

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, December 15, 2025
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, December 15, 2025, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

RESOLUTIONS

- | | |
|--------------------|---|
| Resolution No. 1 - | Re-appointment as City Constable,
Patrick T. Connell |
| Resolution No. 2 - | Re-appointment as City Constable Deputy,
Robert D. Connell |
| Resolution No. 3 - | Establishing a 2026 Marketing and Tourism Promotion
Budget and Authorization for Request for Proposals |
| Resolution No. 4 - | Authorizing Supplemental Agreement No. 6, Contract No.
D035666, Massey Street, Coffeen Street, and Court Street
Bridge, PIN 775362 – Funding the first instance 100% of
the Federal-aid and State “Marchiselli” Program-aid
Eligible Costs of a Transportation Federal-Aid Project and
Appropriating Funds |
| Resolution No. 5 - | Authorizing Supplemental Agreement No. 2 With New
York State Department of Transportation (NYS DOT) for
Contract No. D036015, Pedestrian Signal Improvement
Project, PIN 70PS02 – Implementation and Funding |

Commitment of 100% of the Non-Federal Share of the
Costs to Fund the Construction

Resolution No. 6 - Approving Employment Agreement Between the City of
Watertown and Henricus F. Wagenaar for the Position of
City Manager

Resolution No. 7 - Accepting Bid for WTP COAD Pump Station Roof
Replacement Project – PTL Contracting Corp.

ORDINANCES

LOCAL LAW

OLD BUSINESS

STAFF REPORTS

1. Upcoming Oath of Office Ceremony

NEW BUSINESS

EXECUTIVE SESSION

ADJOURNMENT

WORK SESSION

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
JANUARY 5, 2026.**

Res Nos. 1, and 2

December 15, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Board and Commission Re-appointments

The City Manager's Office has reviewed upcoming term expirations for members serving on City Boards and Commissions. The following appointments are due to expire on December 31, 2025.

Board or Commission	Appointed By	Term	Name of Member	Term Expires
City Constable	Council	1 Year	Patrick T. Connell	12/31/2025
City Constable Deputy	Council	1 Year	Robert D. Connell	12/31/2025

The City Manager's Office has confirmed that both individuals listed above are interested in continuing their service to the City of Watertown.

Resolutions to reappoint these individuals have been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Re-appointment as City Constable,
Patrick T. Connell

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby re-appoints the following individual as City Constable, for a 1-year term, which term expires December 31, 2026.

Patrick T. Connell
173 Bowers Ave
Watertown, NY 13601

Seconded by _____

RESOLUTION

Page 1 of 1

Re-appointment as City Constable Deputy,
Robert D. Connell

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby re-appoints the following individual as City Constable Deputy, to a 1-year term, which term expires December 31, 2026.

Robert D. Connell
115 Fairmont Ave
Watertown, NY 13601

Seconded by _____

Res. No. 3

December 15, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Establishing a 2026 Marketing and Tourism Promotion Budget and
Authorization for Request for Proposals

The attached resolution has been written and submitted for Council consideration at the request of Council Member Clifford Olney.

RESOLUTION

Page 1 of 2

Establishing a 2026 Marketing and Tourism Promotion Budget and Authorization for Requests for Proposals

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS, the City of Watertown’s largest and most reliable source of annual revenue is its share of Jefferson County sales tax, from which Watertown receives **24% of the county-wide collections after the State of New York retains its share**, and

WHEREAS, in 2024 the City of Watertown generated approximately **\$25 million in sales tax revenue**, supporting essential public services, infrastructure, recreation, and quality-of-life improvements for residents, and

WHEREAS, an estimated **8,000,000 vehicles per year travel along Interstate 81** adjacent to the City of Watertown, representing a significant untapped opportunity to attract travelers, day visitors, and regional tourists into the city’s commercial districts and recreational venues, and

WHEREAS, the City of Watertown possesses substantial assets that are attractive to visitors, including **historic Thompson Park, the New York State Zoo at Thompson Park, the Black River’s nationally recognized whitewater recreation corridor, kayaking, rafting and fishing opportunities, a revitalizing downtown, and year-round cultural and community events**, and

