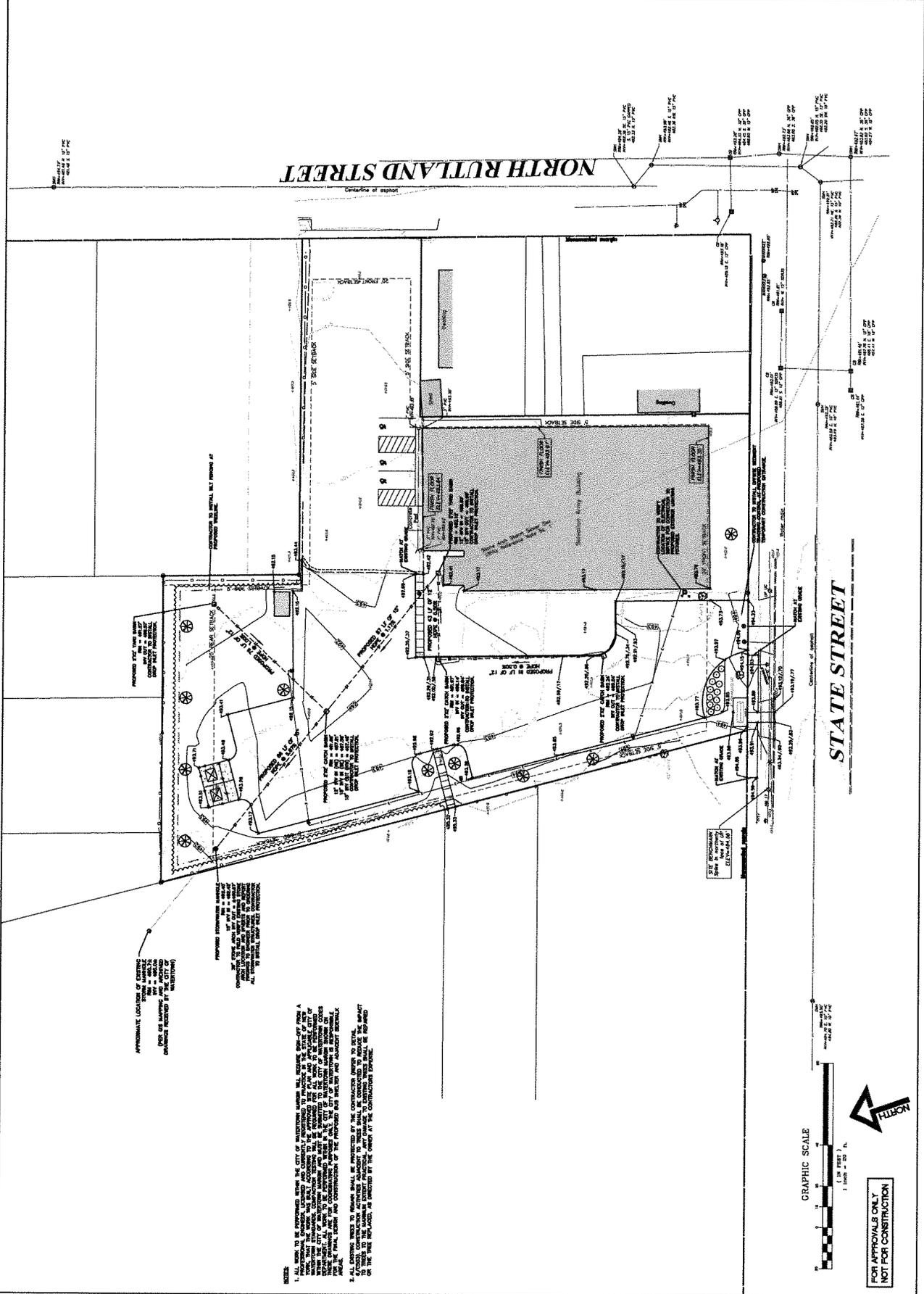
UTILITY AND GRADING PLAN

SALVATION ARMY PARKING LOT EXPANSION
723 STATE STREET
CITY OF WATERTOWN, NEW YORK

PROJECT No. 2017-032
DATE 4/7/2018
DRAWN BY JAC
CHECKED BY JAC
SCALE
SHEET No. 1 OF 1

GYMO
ARCHITECTURE
ENGINEERING
LAND SURVEYING

www.gymodpc.com
1859 US Route 11
Watertown, NY 13601
315-788-3900



STATE STREET

NORTH RUTLAND STREET

NOTES:

1. ALL WORK TO BE PERFORMED UNDER THE CITY OF WATERTOWN. THE CITY OF WATERTOWN HAS THE SOLE RIGHT TO CONTRACT WITH ANY CONTRACTOR FOR THE CONSTRUCTION OF ANY PUBLIC WORKS PROJECT. THE CITY OF WATERTOWN HAS THE SOLE RIGHT TO CONTRACT WITH ANY CONTRACTOR FOR THE CONSTRUCTION OF ANY PUBLIC WORKS PROJECT. THE CITY OF WATERTOWN HAS THE SOLE RIGHT TO CONTRACT WITH ANY CONTRACTOR FOR THE CONSTRUCTION OF ANY PUBLIC WORKS PROJECT.
2. ALL UTILITIES SHOWN SHALL BE PROTECTED BY THE CONTRACTOR UNDER TO BEHALF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF WATERTOWN AND THE STATE OF NEW YORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF WATERTOWN AND THE STATE OF NEW YORK.

APPROXIMATE LOCATION OF UTILITIES
BASED ON RECORDS
AND FIELD SURVEY
CONDUCTED BY THE CITY OF
WATERTOWN

GRAPHIC SCALE
1 inch = 20' ft



FOR APPROVALS ONLY
NOT FOR CONSTRUCTION

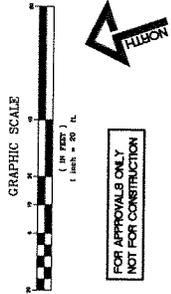
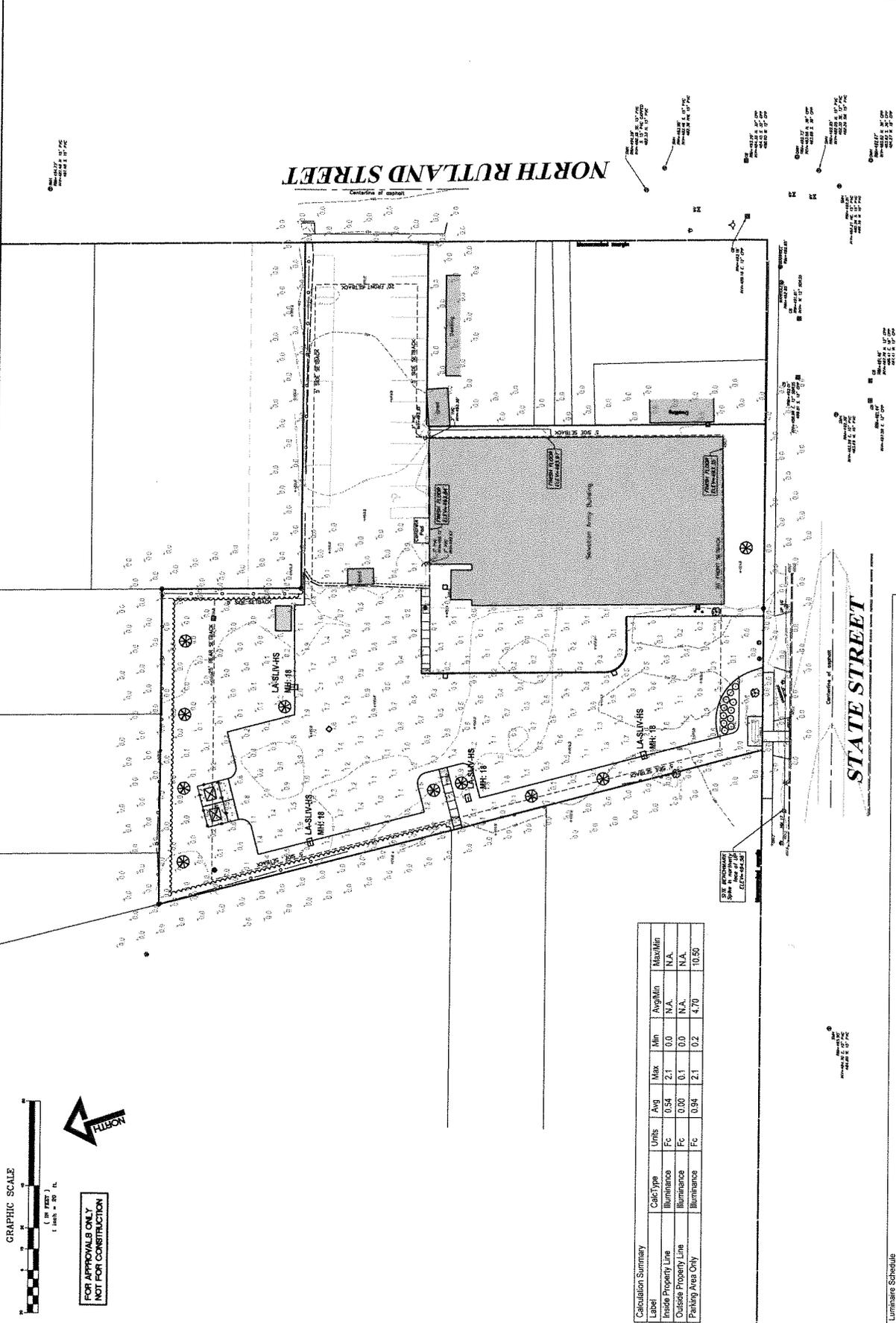
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 INTERIORS
 LAND SURVEYING

CONTRACT NO. 2017-133
 PROJECT NO. 2017-133
 CITY OF WATERLOO, N.Y.
 SALVATION ARMY PARKING LOT EXPANSION

PH101
 PHOTOMETRIC PLAN
 SALVATION ARMY PARKING LOT EXPANSION
 723 STATE STREET
 CITY OF WATERLOO, NEW YORK

DATE: 3/27/2018
 DRAWN BY: GJM
 CHECKED BY: GJM
 DATE: 9/2/2018

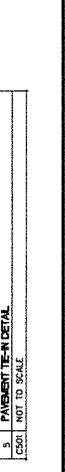
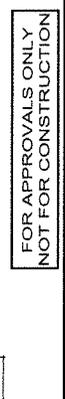
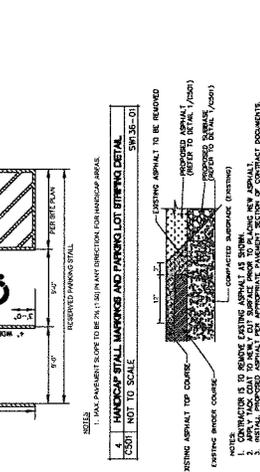
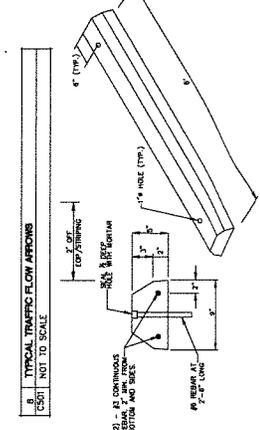
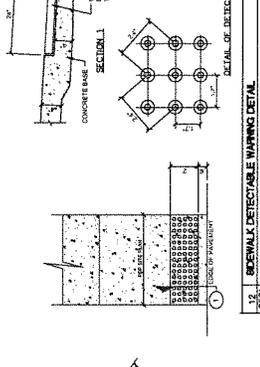
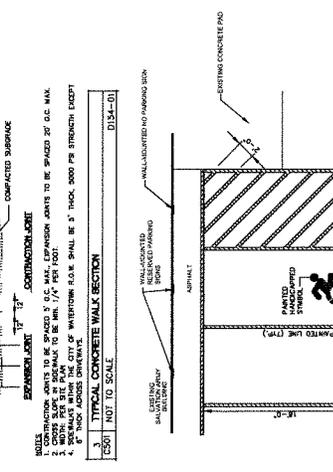
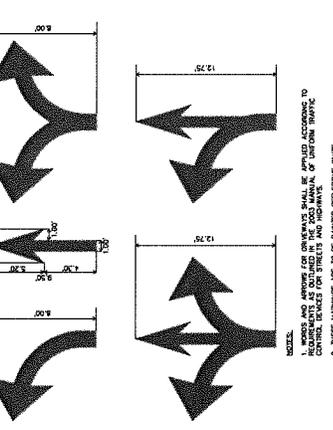
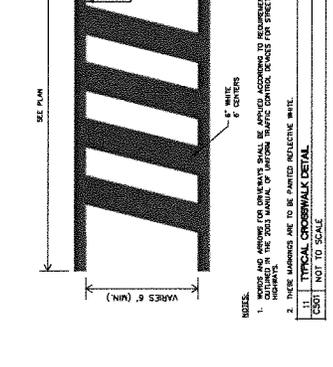
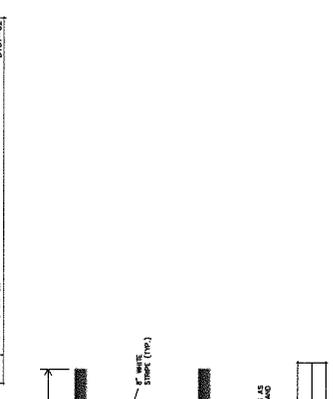
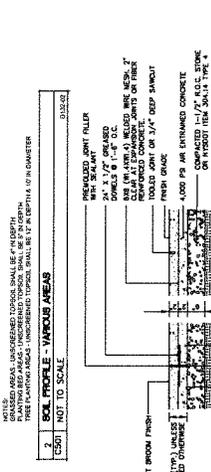
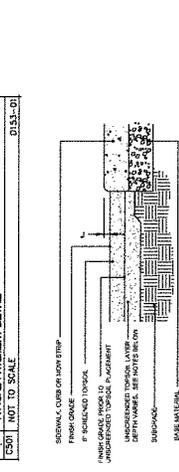
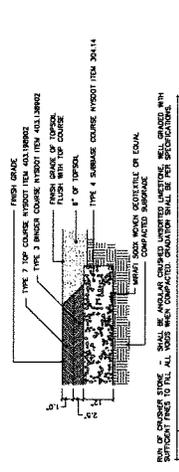
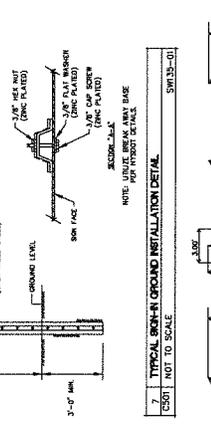
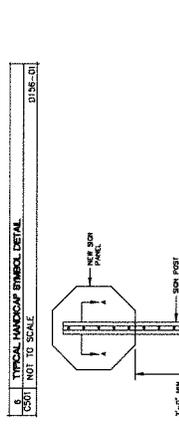
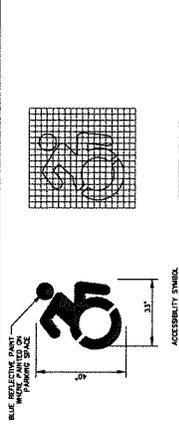
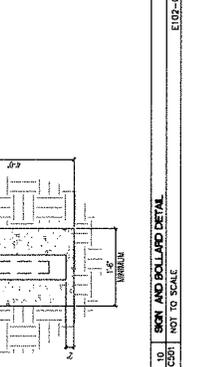
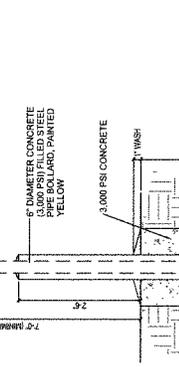
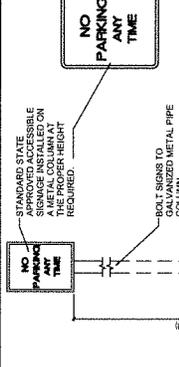
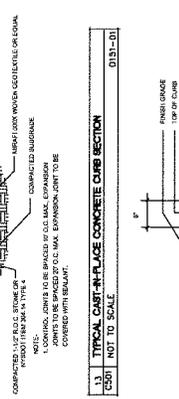
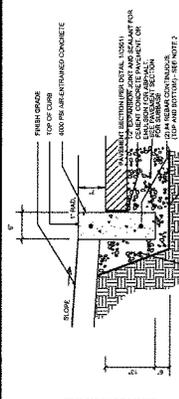