WHEREAS, targeted marketing and tourism promotion—including highway signage, billboard placement, digital campaigns, and strategic advertising—have been demonstrated in municipalities across New York State and the Northeast region to increase visitor traffic, local spending, and municipal sales tax revenue, and

WHEREAS, even a modest increase in traveler visitation from Interstate 81 would yield a return that far exceeds the initial investment, generating new revenue for local businesses and expanding the City’s sales tax base, and

WHEREAS, the City Council recognizes that professional marketing, branding, and visitor outreach require specialized expertise that can best be obtained through a transparent and competitive **Request for Proposals (RFP)** process, and

WHEREAS, the City seeks to ensure that any marketing initiative reflects the city's strategic goals, highlights its recreational and cultural assets, and promotes Watertown as a destination for outdoor adventure, family activities, history, and commerce,

RESOLUTION

Page 2 of 2

Establishing a 2026 Marketing and Tourism Promotion Budget and Authorization for Requests for Proposals

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Watertown hereby establishes a **Marketing and Tourism Promotion Budget of Fifty Thousand Dollars (\$50,000)** for Fiscal Year 2026, and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to prepare and issue a **formal Request for Proposals** to qualified advertising agencies, marketing firms, and marketing directors for the development and execution of a comprehensive marketing plan promoting the City of Watertown’s attractions, venues, and visitor opportunities, and

BE IT FURTHER RESOLVED, that the RFP shall seek proposals that may include, but are not limited to:

- Highway and billboard advertising along Interstate 81;
- Digital, social, and web-based marketing campaigns;
- Visitor outreach initiatives promoting Thompson Park, the New York State Zoo, the Black River recreation corridor, and other municipal attractions;
- Strategies to increase traveler stop-over, downtown visitation, and local spending, and

BE IT FURTHER RESOLVED, that the City Manager shall present the submitted proposals to the City Council for review, evaluation, and award in accordance with all applicable procurement requirements, and

BE IT FURTHER RESOLVED, that the goal of this initiative is to strengthen the City’s economic position, expand sales tax revenue, support local businesses, and enhance Watertown’s visibility as a regional destination for recreation, history, and culture.

Seconded by _____

December 15, 2025

To: Eric Wagenaar, City Manager

From: Thomas Compo, PE - City Engineer

Subject: Authorizing Supplemental Agreement No. 6, Contract No. D035666, Massey Street, Coffeen Street, and Court Street Bridge, PIN 775362 – Funding the first instance 100% of the Federal-aid and State “Marchiselli” Program-aid Eligible Costs of a Transportation Federal-Aid Project and Appropriating Funds

In 2017, the City was awarded a Grant from the Federal Highway Association (FHWA) through the NYSDOT for the Massey Street, Coffeen Street and Court Street Bridge Construction Project. Due to the timing of the right-of-way acquisition three (3) intersections were transferred to the Pedestrian Signal Improvement Project to keep the subject project on schedule.

The additional grant funding for this portion of the Project is provided through the NYSDOT and will come from the National Highway Performance Program (NHPP) Fund.

A Resolution is included in this evening’s meeting agenda for City Council consideration, which authorizes the City to pay the first instance 100% of the federal and non-federal shares of the cost of the Project and apply for reimbursement from New York State.

RESOLUTION

Page 1 of 2

Authorizing Supplemental Agreement No. 6,
Contract No. D035666, Massey Street,
Coffeen Street, and Court Street Bridge,
PIN 775362 – Funding the first instance
100% of the Federal-aid and State
“Marchiselli” Program-aid Eligible Costs of
a Transportation Federal-Aid Project and
Appropriating Funds

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown approved an Agreement with New York State for funding the reconstruction of Massey Street, Coffeen Street & Court Street Bridge, PIN 775362, (the “Project”) at its October 2, 2017, Council Meeting, and

WHEREAS a project for the reconstruction of Massey Street, Coffeen Street & Court Street Bridge, PIN 775362, (the “Project”) is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the cost of such program to be borne at the ratio of eligible costs at 80% federal funds and 20% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of the Construction in the amount of \$115,000, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown authorizes the City Comptroller to pay in the first instance 100% of the federal and non-federal share of the costs of Construction, and