Calculation Summary

Label	Calc Type	Units	Avg	Min	Max	Avg/Min	Max/Min
Inside Property Line	Illuminance	FC	0.54	0.0	2.1	N/A	N/A
Outside Property Line	Illuminance	FC	0.00	0.0	0.1	N/A	N/A
Parking Area Only	Illuminance	FC	0.94	0.2	2.1	4.70	10.50

Luminaire Schedule

Symbol	Label	Qty	Arrangement	LLD	LDD	BF	LLF	Lum. Waits	Arr. Waits	Total Waits	Lum. Lumens	Description
☐	LA-SLV-HS	4	SINGLE	0.920	0.950	1.000	0.974	59	59	236	5160	GFC-AF-81-LED-E1-SL4-HSS



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NOTES:
 1. CONTRACTOR IS TO REMOVE EXISTING ASPHALT AS SHOWN.
 2. ASPHALT SHALL BE REPAIRED TO ORIGINAL FINISH.
 3. ASPHALT SHALL BE REPAIRED TO ORIGINAL FINISH.
 4. ASPHALT SHALL BE REPAIRED TO ORIGINAL FINISH.
 5. ASPHALT SHALL BE REPAIRED TO ORIGINAL FINISH.



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
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 – 723 State Street

DATE: August 29, 2019

Request: Site Plan Approval for a **36-space** parking lot expansion and associated site improvements at **723 State Street**, Parcel Number 6-08-103.100 (Formerly Parcel Numbers 6-08-103.000, 6-08-104.000 and 6-08-170.000, assembled in 2019)

Applicant: Ryan Churchill, P.E., of GYMO, DPC on behalf of The Salvation Army

Proposed Use: Social Service Organization

Property Owner(s): The Salvation Army

Submitted:	
Property Survey: Yes	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: No.

SEQRA: Unlisted

County Review: No

Zoning Information:	
District: Neighborhood Business / 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 pave and stripe a 36-space asphalt parking lot expansion and install a new lawn area adjacent to the existing Salvation Army Building. The applicant states in his cover letter that the project will add approximately 2,500 square feet (SF) of impervious surface. However, a Staff visit to the site revealed that the majority of the existing unpaved area proposed for pavement is currently a permeable gravel groundcover. Staff will therefore consider any proposed asphalt

on an area that is presently gravel to be new impervious surface. The applicant must calculate and submit a revised square-footage estimate for aggregate proposed new impervious surface on the site, which shall include all areas that are presently vegetated or gravel.

In addition, the applicant's cover letter states that there are 21 existing parking spaces on the site, while the Planning Data Table on Sheet C001 states that there are 18 existing spaces. It appears from the submitted sheets that 21 is the actual current total. The applicant must clarify this discrepancy and identify the correct number in the Planning Data Table.

Vehicular and Pedestrian Circulation: Vehicular access would continue to be from both State Street and Rutland Street North. The site will also include a new bus shelter at the southwest corner of the property, serving the A-1 State Street CitiBus route, which the City will install using CDBG funds.

The TP3 drawing depicts the path of a City fire truck making a right turn into the site from the westbound lane of State Street. The applicant must also depict the path of a City fire truck making a left turn into the site from the eastbound lane of State Street.

The plan also depicts a proposed loading space at the south end of the site, although there are no doors to the building in its vicinity. The rationale for this location is the potential for the Salvation Army to construct a kitchen addition on the west side of the building at some point in the future. In addition, none of the drawings depict the sidewalk that runs along State Street in front of the building. This is an important part of pedestrian circulation, and the applicant should either add this sidewalk connection to the plans or explain the omission.

Landscaping and Buffer Zones: Section 310-59B of the Zoning Ordinance states that 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 the front, side and rear yards which adjoin these uses."

As indicated in the Zoning Information table above, the subject parcel is split-zoned between Neighborhood Business and Residence C, with the rear section of the subject parcel in the Residence C District. Therefore, the Zoning Ordinance requires 15' wide landscaped buffers on the north and west parcel boundaries adjacent to the rear parking bay, as depicted on the attached map. While the site plan, as submitted, meets this requirement with a proposed 17.8' buffer in the rear, it only depicts an 11.6' wide buffer along the western side property line.

The applicant is concurrently applying for a zone change that would create uniform Neighborhood Business zoning on the parcel. Under Section 310-59A of the Zoning Ordinance, the minimum mandatory buffer would then only be five feet, as required by that section when any land use in a nonresidential district abuts land in any residential district. The proposed 11.6' wide buffer would then become legal following the zone change.

To meet the buffer zone requirements of the Zoning Ordinance, the applicant proposes a lawn area and new trees on the west and north sides of the proposed parking area. Along the west property line, four new deciduous (2" caliper) trees are proposed, a large diameter maple tree will remain and a thick existing brush line will remain. Along the rear or northern property line, the only landscaping proposed is grass, although a vine-covered fence exists that provides some level of screening for the neighboring residences located to the north.

The Planning Board's adopted Landscape and Buffer Zone Guidelines recommend one large deciduous tree every 35 feet or one small to medium deciduous tree every 20 feet *or* one large maturing coniferous tree, stagger planted every 15 feet to separate Neighborhood Business Districts and residential districts. In addition, the applicant should provide a six-foot fence. As noted above, an existing fence appears on the plans; however, there are no trees or shrubs along the northern border.

The applicant must provide one large maturing deciduous tree every 35 feet *or* one small to medium maturing deciduous tree every 20 feet *or* one large maturing coniferous tree, stagger planted every 15 feet along the northern property line to screen and buffer the adjacent residences. Finally, the applicant must add tree protection details for all trees proposed to remain.

Side Yard Accessory Uses: The applicant proposes to move the existing storage shed from its present location behind the primary building to a new side-yard location on the proposed lawn area. Section 310-35 of the Zoning Ordinance states that "Accessory buildings may not occupy any required open space other than a rear yard." The applicant must either relocate the shed within the rear yard or obtain a Use Variance from the ZBA granting the applicant permission to locate it in the side yard.

SEQR: The applicant indicated in his response to Question 5a that the proposed action is a permitted use under the zoning regulations. As described above, the proposed side-yard shed is not a permitted use and would require a Use Variance to be legal. If the applicant wishes to pursue a Use Variance, then he must change the answer to question 5a from "Yes" to "No." If the applicant relocates the shed to the rear yard, the answer would remain "Yes."

In addition, to prevent SEQR segmentation, the Lead Agency under SEQRA, which in this case is the City Council, must consider the site plan and zone change as one action. To that end, the applicant must add a sentence to the "Brief Description of Proposed Action" field in the Short EAF that states that the zone change is part of this action. The applicant must submit a new EAF that contains this change in order for City Council to act on the applicant's request.

Engineering Comments: The City Engineering Department recommends using a cast iron detectable warning tile in the sidewalk to prevent chipping and flaking from snow removal during winter months. In addition, sidewalks should have a light broom finish.

Miscellaneous: As the Planning Board will note, while there is only one listed address for this project (723 State St), there are three Parcel Numbers identified in the applicant's cover letter. This is because the property owner assembled these three parcels during Calendar Year 2019. They are presently one singular mailing address. However, for tax purposes, the new single Parcel Number that the City's Assessment Department assigned will not take effect until Tax Year 2020. This is the reason for the discrepancy in the cover letter versus the information table above.

Permits: The applicant must obtain all of the following permits, minimally, prior to construction: Building Permit, Sidewalk Permit and a Storm Sewer Permit.

In the event that the applicant anticipates disturbing more than one acre, a Stormwater Pollution Prevention Plan (SWPPP) would be necessary prior to any work commencing.

Summary:

1. The applicant must submit a revised square-footage estimate for aggregate proposed new impervious surface on the site, which shall include all areas that are presently vegetated or gravel.
2. The applicant must identify the correct number of existing parking spaces in the Planning Data Table.
3. The applicant must depict the path of a City fire truck making a left turn into the site from the eastbound lane of State Street on Sheet TP3.
4. The applicant should either add the existing State Street sidewalk to the plans or explain its omission.
5. The applicant must provide one large maturing deciduous tree every 35 feet *or* one small to medium maturing deciduous tree every 20 feet *or* one large maturing coniferous tree, stagger planted every 15 feet along the northern property line to screen and buffer the adjacent residences and add tree protection details to the plans for all trees proposed to remain.
6. The applicant must either relocate the shed within the rear yard or obtain a Use Variance from the ZBA granting permission to locate it in the side yard.
7. The applicant must submit a new SEQR Short EAF that includes a sentence in the “Brief Description of Proposed Action” field that states that the zone change is part of this action.
8. The applicant should consider the sidewalk recommendations in the “Other Engineering Comments” section above.
9. The applicant must obtain all of the following permits, minimally, prior to construction: Building Permit, Sidewalk Permit and a Storm Sewer Permit.

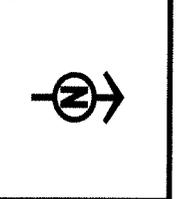
cc: Ryan Churchill, P.E., GYMO, DPC, 18969 U.S. Route 11, Watertown, NY 13601
Major Dennis Smullen, The Salvation Army, 723 State Street, Watertown, NY 13601
Ben Arquitt, Civil Engineer I



- Required 15' Landscape Buffer
- RESIDENCE C
- NEIGHBORHOOD BUSINESS

CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793
 EMAIL: gis@watertown-ny.gov

Drawn By:	
Date: 8/27/2019	
Approved By:	
Date:	
Scale: 1 inch = 60 feet	
Map Number:	
Revision:	Description of Revision:
Date:	By:



Project: 723 State St
 Title: Required 15' Landscape Buffer

SITE PLAN APPROVAL
723 STATE STREET, PARCEL NUMBER 6-08-103.100

The Planning Board then considered a request submitted by Ryan Churchill, P.E., of GYMO, DPC on behalf of The Salvation Army for a 36-space parking lot expansion and associated site improvements at **723 State Street**, Parcel Number 6-08-103.100.

Mr. Olley represented this request as well.

Mr. Coburn noted a number of summary items on Staff's memorandum. Mr. Olley said that Ms. Kibling had sent Staff an email earlier in the day addressing most of the conditions. Mr. Urda then confirmed that Staff had received the email. Mr. Coburn then asked Mr. Olley if he would like to go through the summary items one-by-one.

Mr. Olley then addressed the first summary item, which required the applicant to submit a revised square-footage estimate for aggregate proposed new impervious surface on the site. Mr. Olley said that his team estimated that the project would add approximately 15,170 SF of impervious surface and that he had edited the cover letter accordingly.

Mr. Olley then addressed the second summary item, which required the applicant to identify the correct number of existing parking spaces in the Planning Data Table. Mr. Olley said that GYMO identified 21 existing spaces. He explained that the striping in the lot was almost impossible to discern, but 21 was what they counted that could fit, so that was the number they were using.

Mr. Olley then addressed the third and fourth summary items, which required the applicant to depict the path of a City fire truck making a left turn into the site from the eastbound lane of State Street, as well as add the existing State Street sidewalk to the plans. Mr. Olley said that his team had added both of these items to the plans.

Mr. Olley then addressed the fifth summary item, which required the applicant to provide trees along the northern property line to screen and buffer the adjacent residences and add a tree protection detail to the plans for all trees proposed to remain. Mr. Olley said that the revised plan shows the required plantings, and that they had recently planted additional cedars on the site as well. He said they also added the tree protection detail.

Mr. Olley then addressed the sixth summary item, which required the applicant to either relocate the shed within the rear yard or obtain a Use Variance from the ZBA granting permission to locate it in the side yard. Mr. Olley said that the revised plans now depicted this shed in the rear yard. He said the rationale for its original location in the side yard was the proposed kitchen addition that was still pending a funding source.

Mr. Olley then addressed the seventh summary item, which required the applicant to submit a new SEQR Short EAF that includes a sentence in the "Brief Description of Proposed Action" field that states that the zone change is part of this action. Mr. Olley said that he had made this change and submitted a new Short EAF.

Mr. Olley then addressed the eighth summary item, which required the applicant to consider adding two sidewalk improvement recommendations from the City Engineering Department. Mr. Olley said that GYMO had added them both. Ms. Kibling then briefly explained to the Planning Board the technical details of both improvements.

Mr. Lumbis then said that the applicant had satisfied all the summary items except the ninth one, which dealt with the permitting process. Mr. Coburn then asked if Staff had reviewed the revised plans to verify that the applicant had made all the required changes. Mr. Urda said that he had reviewed the revised plans earlier in the day and could confirm that they included all the changes Mr. Olley had discussed.

Ms. Capone then moved to recommend that the City Council approve the request for site plan approval submitted by Ryan Churchill, P.E., of GYMO, DPC on behalf of The Salvation Army for a 36-space parking lot expansion and associated site improvements at **723 State Street**, Parcel Number 6-08-103.100, as shown on the revised site plans submitted to the City on September 3, 2019, contingent upon the following:

1. The applicant must obtain all of the following permits, minimally, prior to construction: Building Permit, Sidewalk Permit and a Storm Sewer Permit.

Mr. Johnson seconded the motion and all voted in favor.

Mr. Olley then asked what the next steps were. Mr. Lumbis replied that the City Council, at its September 16, 2019 meeting, would set a public hearing for the zone change for its October 7, 2019 meeting, at which time the Council would also be free to act on the site plan.

Ms. Capone then moved to adjourn the meeting. Mr. Coburn seconded the motion and all voted in favor. The meeting was adjourned at 3:27 p.m.



CITY OF WATERTOWN, NEW YORK

DEPARTMENT OF ENGINEERING

Room 305, Municipal Building
245 Washington Street
Watertown, New York 13601

Tel. (315) 785-7740
Fax (315) 785-7829

October 1, 2019

To: Richard M. Finn, City Manager
From: Thomas M. Maurer, Interim City Engineer
Subject: Change Order No. 1 for the Sidewalk Improvement Project District 13,
Luck Brothers, Inc.

Change order No. 1 was necessary to complete the project due to change in the estimated quantities. Some homeowners elected to add on to the initial scope of work and agreed to full frontage or other quantities over the initial inspection which amounted to \$14,904. Unfortunately the City will be required to pay this additional cost because these effected property owners hit the \$3,000 cap established by the City.

1.06.08	4" CONCRETE SIDEWALK OVER 16'	1501 SF @ \$10.00/SF
1.06.011	6" CONCRETE SIDEWALK UP TO 16'	8 SF @ \$16.50/SF
1.06.12	6" CONCRETE SIDEWALK OVER 16'	992 SF @ \$11.00
1.12.00	ASPHALT REPAIR	169.78 SY @ \$87.00/SY
Extra	Replace exiting retaining wall	\$13,582.00

Total change order \$44,643.63

Original Contract Amount	\$244,438.00
Total Contract to Date w/C.O. 1	\$289,081.63
Home Owner Responsibility	\$116,921.60
Cost to the City	\$172,460.03

City Manager Recommends Approval

RESOLUTION

Page 1 of 1

Accepting Change Order No. 1
for the Central Street Sidewalk
Reconstruction Project

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

YEA	NAY

Introduced by

WHEREAS on February 19, 2019, the City Council accepted the bid from Luck Brothers, Inc. for the Sidewalk Improvement Project District 13 in the amount of \$244,438, per City specifications, and

WHEREAS Luck Brothers, Inc, has submitted Change Order No. 1 in the amount of \$44,643.63 for additional work that was requested by the City and additional work that was required to complete the project,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby accepts Change Order No. 1 submitted by Luck Brothers, Inc. in the amount of \$44,643.63 for the Central Street Sidewalk Reconstruction Project, bringing the total amount of the contract to \$289,081.63, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all documents necessary to accept Change Order No. 1 on behalf of the City.

Seconded by

Change Order

No. 1

Date of Issuance: 7/22/2019 Effective Date: 9/03/19 October 7, 2019

Project: Sidewalk Improvement Project District 13	Owner: City of Watertown	Owner's Contract No.:
Contract:		Date of Contract: March 11, 2019
Contractor: Luck Bros.		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
SEE SUPPORTING DOCUMENTATION

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
----------------------------------	----------------------------------

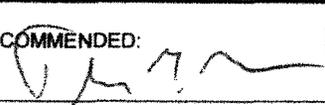
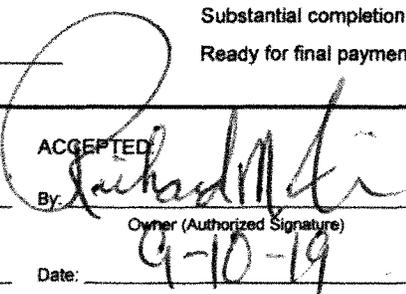
Original Contract Price: <u>\$244,438.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
---	--

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: <u>\$0</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
--	---

Contract Price prior to this Change Order: <u>\$244,438.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
---	---

[Increase] [Decrease] of this Change Order: <u>\$44,643.63</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
---	--

Contract Price incorporating this Change Order: <u>\$289,081.63</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
--	--

RECOMMENDED: By:  Engineer (Authorized Signature) Date: <u>8/20/2019</u>	ACCEPTED: By:  Owner (Authorized Signature) Date: <u>9-10-19</u>	ACCEPTED: By:  Contractor (Authorized Signature) Date: <u>8/19/2019</u>
Approved by Funding Agency (if applicable): _____ Date: _____		



CITY OF WATERTOWN, NEW YORK

DEPARTMENT OF ENGINEERING

Room 305, Municipal Building
245 Washington Street
Watertown, New York 13601

Tel. (315) 785-7740

Fax (315) 785-7829

August 19th, 2019

Sidewalk Improvement Project District #13 Change Order No. 1

Change order No. 1 is necessary to complete the project due to change in quantities that were necessary to finish the contracted work. Some homeowners elected to add on to the initial scope of work and agreed to full frontage or other quantities over the initial inspection. There was also a difference in actual replaced walks at specific properties vs. the approximate estimate of the assumed 4'x4' block.

1.06.08	4" CONCRETE SIDEWALK OVER 16'	1501 SF @ \$10.00/SF
1.06.011	6" CONCRETE SIDEWALK UP TO 16'	8 SF @ \$16.50/SF
1.06.12	6" CONCRETE SIDEWALK OVER 16'	992 SF @ \$11.00
1.12.00	ASPHALT REPAIR	169.78 SY @ \$87.00/SY
	Retaining wall replacement	\$13,582.00
Total change order		\$44,643.63

Sean O'Connor
Sr. Engineering Technician

Res No. 7

October 1, 2019

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 Downtown Revitalization Initiative Contract Number C1001300

The City of Watertown has been awarded funding from the New York State Downtown Revitalization Initiative Program for various projects in the downtown area including \$2,350,000 in grant funding that will be managed by the New York State Department of State (NYS DOS).

The project to be administered by the City, entitled *Improve the Pedestrian Environment in Downtown Watertown*, will allow the City to undertake various public improvements in the downtown including streetscape enhancements to the Court Street, the 200 Block of Franklin Street and the 200 Block of Coffeen Street, improvements to the Public Square Fountain, enhancements to the Governor Flower Monument and a branded and coordinated wayfinding signage system.

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

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

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 Downtown Revitalization Initiative Contract Number C1001300

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

YEA	NAY

Introduced by

WHEREAS the City of Watertown has been awarded funding from the New York State Downtown Revitalization Initiative for various projects in the downtown area, and

WHEREAS \$2,350,000 in grant funding will be managed by the New York State Department of State (NYS DOS) for a project entitled *Improve the Pedestrian Environment in Downtown Watertown*, and

WHEREAS the grant will provide for public improvements in the downtown including streetscape enhancements to Court Street, Franklin Street and Coffeen Street, improvements to the Public Square Fountain, enhancements to the Governor Flower Monument and a branded and coordinated wayfinding signage system, 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: C1001300</p> <p>CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>WATERTOWN CITY OF</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>n/a</p>	<p>PROJECT NAME:</p> <p>Improve the Pedestrian Environment in Downtown Watertown</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS VENDOR ID Number: 1000002584 Federal Tax ID Number: 15-6000419 DUNS Number (if applicable): n/a</p>	<p>AGENCY IDENTIFIER: 18-DRI-47</p> <p>CFDA NUMBER (Federally Funded Grants Only): n/a</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>City of Watertown 245 Washington Street Watertown, NY 13601</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: n/a</p> <p>Exemption Status/Code: 3A/02 <input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: FROM: 9/1/2019 TO: 6/30/2024</p> <p>CURRENT CONTRACT PERIOD: FROM: 9/1/2019 TO: 6/30/2024</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: \$2,350,000.00</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:

- | | |
|---|--|
| <p><input checked="" type="checkbox"/> Attachment A:</p> <p><input checked="" type="checkbox"/> Attachment B:</p> <p><input checked="" type="checkbox"/> Attachment C: Work Plan</p> <p><input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule</p> <p><input type="checkbox"/> Other:</p> | <p><input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions</p> <p><input type="checkbox"/> A-2 Federally Funded Grants</p> <p><input checked="" type="checkbox"/> B-1 Expenditure Based Budget</p> <p><input type="checkbox"/> B-2 Performance Based Budget</p> <p><input type="checkbox"/> B-3 Capital Budget</p> <p><input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)</p> <p><input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)</p> <p><input type="checkbox"/> B-3(A) Capital Budget (Amendment)</p> |
|---|--|

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: _____

City of Watertown - Contract C1001300
 Improve the Pedestrian Environment in Downtown Watertown

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: Michael Lumbis Title: Planning and Community Affiliation: City of Watertown Email: mlumbis@watertown-ny.gov Phone: 315-785-7734	
Contact Person #2	Name: Title: Affiliation: Email: Phone:	

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?	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 all 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 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, and that MWBE Form D will be resubmitted each time any new MWBE subcontractors are selected during the life of the contract.	YES	NO
Confirm that the Vendor Responsibility Questionnaire has been completed for any known subcontractors listed for \$100,000 or more, 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: _____

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
Offeror's Name:		Subcontractor'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	Work force by Gender		Work force by Race/Ethnic Identification						
	Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)	Disabled (M) (F)	Veteran (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:

Address:

City, State, Zip Code:

Telephone No.:

Region/Location of Work:

Federal Identification No.:

Project/Contract No.:

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

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.

TELEPHONE NO.: REVIEWED BY:	PREPARED BY (Signature): DATE:	EMAIL ADDRESS: FOR M/WBE USE ONLY	NAME AND TITLE OF PREPARER (Print or Type):
DATE:	SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	DATE:	UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO 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 NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO	Date: _____ 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 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 an MWBE Utilization Plan for the Contract within two weeks following 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, and that such MWBE Utilization Plan shall be submitted through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>. 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:



**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).
Contract Number: # C1001300

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.

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.

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 7/27/17)

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:	<u>opdcontracts@dos.ny.gov</u>

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. The Department’s New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise (“MBE”) and the Women-owned Business Enterprise (“WBE”) utilization goals, are set forth in the Attachment B “Budget”, based on the current availability of MBEs and WBEs.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2(a) hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

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

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

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

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

- d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1) Evidence of outreach to MWBEs;
 - 2) Any responses by MWBEs to the Contractor's outreach;
 - 3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
 - 5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.
3. Equal Employment Opportunity ("EEO")
- a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
 - b. In performing the Contract, the Contractor shall:
 - 1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
 - 3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).

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

c. Form B - Staffing Plan

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

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

d. Form C - Workforce Utilization Report

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

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

4. MWBE Utilization Plan

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

5. Waivers

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

6. Quarterly MWBE Contractor Compliance Report.

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

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

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

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

7. Liquidated Damages - MWBE Participation

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

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 2/1/18)

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

1. The Department of State (Department) administers transformative housing, economic development, transportation and community projects through the Downtown Revitalization Program (DRI).
2. The State determined to fund Contractor's project, which is described in Attachment C (Program Work Plan).
3. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C Program Work Plan) are provided pursuant to an appropriation of funds made in the New York State Capital Projects Budget – Dedicated Infrastructure Investment Fund / Infrastructure Investment Account.
4. 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 must be original, completed with the Contractor's signature, and the completed 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.
5. No liabilities are to be incurred beyond the contract period and no costs will be reimbursed for such liabilities unless all of the following conditions have been met: 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.
6. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the State may provide a no-cost time extension. The parties shall revise or complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.
7. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible

for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.

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

C. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, current Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insureds thereunder.
4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would

suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 for 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 for 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. Environmental Review

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

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

Budget Summary:	Local Match	State Funds	Total Budget
	0%	100%	
A. Salaries	\$ 0.00	\$ 0.00	\$ 0.00
B. Travel	\$ 0.00	\$ 0.00	\$ 0.00
C. Supplies	\$ 0.00	\$ 0.00	\$ 0.00
D. Equipment	\$ 0.00	\$ 0.00	\$ 0.00
E. Contractual Services	\$ 0.00	\$ 2,350,000.00	\$ 2,350,000.00
F. Other	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 0.00	\$ 2,350,000.00	\$ 2,350,000.00

MWBE Goals:		
State funds subject to MWBE goals		\$ 2,350,000.00
MBE Goal	15%	\$ 352,500.00
WBE Goal	15%	\$ 352,500.00

Budget Detail
Page 1 of 1

A. SALARIES (including fringe benefits)	Local Match	State Funds	Total Budget
	\$ 0.00	\$ 0.00	\$ 0.00

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

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

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

E. CONTRACTUAL SERVICES	Local Match	State Funds	Total Budget
Contractual services for design and improvements related to the downtown streetscape and the Strauss Memorial Walkway Subcontractor: To be determined	\$ 0.00	\$ 1,875,000.00	\$ 1,875,000.00
Contractual services for design and installation of improvements to Public Square Fountain Subcontractor: To be determined	\$ 0.00	\$ 55,000.00	\$ 55,000.00
Contractual services for improvements related to the Governor Flower Monument Subcontractor: To be determined	\$ 0.00	\$ 100,000.00	\$ 100,000.00
Contractual services for the development of a branding and coordinated wayfinding signage system Subcontractor: To be determined	\$ 0.00	\$ 320,000.00	\$ 320,000.00
	\$ 0.00	\$ 2,350,000.00	\$ 2,350,000.00

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

ATTACHMENT C - WORK PLAN

Improve the Pedestrian Environment in Downtown Watertown

1. Project Description

The City of Watertown (“Contractor”) will advance Downtown Revitalization Initiative projects including:

Project Component 1: Streetscaping and Beautification for Downtown Walkability

The City of Watertown will design and construct enhancements to Franklin Street, Court Street and Coffeen Street to make the public realm more inviting to pedestrians and strengthen the downtown business environment. The City will also design and construct enhancements to the Strauss Memorial Walkway to provide a more inviting and safe pedestrian connection between Public Square, the JB Wise parking lot, and JB Wise Place. Improvements in these areas will include site preparation, drainage, sidewalks, curbing, walkway paving, railings, lighting, landscaping, plantings and public art.

Project Component 2: Public Square Fountain Enhancement

The City of Watertown will improve the Public Square Fountain and adjacent public space by designing and installing a replica of the wrought-iron decorative fence that once surrounded the fountain, repainting the fountain itself, and making any repairs necessary to implement the fencing and painting projects. The project recognizes the integral role of the fountain in one of Watertown’s premier public spaces by undertaking necessary aesthetic improvements.

Project Component 3: Governor Flower Monument Enhancement

The City of Watertown will enhance and protect the 1903 Governor Flower Monument to maintain its safety and presence as a gateway to Public Square. In addition to select visual and accessibility enhancements, the City of Watertown will install barriers to prevent large vehicles from damaging the sculpture installation.