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

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

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

RESOLUTION

Page 2 of 2

Authorizing Supplemental Agreement No. 6,
Contract No. D035666, Massey Street,
Coffeen Street, and Court Street Bridge,
PIN 775362 – Funding the first instance
100% of the Federal-aid and State
“Marchiselli” Program-aid Eligible Costs of
a Transportation Federal-Aid Project and
Appropriating Funds

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

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

Seconded by _____



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

ROBERT A. HAYNES, P.E.
Regional Director

June 12, 2025

Mr. Eric Wagenaar, City Manager
Watertown City Hall
245 Washington Street, Room 302
Watertown, NY 13601

RE: PIN 775362 – SUPPLEMENTAL AGREEMENT #6
CONTRACT #: D035666
PROJECT: Massey Street, Coffeen Street, & Court Street Bridge
PHASE: Construction
MUNICIPALITY: City of Watertown

Dear Mr. Wagenaar:

Attached is Supplemental Agreement #6 which is required to add additional Federal Funds for the Construction Phase of this Project.

Enclosed is the complete copy of the **Supplemental Agreement No. 6**. Each text package contains the following:

- Supplemental Agreement
- Schedule "A"
- Appendix A (June 2023)
- Appendix A-1
- Sample Resolution

To complete the Enclosed Agreement

The City of Watertown completes the agreement by:

1. Sign and date 1 copy of the Signature Sheet (**page 2**) and have notarized the affirmation statement on the same page.
2. A Resolution authorizing 100% first instance payment of the Construction Phase costs must be enacted by the City of Watertown and contain the Municipal Seal. Either embossed or foil self-adhesive seals are acceptable. Signatures on all copies of both the Signature Page and the Resolution should be in original ball point pen (*Blue Ink*).

Mr. Eric Wagenaar, City Manager
Page 2
June 12, 2025

The Signature Sheet (page 2) requires the signature of the local official authorized to act on the City of Watertown's behalf, and the signature of the City Attorney, each at the place indicated. The Acknowledgment Statement on Page 2 requires a Notary's signature and stamp affixed as indicated.

Return to my office:

1. One signed complete agreement.

Questions concerning this project should be addressed to Barbara R. Cadwell, Regional Local Program Liaison at 315-785-2499.

Sincerely,

FOR:



Kristopher H Reff, P.E.
Director, Regional Planning & Program Mgmt.

Copy with Attachment:

Mr. Tom Compo, City Engineer, City of Watertown
Mr. James E. Mills, City Comptroller, City of Watertown
Barbara R. Cadwell, Regional Local Program Liaison (Center File)

Sponsor: **City of Watertown**
 PIN: **775362** BIN: **2220220**
 Comptroller's Contract No. **D035666**
 Supplemental Agreement No. **6**
 Date Prepared: **6/12/2025** By: **BRC**
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 6 to D035666 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

City of Watertown (the Sponsor)

Acting by and through the **City Council**

with its office at **the Municipal Building, 245 Washington Street, Watertown, NY 13601.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

☐ amending a project description

☒ amending the contract end date

☒ amending the scheduled funding by:

☐ adding additional funding (check and enter the # phase(s) as applicable):

☐ adding phase _____ which covers eligible costs incurred on/after / /

☐ adding phase _____ which covers eligible costs incurred on/after / /

☒ increasing funding for a project phase(s)

☐ adding a pin extension

☐ change from Non-Marchiselli to Marchiselli

☐ deleting/reducing funding for a project phase(s)

☐ other (_____)

☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

☒ Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.

☐ Amends a previously adopted Agreement by adding:

☐ Appendix B M/WBE/SDVOB.

☐ Retention Exhibit.