Project Component 4: Coordinate and Install Wayfinding Signage

The City of Watertown will create a branded and coordinated wayfinding signage system to provide direction to downtown attractions and parking facilities. The project includes brand development, location strategizing, fabrication and installation of the signage, and a Downtown website/app to allow users to locate key locations and obtain information on electronic devices. Signage types may include directional, gateway, and interpretive signs as well as information kiosks.

2. Required Products

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

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

- Draft products: one electronic copy of each product must be submitted in Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution and Microsoft Word, if applicable.
- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products. Formal metadata must be provided with all digital GIS data which includes, at minimum, a file summary/abstract, intended use, data, source data, and author information.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented and include any associated metadata (including the photo's GPS location where available).

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.

4. Project Tasks

Project Component 1 – Design and Construct Improvements Related to Downtown Streetscape and Strauss Memorial Walkway

Task 1.1: Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor shall retain professional services through the locally approved procurement process per General Municipal Law. 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.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

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 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 this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution

of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures. Draft and final, executed consultant subcontracts.

Task 1.2: Draft Design

The Contractor shall prepare, or cause to be prepared, draft designs based upon the conceptual designs from Watertown's Downtown Revitalization Initiative Strategic Investment Plan, an assessment of traffic flows and the walkability of the target design area, other available documents, and public input. The draft design shall include all required maps, tables, data, written discussions, and other information as identified in the contract and subcontract work plans. The draft design shall be provided to the Department and the public for review. Comments from the Department and the public must be addressed to the satisfaction of the Department in subsequent revisions of the final design.

Products: Draft design and supporting materials.

Task 1.3: Environmental Quality Review

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

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

Task 1.4: Final Design and Construction Documents

The Contractor shall prepare, or cause to be prepared, the final design and construction drawings, plans, specifications, and cost estimates. The final design and construction documents shall be provided to the Department for review. Final design and construction documents are subject to approval by the Department. These documents must be certified by a licensed professional engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 1.5: Permits

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

Products: Copies of all required permits and approvals shall be submitted to the Department upon receipt.

Task 1.6: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor shall prepare and distribute, or cause to be prepared and distributed, a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the Department for review and comment.

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

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

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

Task 1.7: Project Signage

The Contractor shall install, or cause to be installed, a sign satisfactory to the Department identifying the State's funding of the project. The project sign shall remain in place for at least 60 days after completion of construction or initial occupancy, whichever duration is longer.

Products: Department-approved sign design, and photo-documentation that sign is installed in project area.

Task 1.8: Construction, Construction Management and Site Inspection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor shall provide, or cause to be provided, notification to the Department monthly (or more frequently) in writing, of work progress, including any delays which have occurred. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

The Contractor and/or the Department shall verify progress and completion of the work through periodic site inspections. The Contractor or its consultant(s) shall submit to the Department written summaries of progress including photo documentation and identification of problems to be addressed based on periodic site inspections.

Products: Written summary of periodic site visits including photo-documentation and identification of any problems that need to be addressed. Punch list and construction completion estimates.

Task 1.9: Completion of Streetscape, Beautification, and Walkway Improvements

Following satisfaction of punch list items, the Contractor shall submit, or cause to be submitted, a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by a licensed professional engineer, architect or landscape architect. Unless otherwise specified during project kick-off meeting, the Contractor shall submit, or cause to be submitted, two sets of as-built plans, certified by a licensed professional engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to the Department, including a copy of the completion statement and a copy of the certified as-built plans and photo-documentation in the form of digital images of the site prior to, during and upon completion of work. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to the Department, until the Department concurs that the work is complete.

Products: Statement of completion, certified as-built plans, and final project report including photo-documentation.

Project Component 2 – Design and Install Public Square Fountain Improvements

Task 2.1: Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor shall retain professional services through the locally approved procurement process per General Municipal Law. 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.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

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 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 this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures. Draft and final, executed consultant subcontracts.

Task 2.2: Draft Design

The Contractor prepare, or cause to be prepared, a draft design of the ornamental fencing, paint colors, and any repairs proposed for the Public Square Fountain. The draft design shall be provided to the Department and the public for review. Comments from the Department and the public must be addressed to the satisfaction of the Department in subsequent revisions of the final design.

Products: Draft design and supporting materials.

Task 2.3 Environmental Quality Review

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

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

Task 2.4: Final Design and Installation Documents

The Contractor shall prepare, or cause to be prepared, the final design and installation drawings, plans, specifications, and cost estimates. The final design and installation documents shall be provided to the Department for review.

Products: Final design and installation documents.

Task 2.5: Permits

The Contractor shall prepare, or cause to be prepared, the necessary permit or other approval applications and obtain the required permits or approvals.

Products: Copies of all required permits and approvals shall be submitted to the Department upon receipt.

Task 2.6: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor shall prepare and distribute, or cause to be prepared and distributed, a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the Department for review and comment.

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

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

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

Task 2.7: Project Signage

The Contractor shall install, or cause to be installed, a sign satisfactory to the Department identifying the State's funding of the project. The project sign shall remain in place for at least 60 days after completion of construction or initial occupancy, whichever duration is longer.

Products: Department-approved sign design, and photo-documentation that sign is installed in project area.

Task 2.8: Construction, Construction Management and Site Inspection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may install improvements according to the final design and installation documents.

The Contractor and/or the Department shall verify progress and completion of the work through periodic site inspections. The Contractor or its consultant(s) shall submit to the Department a written summary of progress including photo documentation and identification of problems to be addressed based on site inspections.

Products: Written summary of site visits including photo-documentation and identification of any problems that need to be addressed.

Task 2.9: Completion of Public Square Fountain Improvements

Following satisfaction of punch list items, the Contractor shall submit, or cause to be submitted, a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and all permit requirements. When the Contractor is satisfied work is complete, it shall submit a final project report to the Department, including photo-documentation in the form of digital images of the site prior to, during and upon completion of work. The Contractor shall not submit a final payment request to the Department, until the Department concurs that the work is complete.

Products: Statement of completion and final project report including photo-documentation.

Project Component 3 - Governor Flower Monument Enhancement

Task 3.1: Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor shall retain professional services through the locally approved procurement process per General Municipal Law. 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.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

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 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 this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures. Draft and final, executed consultant subcontracts.

Task 3.2: Draft Design

The Contractor prepare, or cause to be prepared, a draft design of the safety, visual, and accessibility enhancements proposed for the Governor Flower monument. The draft design shall be provided to the Department and the public for review. Comments from the Department and the public must be addressed to the satisfaction of the Department in subsequent revisions of the final design.

Products: Draft design and supporting materials.

Task 3.3 Environmental Quality Review

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

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

Task 3.4: Final Design and Installation Documents

The Contractor shall prepare, or cause to be prepared, the final design and installation drawings, plans, specifications, and cost estimates. The final design and installation documents shall be provided to the Department for review.

Products: Final design and installation documents.

Task 3.5: Permits

The Contractor shall prepare, or cause to be prepared, the necessary permit or other approval applications and

obtain the required permits or approvals.

Products: Copies of all required permits and approvals shall be submitted to the Department upon receipt.

Task 3.6: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor shall prepare and distribute, or cause to be prepared and distributed, a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the Department for review and comment.

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

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

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

Task 3.7: Project Signage

The Contractor shall install, or cause to be installed, a sign satisfactory to the Department identifying the State's funding of the project. The project sign shall remain in place for at least 60 days after completion of construction or initial occupancy, whichever duration is longer.

Products: Department-approved sign design, and photo-documentation that sign is installed in project area.

Task 3.8: Construction, Construction Management and Site Inspection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may install improvements according to the final design and installation documents.

The Contractor and/or the Department shall verify progress and completion of the work through periodic site inspections. The Contractor or its consultant(s) shall submit to the Department a written summary of progress including photo documentation and identification of problems to be addressed based on site inspections.

Products: Written summary of site visits including photo-documentation and identification of any problems that need to be addressed

Task 3.9: Completion of Governor Flower Monument Enhancements

Following satisfaction of punch list items, the Contractor shall submit, or cause to be submitted, a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and all permit requirements. When the Contractor is satisfied work is complete, it shall submit a final project report to the Department, including photo-documentation in the form of digital images of the site prior to, during and upon completion of work. The Contractor shall not submit a final payment request to the Department, until the Department concurs that the work is complete.

Products: Statement of completion and final project report including photo-documentation.

Project Component 4 - Branding and Wayfinding Signage

Task 4.1: Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor shall retain professional services through the locally approved procurement process per General Municipal Law. 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.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

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 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 this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures. Draft and final, executed consultant subcontracts.

Task 4.2: Draft Designs for Marketing and Branding Materials

The Contractor shall develop, or cause to be developed, draft branding designs, a draft plan for locating signage, draft designs of a series of wayfinding elements such as directional signs, gateway signs, interpretive signs, and information kiosks, and screen shots of a proposed Downtown website/app. The draft designs shall be provided to the Department and the public for review. Comments from the Department and the public must be addressed to the satisfaction of the Department in subsequent revisions of the products and the final design.

Products: Draft branding designs, a draft plan for locating signage, draft designs of a series of wayfinding elements such as directional signs, gateway signs, interpretive signs, and information kiosks, and screen shots of a proposed Downtown website/app.

Task 4.3: Final Designs for Marketing and Branding Materials

Based upon the approved draft designs, the Contractor shall develop, or cause to be developed, final designs for branding, a plan for locating signage, final designs of a series of wayfinding elements such as directional signs, gateway signs, interpretive signs, and information kiosks, and a Downtown website/app. The final designs shall be provided to the Department for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department.

Products: Final designs for branding, a plan for locating signage, final designs of a series of wayfinding elements such as directional signs, gateway signs, interpretive signs, and information kiosks, and a Downtown website/app.

Task 4.4: Obtain Permits or Agreements for the Installation of Signage

The Contractor shall prepare, or cause to be prepared, the necessary applications or municipal agreements and obtain the required permits or approvals from the appropriate federal, state, and local agencies for the installation of signage, as necessary.

Products: Required permits and approvals for the installation of signage.

Task 4.5: Fabrication, Installation, and Launching of Branding Materials, Signage, and Website/App

Based upon the approved designs, the Contractor or its consultant(s) will fabricate and install wayfinding signage such as directional signs, gateway signs, interpretive signs, and information kiosks, and launch a Downtown website/app. The Contractor or its consultant(s) shall provide photo-documentation of the installed signage within the downtown revitalization area.

Products: Photo-documentation of installed wayfinding signage and information kiosks. Verification of live website link for Downtown website/app.

Project Reporting and Close-out

Task 5.1: 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 5.2 Project Status Reports

The Contractor shall submit, or cause to be submitted, semi-annual (every June 30 and December 31) project status reports 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 5.3: Final Project Summary Report

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

Products: Completed Final Project Summary Report 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 number 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, 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.
- will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project kick-off meeting and subsequent 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 before construction may begin.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

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

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

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

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

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

II. REPORTING PROVISIONS

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

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

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Project Status Form	Contract period, as amended	6/30* 12/31*
MWBE Utilization Plan	Contract period, as amended	Within 2 weeks of MWBE hire
MWBE Utilization Report (via NYSCS)	Contract period, as amended	3/31* 6/30* 9/30* 12/31*
MWBE Workforce Utilization Report	Contract period, as amended	3/31* 6/30* 9/30* 12/31*
	*Due every year during the contract period, as amended.	

Res No. 8

October 2, 2019

To: Richard M. Finn, City Manager

From: James E. Mills, City Comptroller

Subject: Approving Re-adoption of Risk Retention Fund and Debt Service Fund Fiscal Year 2018-19 Budgets and Supplemental Appropriation No. 1 for Various Accounts

The Comptroller's Office is in the process of filing the Annual Financial Report with the New York State Comptroller as required by October 28th, as well preparing the financial statements for the independent audit. In connection with these reports, it is necessary to re-adopt various funds' budgets, as well as transfer budget appropriations within funds between various expenditure line items to bring certain accounts within budget. The attached resolution provides for the re-adoption of the Fiscal Year 2018-19 Risk Retention Fund and Debt Service Fund Budgets and the establishment of a supplemental appropriation to cover overdrawn accounts in the General, Community Development, Water, Sewer, Library and Self-funded Health Insurance Funds.

An analysis of the FY 2018-19 results will be provided in November following the submission of the annual report to the State Comptroller. The audit by Bowers and Company will begin in November.

Action: City Manager recommends approval.

A handwritten signature in black ink, appearing to be 'R. Finn', written over the 'Action' line.

RESOLUTION

Page 1 of 12

Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts

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

Total

YEA	NAY

Introduced by

WHEREAS on June 4, 2018 the City Council passed a resolution adopting the Budget for Fiscal Year 2018-19, of which \$44,397,432 was appropriated for the General Fund, and

WHEREAS on June 4, 2018 the City Council passed a resolution adopting the Budget for Fiscal Year 2018-19, of which \$30,000 was appropriated for the Risk Retention Fund and \$0 for the Debt Service Fund, and

WHEREAS the Adopted Fiscal Year 2018-19 Risk Retention Fund and Debt Service Fund Budgets did not contain adequate funding for Fiscal Year 2018-19 expenditures, and

WHEREAS certain Fiscal Year 2018-19 expenditure lines for the General Fund, Community Development Fund, Water Fund, Sewer Fund, Library Fund and Self-Funded Health Insurance Fund are overdrawn,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2018-19 Budgets for the Risk Retention Fund in the total amount of \$50,400, and Debt Service Fund in the total amount of \$738,000 and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that the following adjustments be included in the re-adopted Risk Retention Fund, and Debt Service Fund Budgets:

RISK RETENTION FUND

CS.0000.0909.0000 Appropriated Fund Balance	\$ 20,400	Under appropriated
	<u>\$ 20,400</u>	
CS.1740.0430.0000 RISK RETENTION Administration	\$ 15,100	Under appropriated
CS.1930.0430.0000 RISK RETENTION Judgements & Claims	\$ 5,300	Under appropriated
	<u>\$ 20,400</u>	

RESOLUTION

Page 2 of 12

Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts

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

Total

YEA	NAY

DEBT SERVICE FUND

V.0000.2710.0000 Premium on obligations	\$ 719,500	
	\$ 719,500	Under appropriated
V.0000.0909.0000 Appropriated Fund Balance	\$ 18,500	Under appropriated
	<u>\$ 738,000</u>	
V.9510.0900.0000 DEBT SERVICE FUND Transfer to General Fund	\$ 9,900	
V.9520.0900.0000 DEBT SERVICE FUND Transfer to Water Fund	\$ 6,025	
V.9925.0900.0000 DEBT SERVICE FUND Transfer to Sewer Fund	\$ 2,575	
V.9930.0900.0000 DEBT SERVICE FUND Transfer to Library Fund	\$ 200	
V.9950.0900.0000 DEBT SERVICE FUND Transfer to Capital Fund	<u>\$ 719,300</u>	
	<u>\$ 738,000</u>	

BE IT FURTHER RESOLVED by the City Council of the City of Watertown, New York, that the total amount of \$3,347,705 is hereby transferred and appropriated from and to the following accounts of the listed funds for FY 2018-19 for the reasons shown:

GENERAL FUND

A.1010.0430.0000 CITY COUNCIL Contracted Services	\$ 3,225	Small Business Summit, Lachenau plaque
A.1010.0450.0000 CITY COUNCIL Miscellaneous	\$ 125	Under appropriated
A.1010.0460.0000 CITY COUNCIL Materials and Supplies	\$ 25	Under appropriated
A.1010.0465.0000 CITY COUNCIL Equipment < \$5,000	\$ 25	Under appropriated
A.1010.0810.0000 CITY COUNCIL Employee Retirement System	\$ 1,450	Under appropriated
A.1210.0430.0000 MAYOR Contracted Services	\$ 2,025	Under appropriated
A.1210.0440.0000 MAYOR Fees, Non-employee	\$ 28,650	Charter Commission legal fees budgeted in A.1230.0450
A.1230.0430.0000 MUNICIPAL EXECUTIVE Contracted Services	\$ 1,575	BID speaker, HR training videos
A.1230.0810.0000 MUNICIPAL EXECUTIVE NYS Retirement	\$ 675	Under appropriated
A.1315.0140.0000 COMPTROLLER Temporary	\$ 275	Under appropriated
A.1315.0150.0000 COMPTROLLER Overtime	\$ 725	Under appropriated
A.1315.0430.0000 COMPTROLLER Contracted Services	\$ 6,225	Under appropriated
A.1315.0440.0000 COMPTROLLER Fees, Non-employee	\$ 3,325	Under appropriated
A.1315.0465.0000 COMPTROLLER Equipment < \$5,000	\$ 275	Under appropriated
A.1345.0150.0000 PURCHASING Overtime	\$ 250	Under appropriated
A.1345.0450.0000 PURCHASING Miscellaneous	\$ 1,375	Purchasing Manager ads

RESOLUTION

Page 3 of 12

Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts

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

Total

YEA	NAY

A.1345.0460.0000 PURCHASING Materials and Supplies	\$ 150	Under appropriated
A.1345.0465.0000 PURCHASING Equipment < \$5,000	\$ 450	Under appropriated
A.1355.0110.0000 ASSESSMENT Salaries	\$ 800	Under appropriated
A.1355.0130.0000 ASSESSMENT Wages	\$ 575	Under appropriated
A.1355.0150.0000 ASSESSMENT Overtime	\$ 125	Under appropriated
A.1355.0150.0000 ASSESSMENT Vehicle Expense	\$ 300	Under appropriated
A.1355.0810.0000 ASSESSMENT NYS Retirement	\$ 6,650	Under appropriated
A.1362.0430.0000 TAX ADVERTISING Contracted Services	\$ 1,925	Under appropriated
A.1364.0430.0000 PROPERTY ACQUIRED EXPENSES Contracted Services	\$ 3,675	Under appropriated
A.1410.0110.0000 CLERK Salaries	\$ 550	Under appropriated
A.1410.0465.0000 CLERK Equipment < \$5,000	\$ 5,225	Copier budgeted in A.1410.0250
A.1410.0810.0000 CLERK NYS Retirement	\$ 900	Under appropriated
A.1420.0440.0000 LAW Fees, Non-employee	\$ 179,725	Under appropriated
A.1420.0450.0000 LAW Miscellaneous	\$ 625	Under appropriated
A.1430.0170.0000 CIVIL SERVICE Out of Code	\$ 225	Under appropriated
A.1430.0430.0000 CIVIL SERVICE Contracted Services	\$ 75	Under appropriated
A.1440.0110.0000 ENGINEERING Salaries	\$ 4,500	Under appropriated
A.1440.0120.0000 ENGINEERING Clerical	\$ 25	Under appropriated
A.1440.0150.0000 ENGINEERING Overtime	\$ 2,200	Under appropriated
A.1440.0850.0000 ENGINEERING Health Insurance	\$ 6,475	Under appropriated
A.1490.0110.0000 PUBLIC WORKS ADMINISTRATION Salaries	\$ 43,075	Under appropriated
A.1490.0130.0000 PUBLIC WORKS ADMINISTRATION Wages	\$ 500	Under appropriated
A.1490.0150.0000 PUBLIC WORKS ADMINISTRATION Overtime	\$ 3,625	Under appropriated
A.1490.0410.0000 PUBLIC WORKS ADMINISTRATION Utilities	\$ 6,350	Under appropriated
A.1490.0430.0000 PUBLIC WORKS ADMINISTRATION Contracted Services	\$ 3,575	Boiler replacement design
A.1490.0440.0000 PUBLIC WORKS ADMINISTRATION Fees, Non-employee	\$ 575	Under appropriated
A.1490.0830.0000 PUBLIC WORKS ADMINISTRATION Social Security	\$ 2,450	Under appropriated
A.1620.0140.0000 MUNICIPAL BUILDINGS Temporary	\$ 1,725	Under appropriated
A.1620.0150.0000 MUNICIPAL BUILDINGS Overtime	\$ 8,000	Under appropriated
A.1620.0410.0000 MUNICIPAL BUILDINGS Utilities	\$ 1,150	Under appropriated
A.1620.0420.0000 MUNICIPAL BUILDINGS Insurance	\$ 3,775	Under appropriated
A.1620.0440.0000 MUNICIPAL BUILDINGS Fees, Non-employee	\$ 175	Under appropriated
A.1620.0450.0000 MUNICIPAL BUILDINGS Miscellaneous	\$ 50	Under appropriated
A.1620.0460.0000 MUNICIPAL BUILDINGS Materials and Supplies	\$ 15,075	Under appropriated
A.1620.0810.0000 MUNICIPAL BUILDINGS NYS Retirement	\$ 275	Under appropriated
A.1620.0830.0000 MUNICIPAL BUILDINGS Social Security	\$ 375	Under appropriated
A.1640.0120.0000 CENTRAL GARAGE Clerical	\$ 25	Under appropriated
A.1640.0150.0000 CENTRAL GARAGE Overtime	\$ 2,950	Under appropriated

RESOLUTION

Page 4 of 12

Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts

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

Total

YEA	NAY

A.1640.0410.0000 CENTRAL GARAGE Utilities	\$ 700	Under appropriated
A.1640.0440.0000 CENTRAL GARAGE Fees, Non-employee	\$ 300	Under appropriated
A.1640.0455.0000 CENTRAL GARAGE Vehicle Expense	\$ 350	Under appropriated
A.1640.0810.0000 CENTRAL GARAGE NYS Retirement	\$ 2,100	Under appropriated
A.1640.0850.0000 CENTRAL GARAGE Health Insurance	\$ 1,400	Under appropriated
A.1680.0140.0000 INFORMATION TECHNOLOGY Temporary	\$ 14,500	Under appropriated
A.1680.0840.0000 INFORMATION TECHNOLOGY Workers' Compensation	\$ 350	Under appropriated
A.1930.0430.0000 JUDGEMENT & CLAIMS Contracted Services	\$ 11,600	McDonald's and Home Depot settlements
A.3120.0110.0000 POLICE Salaries	\$ 15,775	Chief and Captain salary increases
A.3120.0120.0000 POLICE Clerical	\$ 750	Under appropriated
A.3120.0130.0000 POLICE Wages	\$ 293,825	Budgeted in contingency account
A.3120.0150.0000 POLICE Overtime	\$ 86,700	Under appropriated, partially budgeted in contingency A/C
A.3120.0155.0000 POLICE Holiday Pay	\$ 450	Under appropriated
A.3120.0180.0000 POLICE Roll Call Pay	\$ 2,325	Under appropriated
A.3120.0195.0000 POLICE Clothing/Cleaning Allowance	\$ 2,150	Under appropriated
A.3120.0410.0000 POLICE Utilities	\$ 225	Under appropriated
A.3120.0440.0000 POLICE Fees, Non-employee	\$ 8,300	Under appropriated
A.3120.0465.0000 POLICE Equipment < \$5,000	\$ 6,725	Under appropriated
A.3120.0820.0000 POLICE Police Retirement System	\$ 8,650	Budgeted in contingency account
A.3120.0830.0000 POLICE Social Security	\$ 10,925	Budgeted in contingency account
A.3120.0840.0000 POLICE Workers' Compensation	\$ 14,650	Under appropriated
A.3410.0110.0000 FIRE Salaries	\$ 3,125	Under appropriated
A.3410.0130.0000 FIRE Wages	\$ 387,900	Budgeted in contingency account
A.3410.0150.0000 FIRE Overtime	\$ 240,850	Budgeted in contingency account
A.3410.0155.0000 FIRE Holiday Pay	\$ 3,900	Budgeted in contingency account
A.3410.0175.0000 FIRE Health Insurance Buy-out	\$ 400	Under appropriated
A.3410.0191.0000 FIRE Sick Leave Incentive	\$ 19,000	Budgeted in contingency account
A.3410.0250.0000 FIRE Other Equipment	\$ 6,525	Unplanned equipment replacement
A.3410.0420.0000 FIRE Insurance	\$ 1,850	Under appropriated
A.3410.0440.0000 FIRE Fees, Non-employee	\$ 2,575	Under appropriated
A.3410.0455.0000 FIRE Vehicle Expense	\$ 57,125	Repair corroded frame rails
A.3410.0460.0000 FIRE Materials and Supplies	\$ 5,900	Under appropriated
A.3410.0810.0000 FIRE NYS Retirement	\$ 2,125	Under appropriated
A.3410.0820.0000 FIRE Fire Retirement System	\$ 142,725	Budgeted in contingency account
A.3410.0830.0000 FIRE Social Security	\$ 16,075	Budgeted in contingency account
A.3510.0430.0000 CONTROL OF ANIMALS Contracted Services	\$ 68,325	2018 invoice plus 50% of 2019 contract

RESOLUTION

Page 5 of 12

Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts

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

Total

YEA	NAY

A.3620.0110.0000 CODE ENFORCEMENT Salaries	\$ 1,600	Under appropriated
A.3620.0140.0000 CODE ENFORCEMENT Temporary	\$ 275	Under appropriated
A.3620.0150.0000 CODE ENFORCEMENT Overtime	\$ 6,800	Under appropriated
A.3620.0175.0000 CODE ENFORCEMENT Health Insurance Buy-out	\$ 450	Under appropriated
A.3620.0465.0000 CODE ENFORCEMENT Equipment < \$5,000	\$ 1,775	Under appropriated
A.5010.0420.0000 MUNICIPAL MAINTENANCE Insurance	\$ 100	Under appropriated
A.5010.0430.0000 MUNICIPAL MAINTENANCE Contracted Services	\$ 6,675	Under appropriated
A.5010.0455.0000 MUNICIPAL MAINTENANCE Vehicle Expense	\$ 3,375	Under appropriated
A.5010.0460.0000 MUNICIPAL MAINTENANCE Materials and Supplies	\$ 5,300	Under appropriated
A.5010.0840.0000 MUNICIPAL MAINTENANCE Workers' Compensation	\$ 6,200	Under appropriated
A.5110.0110.0000 MAINTENANCE OF ROADS Salaries	\$ 475	Under appropriated
A.5110.0150.0000 MAINTENANCE OF ROADS Overtime	\$ 5,000	Under appropriated
A.5110.0250.0000 MAINTENANCE OF ROADS Other Equipment	\$ 1,125	Under appropriated
A.5110.0420.0000 MAINTENANCE OF ROADS Insurance	\$ 800	Under appropriated
A.5110.0440.0000 MAINTENANCE OF ROADS Fees, Non-employee	\$ 900	Under appropriated
A.5110.0455.0000 MAINTENANCE OF ROADS Vehicle Expense	\$ 5,300	Under appropriated
A.5142.0110.0000 SNOW REMOVAL Salaries	\$ 2,675	Under appropriated
A.5142.0140.0000 SNOW REMOVAL Temporary	\$ 2,225	Under appropriated
A.5142.0150.0000 SNOW REMOVAL Overtime	\$ 77,725	Under appropriated
A.5142.0430.0000 SNOW REMOVAL Contracted Services	\$ 39,575	Under appropriated
A.5142.0440.0000 SNOW REMOVAL Fees, Non-employee	\$ 1,625	Under appropriated
A.5142.0455.0000 SNOW REMOVAL Vehicle Expense	\$ 45,300	Under appropriated
A.5142.0460.0000 SNOW REMOVAL Materials and Supplies	\$ 39,950	Under appropriated
A.5142.0810.0000 SNOW REMOVAL NYS Retirement	\$ 5,550	Under appropriated
A.5142.0830.0000 SNOW REMOVAL Social Security	\$ 3,625	Under appropriated
A.5184.0110.0000 HYDROELECTRIC PRODUCTION Salaries	\$ 600	Under appropriated
A.5184.0150.0000 HYDROELECTRIC PRODUCTION Overtime	\$ 50	Under appropriated
A.5184.0410.0000 HYDROELECTRIC PRODUCTION Utilities	\$ 375	Under appropriated
A.5184.0430.0000 HYDROELECTRIC PRODUCTION Contracted Services	\$ 53,275	Under appropriated
A.5184.0450.0000 HYDROELECTRIC PRODUCTION Miscellaneous	\$ 1,350	Under appropriated
A.5184.0460.0000 HYDROELECTRIC PRODUCTION Materials and Supplies	\$ 2,475	Under appropriated
A.5186.0130.0000 TRAFFIC CONTROL & LIGHTING Wages	\$ 4,850	Under appropriated
A.5186.0140.0000 TRAFFIC CONTROL & LIGHTING Temporary	\$ 7,600	Under appropriated
A.5186.0150.0000 TRAFFIC CONTROL & LIGHTING Overtime	\$ 4,800	Under appropriated
A.5186.0250.0000 TRAFFIC CONTROL & LIGHTING Other Equipment	\$ 15,575	Under appropriated
A.5186.0420.0000 TRAFFIC CONTROL & LIGHTING Insurance	\$ 175	Under appropriated
A.5186.0455.0000 TRAFFIC CONTROL & LIGHTING Vehicle Expense	\$ 1,875	Under appropriated
A.5186.0465.0000 TRAFFIC CONTROL & LIGHTING Equipment < \$5,000	\$ 2,325	Under appropriated