☐ Other: _____

☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Watertown**
 PIN: **775362** BIN: **2220220**
 Comptroller's Contract No. **D035666**
 Supplemental Agreement No. **6**
 Date Prepared: **6/12/2025** By: **BRC**
 Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **Jefferson, City of Watertown (D035666)**

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

 For Commissioner of Transportation

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

By: _____
 Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
 For the New York State Comptroller
 Pursuant to State Finance Law ' 112

SCHEDULE A

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 7753.62

OSC Contract #: <u>D035666</u>	Contract Start Date: <u>9/7/2017</u> (mm/dd/yyyy) Contract End Date: <u>12/17/2027</u> (mm/dd/yyyy) <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 6	
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Watertown <input type="checkbox"/> State Administered Other Municipality/Sponsor (if applicable): <div style="margin-left: 40px;"><input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share</div> <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small>	
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS	
Work Type: HWY RESURF	County (If different from Municipality): Jefferson
<small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/>	
Project Description: Massey Street, Coffeen Street & Court Street Bridge (BIN 2220220)	
Marchiselli Eligible <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
7753.62.121	Current	NHPP (80%)	\$243,000.00	\$194,400.00	\$36,450.00	\$12,150.00	\$0.00
	Old	NHPP (80%)	\$243,000.00	\$194,400.00	\$36,450.00	\$12,150.00	\$0.00
7753.62.122	Current	Other (see FN) (80%)	\$260,000.00	\$208,000.00	\$39,000.00	\$13,000.00	\$0.00
	Old	Other (see FN) (80%)	\$260,000.00	\$208,000.00	\$39,000.00	\$13,000.00	\$0.00
7753.62.221	Current	NHPP (80%)	\$156,000.00	\$124,800.00	\$23,400.00	\$7,800.00	\$0.00
	Old	NHPP (80%)	\$156,000.00	\$124,800.00	\$23,400.00	\$7,800.00	\$0.00
7753.62.222	Current	Other (see FN) (80%)	\$44,000.00	\$35,200.00	\$6,600.00	\$2,200.00	\$0.00
	Old	Other (see FN) (80%)	\$44,000.00	\$35,200.00	\$6,600.00	\$2,200.00	\$0.00
7753.62.321	Current	NHPP (80%)	\$5,382,999.00	\$4,306,399.00	\$807,449.00	\$269,151.00	\$0.00
	Old	NHPP (80%)	\$5,267,999.00	\$4,214,399.00	\$790,200.00	\$263,400.00	\$0.00
7753.62.322	Current	Other (see FN) (80%)	\$861,080.00	\$688,864.00	\$129,162.00	\$43,054.00	\$0.00
	Old	Other (see FN) (80%)	\$861,080.00	\$688,864.00	\$129,162.00	\$43,054.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$6,947,079.00	\$5,557,663.00	\$1,042,062.00	\$347,354.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 7753.62

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$5,557,663.00	\$1,042,061.00	\$347,355.00	\$6,947,079.00
		Total FEDERAL Cost	\$5,557,663.00
		Total STATE Cost	\$1,042,062.00
SFS TOTAL CONTRACT AMOUNT			\$6,599,725.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Barbara Cadwell</u> Phone No: <u>315-785-2499</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See [LPB's](#) SharePoint for link to sample footnotes)

- Contract #D035666; PIN 775362; Massey, Coffeen, and Court St. Bridge (BIN 2220220)
- Preliminary Design, ROW and Construction are funded with 80% Federally Funded by National Highway Performance Program (NHPP) for NHS Sections and 80% Surface Transportation Block Grant Program (STBG) Funds for Non-NHS Sections.
- This Supplemental Agreement #6 has been amended to include additional National Highway Performance Program (NHPP) Funds for the Construction Phase.
-
-
-
-
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-
-

APPENDIX A

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex, national origin, and/or disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

December 15, 2025

To: Eric Wagenaar, City Manager

From: Thomas Compo, PE - City Engineer

Subject: Authorizing Supplemental Agreement No. 2 With New York State Department of Transportation (NYS DOT) for Contract No. D036015, Pedestrian Signal Improvement Project, PIN 70PS02 – Implementation and Funding Commitment of 100% of the Non-Federal Share of the Costs to Fund the Construction

In 2018, City was awarded a Grant from the Federal Highway Association (FHWA) through the New York State Department of Transportation (NYSDOT) for funding to improve pedestrian safety. The project originally was to construct sidewalks that were compliant with the Americans with Disabilities Act (ADA) at 5 intersections within the City. Due to the timing of right-of-way acquisition in the 2022-23 Massey Street, Coffeen Street and the Court Street Bridge reconstruction project, three (3) intersections were transferred to the Pedestrian Signal Improvement Project to maintain the project schedule. There are now a total of eight (8) intersections planned for improvement. The project is now ready to be constructed.