RESOLUTION

Page 6 of 12

Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts

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

Total

YEA	NAY

A.5186.0810.0000 TRAFFIC CONTROL & LIGHTING NYS Retirement	\$ 300	Under appropriated
A.5186.0830.0000 TRAFFIC CONTROL & LIGHTING Social Security	\$ 350	Under appropriated
A.5186.0850.0000 TRAFFIC CONTROL & LIGHTING Health Insurance	\$ 4,375	Under appropriated
A.5630.0140.0000 BUS Temporary	\$ 22,550	Under appropriated
A.5630.0150.0000 BUS Overtime	\$ 1,225	Under appropriated
A.5630.0420.0000 BUS Insurance	\$ 25	Under appropriated
A.5630.0430.0000 BUS Contracted Services	\$ 11,025	Under appropriated
A.5630.0440.0000 BUS Fees, Non-employee	\$ 4,850	Under appropriated
A.5630.0460.0000 BUS Materials and Supplies	\$ 1,400	Under appropriated
A.6410.0460.0000 PUBLICITY Materials and Supplies	\$ 2,650	Under appropriated
A.7020.0110.0000 RECREATION ADMINISTRATION Salaries	\$ 1,675	Under appropriated
A.7020.0120.0000 RECREATION ADMINISTRATION Clerical	\$ 950	Under appropriated
A.7020.0140.0000 RECREATION ADMINISTRATION Temporary	\$ 2,055	Under appropriated
A.7020.0410.0000 RECREATION ADMINISTRATION Utilities	\$ 975	Under appropriated
A.7020.0455.0000 RECREATION ADMINISTRATION Vehicle Expense	\$ 600	Under appropriated
A.7020.0465.0000 RECREATION ADMINISTRATION Equipment < \$5,000	\$ 800	Under appropriated
A.7110.0130.0000 THOMPSON PARK Wages	\$ 3,725	Under appropriated
A.7110.0150.0000 THOMPSON PARK Overtime	\$ 5,575	Under appropriated
A.7110.0455.0000 THOMPSON PARK Vehicle Expense	\$ 4,975	Under appropriated
A.7140.0130.0000 PLAYGROUNDS Wages	\$ 250	Under appropriated
A.7140.0140.0000 PLAYGROUNDS Temporary	\$ 3,750	Under appropriated
A.7140.0150.0000 PLAYGROUNDS Overtime	\$ 1,100	Under appropriated
A.7140.0430.0000 PLAYGROUNDS Contracted Services	\$ 1,850	Under appropriated
A.7140.0460.0000 PLAYGROUNDS Materials and Supplies	\$ 1,350	Under appropriated
A.7140.0830.0000 PLAYGROUNDS Social Security	\$ 350	Under appropriated
A.7140.0850.0000 PLAYGROUNDS Health Insurance	\$ 25	Under appropriated
A.7141.0140.0000 FAIRGROUNDS Temporary	\$ 57,425	Under appropriated
A.7141.0150.0000 FAIRGROUNDS Overtime	\$ 2,800	Under appropriated
A.7141.0420.0000 FAIRGROUNDS Insurance	\$ 425	Under appropriated
A.7141.0430.0000 FAIRGROUNDS Contracted Services	\$ 18,075	Party deck
A.7141.0455.0000 FAIRGROUNDS Vehicle Expense	\$ 8,825	Under appropriated
A.7141.0460.0000 FAIRGROUNDS Materials and Supplies	\$ 6,425	Party deck
A.7141.0830.0000 FAIRGROUNDS Social Security	\$ 3,400	Under appropriated
A.7141.0850.0000 FAIRGROUNDS Health Insurance	\$ 25	Under appropriated
A.7180.0130.0000 SWIMMING POOLS Wages	\$ 50	Under appropriated
A.7180.0140.0000 SWIMMING POOLS Temporary	\$ 5,925	Under appropriated
A.7180.0150.0000 SWIMMING POOLS Overtime	\$ 1,800	Under appropriated
A.7180.0450.0000 SWIMMING POOLS Miscellaneous	\$ 2,075	Under appropriated

RESOLUTION

Page 7 of 12

Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts

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

Total

YEA	NAY

A.7180.0460.0000 SWIMMING POOLS Materials and Supplies	\$ 9,925	Under appropriated
A.7180.0830.0000 SWIMMING POOLS Social Security	\$ 525	Under appropriated
A.7180.0840.0000 SWIMMING POOLS Workers' Compensation	\$ 400	Under appropriated
A.7265.0130.0000 ICE ARENA Wages	\$ 1,925	Under appropriated
A.7265.0140.0000 ICE ARENA Temporary	\$ 11,800	Under appropriated
A.7265.0140.0452 ICE ARENA Temporary - concessions	\$ 8,300	Under appropriated
A.7265.0150.0000 ICE ARENA Overtime	\$ 16,875	Under appropriated
A.7265.0150.0452 ICE ARENA Overtime - concessions	\$ 850	Under appropriated
A.7265.0410.0000 ICE ARENA Utilities	\$ 8,225	Under appropriated
A.7265.0430.0000 ICE ARENA Contracted Services	\$ 31,075	Under appropriated
A.7265.0430.0452 ICE ARENA Contracted Services - concessions	\$ 300	Under appropriated
A.7265.0455.0000 ICE ARENA Vehicle Expense	\$ 2,025	Under appropriated
A.7265.0460.0000 ICE ARENA Materials and Supplies	\$ 17,200	Under appropriated
A.7265.0460.0450 ICE ARENA Materials and Supplies - concession food	\$ 10,100	Under appropriated
A.7265.0460.0451 ICE ARENA Materials and Supplies - concession supplies	\$ 3,900	Under appropriated
A.7265.0465.0452 ICE ARENA Equipment < \$5,000 - concessions	\$ 3,475	Under appropriated
A.7265.0810.0452 ICE ARENA NYS Retirement - Concessions	\$ 1,500	Under appropriated
A.7265.0830.0452 ICE ARENA Social Security - concessions	\$ 2,875	Under appropriated
A.8010.0430.0000 ZONING Contracted Services	\$ 50	Under appropriated
A.8010.0450.0000 ZONING Miscellaneous	\$ 50	Under appropriated
A.8020.0110.0000 PLANNING Salaries	\$ 8,875	Under appropriated
A.8020.0465.0000 PLANNING Equipment < \$5,000	\$ 425	Under appropriated
A.8020.0810.0000 PLANNING Employee Retirement System	\$ 350	Under appropriated
A.8020.0850.0000 PLANNING Health Insurance	\$ 375	Under appropriated
A.8140.0150.0000 STORM SEWER Overtime	\$ 4,750	Under appropriated
A.8140.0410.0000 STORM SEWER Utilities	\$ 50	Under appropriated
A.8140.0455.0000 STORM SEWER Vehicle Expense	\$ 1,525	Under appropriated
A.8160.0140.0000 REFUSE AND RECYCLE Temporary	\$ 4,975	Under appropriated
A.8160.0150.0000 REFUSE AND RECYCLE Overtime	\$ 450	Under appropriated
A.8160.0410.0000 REFUSE AND RECYCLE Utilities	\$ 25	Under appropriated
A.8160.0455.0000 REFUSE AND RECYCLE Vehicle Expense	\$ 7,375	Under appropriated
A.9040.0800.0000 OTHER EXPENSES Workers' Compensation	\$ 13,275	Under appropriated
A.9060.0800.0000 OTHER EXPENSES Health Insurance - Retirees	\$ 60,575	Under appropriated
A.9730.0700.0000 OTHER EXPENSES Bond Anticipation Note - Interest	\$ 3,500	Under appropriated
A.9960.0900.0000 OTHER EXPENSES Black River Trust Fund	\$ 77,950	One-time funding correction
	<u>\$ 2,661,855</u>	

RESOLUTION

Page 8 of 12

Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
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- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

A.1210.0450.0000 MAYOR Miscellaneous	\$ (12,000)
A.1410.0250.0000 CLERK Other Equipment	\$ (7,500)
A.1430.0850.0000 CIVIL SERVICE Health Insurance	\$ (4,000)
A.1440.0430.0000 ENGINEERING Contracted Services	\$ (100,000)
A.1490.0850.0000 PUBLIC WORKS ADMINISTRATION Health Insurance	\$ (20,500)
A.1620.0840.0000 MUNICIPAL BUILDINGS Workers' Compensation	\$ (10,000)
A.1640.0110.0000 CENTRAL GARAGE Salaries	\$ (29,000)
A.1640.0130.0000 CENTRAL GARAGE Wages	\$ (49,000)
A.1640.0230.0000 CENTRAL GARAGE Motor Vehicles	\$ (95,000)
A.1640.0430.0000 CENTRAL GARAGE Contracted Services	\$ (16,000)
A.1640.0460.0000 CENTRAL GARAGE Materials and Supplies	\$ (11,000)
A.1670.0450.0000 CENTRAL PRINTING & MAILING Miscellaneous	\$ (8,000)
A.1680.0130.0000 INFORMATION TECHNOLOGY Wages	\$ (26,000)
A.1680.0430.0000 INFORMATION TECHNOLOGY Contracted Services	\$ (40,000)
A.1680.0465.0000 INFORMATION TECHNOLOGY Equipment < \$5,000	\$ (34,000)
A.1680.0850.0000 INFORMATION TECHNOLOGY Health Insurance	\$ (24,850)
A.1990.0430.0000 CONTINGENCY Contracted Services	\$(1,303,900)
A.3120.0455.0000 POLICE Vehicle Expenses	\$ (3,000)
A.3120.0850.0000 POLICE Health Insurance	\$ (19,525)
A.3410.0430.0000 FIRE Contracted Services	\$ (23,000)
A.3410.0465.0000 FIRE Equipment < \$5,000	\$ (27,000)
A.3410.0840.0000 FIRE Workers' Compensation	\$ (39,000)
A.3620.0130.0000 CODE ENFORCEMENT Wages	\$ (24,000)
A.3620.0430.0000 CODE ENFORCEMENT Contracted Services	\$ (21,000)
A.3620.0840.0000 CODE ENFORCEMENT Workers' Compensation	\$ (17,500)
A.5010.0110.0000 MUNICIPAL MAINTENANCE Salaries	\$ (18,000)
A.5010.0130.0000 MUNICIPAL MAINTENANCE Wages	\$ (16,500)
A.5110.0430.0000 MAINTENANCE OF ROADS Contracted Services	\$ (65,000)
A.5110.0460.0000 MAINTENANCE OF ROADS Materials and Supplies	\$ (42,000)
A.5142.0130.0000 SNOW REMOVAL Wages	\$ (9,000)
A.5142.0840.0000 SNOW REMOVAL Workers' Compensation	\$ (7,180)
A.5184.0465.0000 HYDROELECTRIC PRODUCTION Equipment < \$5,000	\$ (11,000)
A.5186.0840.0000 TRAFFIC CONTROL & LIGHTING Workers' Compensation	\$ (51,000)
A.5630.0110.0000 BUS Salaries	\$ (30,000)
A.5630.0130.0000 BUS Wages	\$ (26,000)
A.5630.0450.0000 BUS Miscellaneous	\$ (22,000)
A.5630.0455.0000 BUS Vehicle Expense	\$ (34,500)

Charter Commission legal fees recorded in A.1230.0440
Copier expensed to A.1410.0465

Police and Fire contracts

RESOLUTION

Page 9 of 12

Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts

Council Member COMPO, Sarah V.
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 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa L.
 Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total

A.5630.0465.0000 BUS Equipment < \$5,000	\$ (10,000)
A.5630.0840.0000 BUS Workers' Compensation	\$ (11,500)
A.5650.0430.0000 CITY PARKING FACILITIES Contracted Services	\$ (39,500)
A.5650.0460.0000 CITY PARKING FACILITIES Materials and Supplies	\$ (19,000)
A.7110.0410.0000 THOMPSON PARK Utilities	\$ (15,000)
A.7141.0840.0000 FAIRGROUNDS Workers' Compensation	\$ (14,000)
A.7180.0430.0000 SWIMMING POOLS Contracted Services	\$ (23,000)
A.7265.0840.0000 ICE ARENA Workers' Compensation	\$ (15,000)
A.8020.0430.0000 PLANNING Contracted Services	\$ (45,000)
A.8140.0110.0000 STORM SEWER Salaries	\$ (29,000)
A.8140.0130.0000 STORM SEWER Wages	\$ (11,000)
A.8140.0430.0000 STORM SEWER Contracted Services	\$ (12,000)
A.8160.0110.0000 REFUSE AND RECYCLE Salaries	\$ (7,350)
A.8160.0130.0000 REFUSE AND RECYCLE Wages	\$ (75,000)
A.8160.0430.0000 REFUSE AND RECYCLE Contracted Services	\$ (13,000)
A.8160.0440.0000 REFUSE AND RECYCLE Fees, Non-employee	\$ (12,000)
A.8160.0840.0000 REFUSE AND RECYCLE Workers' Compensation	\$ (14,000)
	<u>\$ (2,661,855)</u>

COMMUNITY DEVELOPMENT FUND

CD.8668.0150.0000 CDBG Overtime	\$ 400	Under appropriated
CD.8668.0460.0000 CDBG Grant Materials and Supplies	\$ 4,525	Under appropriated
CD.9510.0900.0000 Transfer to General Fund Transfer	\$ 900	Under appropriated
CD.9925.0900.0000 Transfer to Sewer Fund Transfer	\$ 350	Under appropriated
	<u>\$ 6,175</u>	
CD.8668.0130.0000 CDBG Wages	\$ (400)	
CD.8668.0430.0000 CDBG Grant Contracted Services	\$ (5,775)	
	<u>\$ (6,175)</u>	

WATER FUND

F.8310.0120.0000 WATER ADMINISTRATION Clerical	\$ 2,950	Under appropriated
F.8310.0130.0000 WATER ADMINISTRATION Wages	\$ 775	Under appropriated
F.8310.0150.0000 WATER ADMINISTRATION Overtime	\$ 450	Under appropriated
F.8310.0410.0000 WATER ADMINISTRATION Utilities	\$ 75	Under appropriated
F.8310.0460.0000 WATER ADMINISTRATION Materials and Supplies	\$ 50	Under appropriated

RESOLUTION

Page 10 of 12

Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts

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

YEA	NAY

Total

F.8310.0810.0000 WATER ADMINISTRATION NYS Retirement	\$ 750	Under appropriated
F.8310.0850.0000 WATER ADMINISTRATION Health Insurance	\$ 1,550	Under appropriated
F.8320.0420.0000 SOURCE OF SUPPLY, POWER & PUMPING Insurance	\$ 400	Under appropriated
F.8320.0440.0000 SOURCE OF SUPPLY, POWER & PUMPING Fees, Non-employee	\$ 425	Under appropriated
F.8320.0450.0000 SOURCE OF SUPPLY, POWER & PUMPING Miscellaneous	\$ 250	Under appropriated
F.8330.0110.0000 WATER PURIFICATION Salaries	\$ 725	Under appropriated
F.8330.0150.0000 WATER PURIFICATION Overtime	\$ 4,075	Under appropriated
F.8330.0250.0000 WATER PURIFICATION Other Equipment	\$ 5,800	Under appropriated
F.8330.0410.0000 WATER PURIFICATION Utilities	\$ 10,975	Under appropriated
F.8330.0430.0000 WATER PURIFICATION Contracted Services	\$ 7,850	Under appropriated
F.8330.0455.0000 WATER PURIFICATION Vehicle Expense	\$ 1,575	Under appropriated
F.8340.0110.0000 TRANSMISSION AND DISTRIBUTION Salaries	\$ 5,100	Under appropriated
F.8340.0150.0000 TRANSMISSION AND DISTRIBUTION Overtime	\$ 3,775	Under appropriated
F.8340.0420.0000 TRANSMISSION AND DISTRIBUTION Insurance	\$ 100	Under appropriated
F.8340.0430.0000 TRANSMISSION AND DISTRIBUTION Contracted Services	\$ 1,300	Under appropriated
F.8340.0440.0000 TRANSMISSION AND DISTRIBUTION Fees, Non-employee	\$ 2,875	Under appropriated
F.8340.0465.0000 TRANSMISSION AND DISTRIBUTION Equipment < \$5,000	\$ 1,975	Under appropriated
F.9040.0800.0000 OTHER EXPENSES Worker's Compensation	\$ 650	Under appropriated
F.9050.0800.0000 OTHER EXPENSES Unemployment Insurance	\$ 3,975	Under appropriated
F.9710.0700.0000 OTHER EXPENSES Serial Bonds - Interest	\$ 6,800	Under appropriated
F.9730.0700.0000 OTHER EXPENSES Bond Anticipation Note - Interest	\$ 2,375	Under appropriated
	<u>\$ 67,600</u>	

F.8320.0410.0000 SOURCE OF SUPPLY, POWER & PUMPING Utilities	\$ (66,050)	
F.8330.0850.0000 WATER PURIFICATION Health Insurance	<u>\$ (1,550)</u>	
	<u>\$ (67,600)</u>	

SEWER FUND

G.8110.0120.0000 SEWER ADMINISTRATION Clerical	\$ 6,800	Under appropriated
G.8110.0130.0000 SEWER ADMINISTRATION Wages	\$ 775	Under appropriated
G.8110.0150.0000 SEWER ADMINISTRATION Overtime	\$ 450	Under appropriated
G.8110.0410.0000 SEWER ADMINISTRATION Utilities	\$ 850	Under appropriated
G.8110.0440.0000 SEWER ADMINISTRATION Fees, Non-employee	\$ 200	Under appropriated
G.8110.0810.0000 SEWER ADMINISTRATION NYS Retirement	\$ 300	Under appropriated
G.8110.0850.0000 SEWER ADMINISTRATION Health Insurance	\$ 5,225	Under appropriated
G.8120.0250.0000 SANITARY SEWER Other Equipment	\$ 27,500	Water Fund equipment transfer
G.8120.0410.0000 SANITARY SEWER Utilities	\$ 4,650	Under appropriated

RESOLUTION

Page 11 of 12

Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts

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

YEA	NAY

Total

G.8120.0420.0000 SANITARY SEWER Insurance	\$ 725	Under appropriated
G.8120.0440.0000 SANITARY SEWER Fees, Non-employee	\$ 150	Under appropriated
G.8120.0840.0000 SANITARY SEWER Workers' Compensation	\$ 81,825	Under appropriated
G.8130.0110.0000 SEWAGE TREATMENT AND DISPOSAL Salaries	\$ 1,750	Under appropriated
G.8130.0150.0000 SEWAGE TREATMENT AND DISPOSAL Overtime	\$ 8,425	Under appropriated
G.8130.0250.0000 SEWAGE TREATMENT AND DISPOSAL Other Equipment	\$ 21,225	Under appropriated
G.8130.0420.0000 SEWAGE TREATMENT AND DISPOSAL Insurance	\$ 900	Under appropriated
G.8130.0430.0000 SEWAGE TREATMENT AND DISPOSAL Contracted Services	\$ 98,000	Under appropriated
G.8130.0455.0000 SEWAGE TREATMENT AND DISPOSAL Vehicle Expense	\$ 1,350	Under appropriated
G.8130.0460.0000 SEWAGE TREATMENT AND DISPOSAL Materials and Supplies	\$ 190,000	Under appropriated
G.8130.0850.0000 SEWAGE TREATMENT AND DISPOSAL Health Insurance	\$ 12,425	Under appropriated
G.9040.0800.0000 OTHER EXPENSES Worker's Compensation	\$ 1,450	Under appropriated
G.9060.0800.0000 OTHER EXPENSES Health Insurance - Retirees	\$ 15,700	Under appropriated
G.9730.0700.0000 OTHER EXPENSES Bond Anticipation Note - Interest	\$ 125	Under appropriated
G.9950.0900.0000 OTHER EXPENSES Transfer to Capital Fund	\$ 850	Under appropriated
	<u>\$ 481,650</u>	

G.1990.0430.0000 CONTINGENCY Contracted Services	\$ (30,000)	
G.8120.0110.0000 SANITARY SEWER Salaries	\$ (29,000)	
G.8120.0130.0000 SANITARY SEWER Wages	\$ (32,000)	
G.8120.0430.0000 SANITARY SEWER Contracted Services	\$ (12,500)	
G.8120.0450.0000 SANITARY SEWER Miscellaneous	\$ (1,000)	
G.8120.0455.0000 SANITARY SEWER Vehicle Expenses	\$ (9,000)	
G.8120.0455.0000 SANITARY SEWER Equipment < \$5,000	\$ (5,000)	
G.8120.0850.0000 SANITARY SEWER Health Insurance	\$ (10,150)	
G.8130.0130.0000 SEWAGE TREATMENT AND DISPOSAL Wages	\$ (35,000)	
G.8130.0410.0000 SEWAGE TREATMENT AND DISPOSAL Utilities	\$ (168,000)	
G.9730.0600.0000 OTHER EXPENSES Bond Anticipation Note - Principal	\$ (150,000)	
	<u>\$ (481,650)</u>	

LIBRARY FUND

L.7410.0110.0000 LIBRARY Salaries	\$ 875	Under appropriated
L.7410.0140.0000 LIBRARY Temporary	\$ 4,750	Under appropriated
L.7410.0150.0000 LIBRARY Overtime	\$ 150	Under appropriated
L.7410.0250.0000 LIBRARY Other Equipment	\$ 325	Under appropriated
L.7410.0410.0000 LIBRARY Utilities	\$ 7,800	Under appropriated
L.7410.0420.0000 LIBRARY Insurance	\$ 3,125	Under appropriated
L.7410.0430.0000 LIBRARY Contracted Services	\$ 2,025	Under appropriated

RESOLUTION

Page 12 of 12

Approving Re-adoption of Risk Retention Fund and Debt Service Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2018-19 for Various Accounts

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

YEA	NAY

Total

L.7410.0450.0303 LIBRARY Miscellaneous - Travel	\$ 1,975	Under appropriated
L.7410.0450.0327 LIBRARY Miscellaneous - Adult Programming	\$ 50	Under appropriated
L.7410.0460.0000 LIBRARY Materials and Supplies	\$ 1,350	Under appropriated
L.7410.0460.0329 LIBRARY Materials and Supplies - Maintenance	\$ 1,775	Under appropriated
L.9040.0800.0000 OTHER EXPENSES Worker's Compensation	\$ 350	Under appropriated
L.9060.0800.0000 OTHER EXPENSES Health Insurance - Retirees	\$ 1,125	Under appropriated
L.9065.0800.0000 OTHER EXPENSES Medicare Reimbursements	\$ 1,950	Under appropriated
L.9730.0600.0000 OTHER EXPENSES Bond Anticipation Note - Principal	\$ 4,000	Under appropriated
L.9730.0700.0000 OTHER EXPENSES Bond Anticipation Note - Interest	\$ 1,000	Under appropriated
	<u>\$ 32,625</u>	

L.7410.0120.0000 LIBRARY Clerical	\$ (4,500)	
L.7410.0130.0000 LIBRARY Wages	\$ (14,000)	
L.7410.0430.0324 LIBRARY Contracted Services - Security	\$ (2,025)	
L.7410.0830.0000 LIBRARY Social Security	\$ (450)	
L.7410.0840.0000 LIBRARY Worker's Compensation	\$ (10,500)	
L.7410.0850.0000 LIBRARY Health Insurance	\$ (1,150)	
	<u>\$ (32,625)</u>	

SELF FUNDED HEALTH INSURANCE FUND

MS.1710.0110.0000 SELF FUNDED HEALTH INSURANCE Salaries	\$ 100	Under appropriated
MS.1710.0420.0000 SELF FUNDED HEALTH INSURANCE Stop Loss Insurance	\$ 12,675	Under appropriated
MS.1710.0850.0000 SELF FUNDED HEALTH INSURANCE Health Insurance	\$ 25	Under appropriated
MS.9060.0430.0030 SELF FUNDED HEALTH INSURANCE Pharmacy Claims	\$ 85,000	Under appropriated
	<u>\$ 97,800</u>	
MS.1710.0430.0000 SELF FUNDED HEALTH INSURANCE Contracted Services	\$ (12,800)	
MS.9060.0430.0020 SELF FUNDED HEALTH INSURANCE Non-pharmacy Claims	\$ (85,000)	
	<u>\$ (97,800)</u>	

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

Seconded by



1869

CITY OF WATERTOWN, NEW YORK

DEPARTMENT OF ENGINEERING

Room 305, City Hall
245 Washington Street
Watertown, New York 13601

Tel. (315) 785-7740
Fax (315) 785-7829

Res No. 9

October 3, 2019

To: Richard M. Finn, City Manager
From: Thomas Maurer, City Engineer
Subject: Thompson Park Pool and Bathhouse Project,
Professional Construction Management Services

Attached is a Professional Service Agreement between C&S Engineers, Inc. and the City of Watertown for the project stated above.

This Professional Service Agreement will include Professional Construction Management Services inclusive of Administration and Inspection Services as outlined and detailed in the attached exhibit A.

Due to the current staffing levels within the City Engineering Department it is not possible to cover the Construction Management Services for this Project.

C&S Engineers would be functioning as the Owner's representative and would be responsible for approving submittals, payments, change orders, construction meetings, as built drawings, field inspection services, materials testing, inspection reports, final inspection of the constructed facilities, and close out documents as outlined in Exhibit A.

Attached for Council consideration is a resolution approving the Agreement with C&S Engineers, Inc.

ACTION: City Manager recommends approval.

RESOLUTION

Page 1 of 1

Approving Thompson Park Pool and Bathhouse Preliminary Design Professional Services Agreement, C&S Engineers, Inc.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member Compo, Sarah V.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS on City of Watertown owns and operates a facility known as the Thompson Park, for the purpose of promoting recreational activities for the citizens of the City of Watertown, and,

WHEREAS on August 19, 2019, the City Council of the City of Watertown approved bids for the Thompson Park Pool and Bathhouse Project, and

WHEREAS the Construction Phase Services Agreement will provide contract administration and construction inspection of this project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Construction Phase Services Agreement with C&S Engineers, Inc. in the amount of \$157,100, a copy of which is attached hereto and made part of this resolution, and

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

Seconded by

Thompson Park Pool and Bathhouse Project

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this ____ day of October, 2019, 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 C&S Engineers, Inc. (C&S), a New York professional corporation with principal offices located at 499 Col. Eileen Collins Blvd., Syracuse, New York 13212 (“Engineer”).

RECITALS

WHEREAS, on April 15, 2019, the City requested a proposal from C&S, along with a scope of work to provide Professional Construction Management Services in connection with the Thompson Park Pool and Bathhouse Project; and

WHEREAS, C&S responded with a proposal and scope of work in a letter addressed To the City, dated August 21, 2019, containing a Not to Exceed Fee for those services; and

WHEREAS, the City and C&S desire to enter into an Agreement for the provision Of the professional services outlined in C&S's Proposal Scope of Services & Compensation.

WHEREAS, the provision of Construction Management 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 Thompson Park Pool and Bathhouse Project is as set forth in the proposal dated August 21, 2019, a copy of which is attached as Exhibit "A.", for a Not to Exceed Fee of **\$157,100.**

Services will consist of Professional Construction Management Services to include Administration and Inspection Services, and as detailed in the attached Exhibit "A."

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 "A", 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 as set forth in Exhibit A.

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: C&S Engineers, Inc.
Ronald C. Jackson, P.E.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212

WHEREFORE, the parties have signed this Agreement this _____ day of
October, 2019.

CITY OF WATERTOWN

By: _____
Richard M. Finn
City Manager

C&S Engineers, Inc.

By: _____
Ronald C. Jackson, P.E.
Principal Engineer

EXHIBIT "A"

FEE PROPOSAL AND SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES & COMPENSATION

The OWNER (City of Watertown or the City) wishes ENGINEER (C&S Engineers, Inc. or C&S) to provide professional engineering services in connection with the Thompson Park Swimming Pool and Bathhouse (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

1.0 Project Understanding

The City of Watertown has awarded the construction of the Thompson Park Pool and Bathhouse based on Drawings and Specifications (the Construction Documents) prepared by C&S Engineers, Inc. The City would like to proceed with the construction with C&S functioning and “the Owner’s Representative” as defined Construction Documents.

C&S proposes to provide the following Scope of Services.

2.0 Scope of Services

2.1 Construction Administration Services

- A. Review and approve shop drawings, samples and other data, instructions, schedules, guarantees, bonds, certificates of inspection, testing results, and approvals which the contractor is required to submit.
- B. Review contractor’s requests for payments and make recommendations for payment to the City.
- C. Review and process any change orders received from the contractor.
- D. Respond to contractor questions concerning design documents.
- E. Facilitate construction meetings and furnish meeting minutes.
- F. Review, verify and approve requests for monthly and final payments to contractors, based on quantities of work put in place.
- G. Review of inspection test reports.
- H. Review of contractor-provided operation and maintenance manuals.
- I. Preparation of contract close-out documents.

- J. Preparation of as-built drawings based on contractor redlines in AutoCAD format.
- K. Perform a final inspection of the constructed facilities upon completion of the work, in the company of the City to determine if the completed work is acceptable.
- L. Provide notice to the City that the work has been completed and is acceptable.
- M. C&S will provide (through a subconsultant) NYS Building Code required special inspections and construction materials testing of concrete provided by the contractor (including field testing of temperature, air content and slump), concrete cylinder preparation and compression strength testing, rebar placement, soils compaction testing, and masonry grout testing.

We have allowed a not to exceed amount of \$5,000.00 for this testing. If circumstances of construction required additional testing costing greater than \$5,000.00, C&S will request that the City provide a change to the amount to this task.

2.2 Resident Observation Services

- A. C&S will provide observation of the contractor’s work during construction. C&S will provide 832 hours (104 days x 8 hour / day) of construction observation. If the City determines that the circumstances of construction required additional construction observation services greater than 832 hours, C&S will request that the City provide a change to the amount to this task.
- B. Inspect all work to determine the progress, quality, quantity and conformance of the work in accordance with contract documents. At times the City may provide its own personnel to perform inspections to supplement C&S and reduce the time the Resident Inspector is needed on site. The number of hours provided by the City inspector shall reduce the billable hours charged by C&S Engineering on an hour for hour basis.
- C. Prepare inspector reports for each time the inspector visits the project site.

3.0 Compensation. In exchange for performance of the Engineer’s services, the City agrees to pay C&S a Lump Sum fee as follows:

A. Construction Phase Services	\$61,950
B. Resident Inspection (832 hours x \$114 / hr)	
Plus \$0.50 / Mile Travel Expenses	\$95,150
C. Total for construction Services plus Hourly Rate	\$157,100

C&S ENGINEERS, INC.

Ronald C Jackson, P.E. Principal Engineer
 President & Chief Executive Officer

Ord No. 1

October 1, 2019

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Changing the Approved Zoning Classification of the Northwestern Section of 723 State Street, Parcel Number 6-08-103.100, From Residence C to Neighborhood Business

A request has been submitted by Edward G. Olley Jr., RA, AIA for the above subject zone change request. The Planning Board reviewed the request at its September 3, 2019 meeting and adopted a motion recommending that City Council approve the zone change request as submitted.

Attached is a copy of the zone change application, a Staff Report on the request prepared for the Planning Board and an excerpt from their meeting minutes.

As the Council will note, the zone change request only applies to a portion of the subject parcel. The proposed zone change would create uniform zoning on the parcel. The attached map, prepared by the City's GIS Department, depicts the existing split zoning and the section that the request would change.

The City Council has scheduled a public hearing on the zone change request for 7:30 p.m. on Monday, October 7, 2019. After the public hearing, the City Council must approve the SEQRA resolution before voting on the attached ordinance.

Action: City Manager recommends approval

A handwritten signature in black ink, appearing to read "RM Finn", is positioned to the right of the "Action" line.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning
Classification of the Northwestern Section of
723 State Street, Parcel Number 6-08-103.100
from Residence C to Neighborhood Business

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

YEA	NAY

Introduced by

Council Member Cody J. Horbacz

BE IT ORDAINED where Edward G. Olley, Jr., RA, AIA, of GYMO, DPC has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of the northwestern section of 723 State Street, Parcel Number 6-08-103.100 from Residence C to Neighborhood Business, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its September 3, 2019 meeting and adopted a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on October 7, 2019, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zone change according to the requirements of SEQRA, and

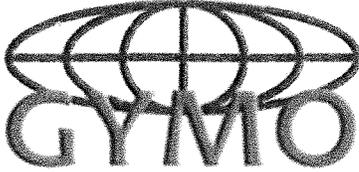
WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of the northwestern section of 723 State Street, Parcel Number 6-08-103.100 shall be changed from Residence C to Neighborhood Business, and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect the zone change, and

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or otherwise printed as the City Manager directs.

Seconded by Council Member Ryan J. Henry-Wilkinson

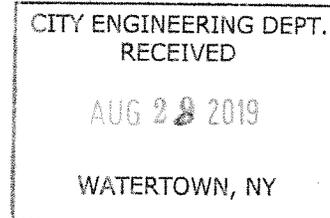


ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING

28 August 2019

Honorable Mayor & City Council
245 Washington St.
Watertown, NY 13601

Re: 723 State Street, Application for Change of Zone



Edward G. Olley, Jr., AIA
Patrick J. Scordo, PE
Ryan G. Churchill, PE
Scott W. Soules, AIA
Brandy W. Lucas, MBA
Howard P. Lyndaker III, PLS

Gregory F. Ashley, PLS
Brian K. Madigan, RLA, CPESC

In Consultation
Leo F. Gozalkowski, PLS
Stephen W. Yaussi, AIA

Dear Mr. Honorable Mayor & Council;

Please consider this letter request to adjust the current zoning of a split zone parcel recently purchased by the Salvation Army on State Street.

The Parcel, dual zoned as "Neighborhood Business" in the front and "Residential C" in the rear is intended to be used by the Salvation Army to accommodate parking for their neighborhood programs and community functions.

If agreeable, please consider this request to configure the entire parcel as "Neighborhood Business."

Documentation supporting the proposed use and parcel descriptions have been separately provided to the Planning Department.

Thank you for your time and effort on behalf of the Salvation Army of Watertown.

Most Sincerely,

Edward G. Olley, Jr. RA, AIA
Representative for the Salvation Army, Watertown

V 11

THIS INDENTURE

Made the 30th of April, Two Thousand Nineteen (2019).

BETWEEN

THE SALVATION ARMY, a RELIGIOUS AND CHARITABLE CORPORATION
440 West Nyack Road
West Nyack, New York 10994

grantor(s),

-and-

THE SALVATION ARMY, a RELIGIOUS AND CHARITABLE CORPORATION
440 West Nyack Road
West Nyack, New York 10994

grantee(s).

WITNESSETH that the grantor(s) in consideration of One (\$1.00) Dollar, lawful money of the United States, and other good and valuable consideration, paid by the grantee(s), hereby grant(s) and release(s) unto the grantee(s), its distributees, successors or assigns forever,

ALL THOSE TRACTS OR PARCELS OF LAND situate in the City of Watertown, County of Jefferson and State of New York, as described in the attached Schedule "A" which is hereby incorporated herein by reference (referred to as the "Premises"), together with interest, if any, of the Grantor(s) in and to any streets and roads abutting the Premises to the centerlines thereof.

TOGETHER with the appurtenances and all the estate and rights of the grantor(s) in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the grantee(s), its distributees, successors and assigns forever.

And the grantor(s) covenant(s) as follows:

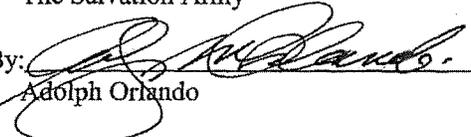
FIRST. That the grantee(s) shall quietly enjoy the said premises:

SECOND. That the grantor(s) will forever WARRANT the title to said premises.

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor(s)" and "grantee(s)" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the grantor(s) has/have executed this deed the day and year first above written. In presence of:

The Salvation Army

By:  L.S.
Adolph Orlando

STATE OF NEW YORK)

ss.:

COUNTY OF ROCKLAND)

On the 30th day of April in the year 2019, before me, the undersigned, personally appeared **ADOLPH ORLANDO** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the

V'

SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Watertown, County of Jefferson, State of New York and being more particularly described as follows:

BEGINNING at a point in the northerly monumented margin of State Street, in the westerly bounds of a parcel of land conveyed to The Salvation Army by deed recorded in the Jefferson County Clerk's Office in Liber 817 at Page 45 on September 16, 1969;

THENCE N. 71°-00'-13" W., along said margin a distance of 67.57 feet to a rebar found;

THENCE N. 04°-04'-02" E., passing through a 3/4" iron pipe found at a distance of 105.42 feet and continuing, a total distance of 152.38 feet to a rebar found;

THENCE N. 04°-19'-24" E., a distance of 142.84 feet to a 1/2" iron pipe with cap set;

THENCE S. 71°-01'-36" E., passing through 1/2" iron pipes found at distances of 24.28 feet and 90.32 feet respectively and continuing, a total distance of 149.88 feet to a 1/2" iron pipe with cap set in the westerly bounds of a parcel of land conveyed to Nancy A. Boynton by deed recorded in the Jefferson County Clerk's Office as Instrument 2009-18223 on November 23, 2009;

THENCE S. 18°-08'-50" W., along the lands of Boynton (Instrument 2009-18223), a distance of 65.91 feet to a 1/2" iron pipe with cap set at the northwesterly corner of other lands conveyed to The Salvation Army by deed recorded in the Jefferson County Clerk's Office in Liber 823 at Page 632 on August 07, 1970;

THENCE S. 70°-50'-51" E., along the northerly bounds of The Salvation Army (Liber 823 Page 632), passing through a 3/4" iron pipe found at a distance of 164.34 feet and continuing, a total distance of 164.73 feet to a point in the westerly monumented margin of North Rutland Street;

THENCE S. 18°-08'-58" W., along said margin a distance of 58.16 feet to a point;

THENCE N. 71°-04'-14" W., along the southerly bounds of the lands of The Salvation Army (Liber 823 Page 632), a distance of 87.97 feet to a point at northeasterly corner of the aforementioned lands of The Salvation Army (Liber 817 Page 45),

THENCE S. 18°-06'-44" W., along the easterly bounds of The Salvation Army (Liber 817 Page 45), passing through a rebar found at a distance of 80.29 feet and continuing, a total distance of 160.93 feet to a point in the aforementioned northerly monumented margin of State Street;

THENCE N. 71°-00'-13" W., along the said margin a distance of 87.95 feet to the POINT OF BEGINNING.

CONTAINING 1.255 acres of land more or less.

SUBJECT to any rights, covenants, or restrictions of record.

IT BEING the intent to describe the followings conveyances as one parcel for the purposes of assemblage:

- 1) 0.711 acre parcel conveyed by Apple Blossom, LLC to The Salvation Army by deed recorded in the Jefferson County Clerk's Office as Instrument 2019-677 on January 15, 2019 (Tax Parcel 6-08-104.00);
- 2) 0.32 acre parcel conveyed by State Street Body Works Inc. to The Salvation Army by deed recorded in the Jefferson County Clerk's Office in Liber 817 at Page 45 on September 16, 1969 (Tax Parcel 6-08-103.00);
- 3) 0.22 acre parcel conveyed by Richard S. Elliott and Florence M. Elliott to The Salvation Army by deed recorded in the Jefferson County Clerk's Office in Liber 823 at Page 632 on August 07, 1970 (Tax Parcel 6-08-170.00);



Prepared by:
City of Watertown GIS
 For
City of Watertown
 Assessment Department

For Tax Purposes Only
 Not to be Used for Conveyance

Project Date: 03/15/2019

Section 06 Block 08

Title Map
City of Watertown
 Jefferson County, NY

1 inch = 50 Feet *
 Feet
 0 50 100 200

Legend:
 - - - - - Property Line
 - - - - - Easement
 - - - - - Right of Way
 - - - - - Other Block Boundary
 - - - - - Other City
 - - - - - Other Town
 - - - - - Other County
 - - - - - Other State

Legend:
 - - - - - Other City
 - - - - - Other Town
 - - - - - Other County
 - - - - - Other State



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: Zone Change – Northern Section of 723 State Street
DATE: August 29, 2019

Request: To change the approved zoning classification of the northwestern section of 723 State Street, Parcel Number 6-08-103.100 from Residence C to Neighborhood Business

Applicant: Ryan Churchill, P.E., of GYMO, DPC

Owner(s): The Salvation Army

SEQRA: Unlisted

County review: No

Comments: The applicant is concurrently applying for Site Plan Approval for a parking lot expansion on the subject parcel, which is currently split-zoned between Neighborhood Business and Residence C. As discussed in Staff's Memorandum for that application, the Residence C section of the parcel carries a 15' landscaped buffer requirement that the site plan, which as proposed only provides an 11.6' buffer, does not meet.

Neighborhood Business zoning would only carry a five-foot required buffer in this situation, which the proposed 11.6' buffer would meet easily. The applicant is therefore requesting a zone change in order to create uniform zoning for the parcel. A map of the proposed zone change, prepared by City GIS Staff, is attached for your review.

Land Use Plan: The adopted 1987 Land Use Plan recommends the overwhelming majority of the subject parcel for Neighborhood Business use. Only a small 33 x 48 (1,584) SF section in the far rear of the parcel carries a Medium Density Residential recommendation.

SEQR: The applicant has submitted a State Environmental Quality Review (SEQR) Short Environmental Assessment Form (EAF) as part of the application for the zone change. The City Council, as the lead agency, will complete Part 2 of the EAF. As discussed in the site plan memo, the Council must consider the site plan and zone change as one action. As such, the applicant must submit a new Short EAF that identifies the zone change as part of that action.

cc: City Council Members

Ryan Churchill, P.E., 18969 U.S. Route 11, Watertown, NY 13601

Major Dennis Smullen, The Salvation Army, 723 State Street, Watertown, NY 13601

Ben Arquitt, Civil Engineer I

**ZONE CHANGE – NORTHERN SECTION OF 723 STATE STREET –
PARCEL # 6-08-103.100 – RESIDENCE C to NEIGHBORHOOD BUSINESS**

The Planning Board then considered a request submitted by Edward G. Olley Jr., RA, AIA of GYMO, DPC on behalf of The Salvation Army to change the approved zoning classification of the northern section of **723 State Street**, Parcel Number 6-08-103.100 from Residence C to Neighborhood Business.

Mr. Olley attended to represent the request.

Mr. Coburn said that he did not see any Staff comments or breakdowns and asked if there was anything that the Planning Board was about to approve that was inconsistent with existing code. Mr. Urda replied by saying that it was actually Staff that initially suggested the zone change to the applicant after reviewing the associated site plan for 723 State Street.

Mr. Urda explained that the existing Residence C Zoning would require a 15-foot landscaped buffer for a significant rear portion of the parcel that the site plan, as proposed, did not meet. He then said that Neighborhood Business Zoning would only require a five-foot buffer, which would make the site plan legal. Mr. Urda said that there were three options; shifting the proposed rear parking lot 3½ feet to the east, requiring the applicant to apply for and obtain an Area Variance from the Zoning Board of Appeals (ZBA) or have the applicant request a zone change. Mr. Urda said that the zone change was by far the easiest and cleanest of these three options, and added that the request was consistent with the 1987 Land Use Plan.

Ms. Capone then asked if the requested zone change would be consistent with the new Future Land Use Map the City was working on as part of its Comprehensive Plan process. Mr. Urda replied that the new map was still only in draft form, but noted that the proposal represented a less intense use than anything that the new plan would recommend for that segment of State Street.

Mr. Lumbis then said usually in this situation, the City recommends that applicants take the opportunity to clean up split zoning, and noted that the City had plans in the works to write a new Zoning Ordinance in the near future. He then added that the applicant was not in a rush to pave before the winter, so the extra three weeks of waiting for final approval would not set them back.

Mr. Olley then said that he wanted to introduce Bruce Irwin, Chair of the Salvation Army's advisory board and Kayla Kibling, a Design Engineer at GYMO, DPC who worked on the submitted drawings.

Ms. Capone then moved to recommend that City Council approve the request submitted by Edward G. Olley Jr., RA, AIA of GYMO, DPC on behalf of The Salvation Army to change the approved zoning classification of the northern section of **723 State Street**, Parcel Number 6-08-103.100 from Residence C to Neighborhood Business.

Mr. Coburn seconded the motion and all voted in favor.