The additional grant funding for this Project is funded from the FHWA Highway Safety Program (HSIP) and the Carbon Reduction Program (CRP) and will be provided through the NYSDOT.

A Resolution is included in this evening's meeting agenda for City Council consideration, which authorizes the City to pay the first instance 100% of the federal and non-federal shares of the cost of the Project and apply for reimbursement from New York State.

RESOLUTION

Page 1 of 2

Authorizing Supplemental Agreement No. 2
With New York State Department of
Transportation (NYS DOT) for Contract
No. D036015, Pedestrian Signal Improvement
Project, PIN 70PS02 – Implementation and
Funding Commitment of 100% of the Non-Federal
Share of the Costs to Fund the Construction

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown approved an Agreement with New York State for funding the construction of the Pedestrian Signal Improvement Project, Contract D036015, (the "Project") at its November 5, 2018, Council Meeting, and

WHEREAS a Project for the City of Watertown Pedestrian Signal Improvement Project, PIN 70PS02 (the "Project") is eligible for funding (\$783,329.00) under Title 12 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds, and

WHEREAS the Project is eligible for Federal Funding (\$135,000) through the Carbon Reduction Program, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

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

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

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of \$1,116,329.00,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown duly convened does hereby approve the above-subject project, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City of

RESOLUTION

Page 2 of 2

Authorizing Supplemental Agreement No. 2
With New York State Department of
Transportation (NYS DOT) for Contract
No. D036015, Pedestrian Signal Improvement
Project, PIN 70PS02 – Implementation and
Funding Commitment of 100% of the Non-Federal
Share of the Costs to Fund the Construction

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Watertown to pay in the first instance 100% of the federal and non-federal share of the cost of Design Phases I_IV, ROW Incidentals and Acquisition, Construction work for the Project or portions thereof, and

BE IT FUTHER RESOLVED that the sum of \$1,116,329.00 is hereby appropriated pursuant to and made available to cover the cost of participation in the above phases of the Project, and

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

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

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

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

Seconded by _____



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

ROBERT A. HAYNES, P.E.
Regional Director

June 5, 2025

Mr. Eric Wagenaar, City Manager
Watertown City Hall
245 Washington Street, Room 302
Watertown, NY 13601

RE: PIN 70PS02 – SUPPLEMENTAL AGREEMENT #2
CONTRACT #: D036015
PROJECT: City of Watertown Pedestrian Signal Improvement Project
PHASE: Construction
MUNICIPALITY: City of Watertown

Dear Mr. Wagenaar:

Attached is Supplemental Agreement #2 which is required to add Federal Funds for the Construction Phase of this Project.

Enclosed is the complete copy of the **Supplemental Agreement No. 2**. Each text package contains the following:

- Supplemental Agreement
- Schedule "A"
- Appendix A (June 2023)
- Appendix A-1
- Sample Resolution

To complete the Enclosed Agreement

The City of Watertown completes the agreement by:

1. Sign and date 1 copy of the Signature Sheet (**page 2**) and have notarized the affirmation statement on the same page.
2. A Resolution authorizing 100% first instance payment of the Construction Phase costs must be enacted by the City of Watertown and contain the Municipal Seal. Either embossed or foil self-adhesive seals are acceptable. Signatures on all copies of both the Signature Page and the Resolution should be in original ball point pen (*Blue Ink*).

Mr. Eric Wagenaar, City Manager
Page 2
June 5, 2025

The Signature Sheet (page 2) requires the signature of the local official authorized to act on the City of Watertown's behalf, and the signature of the City Attorney, each at the place indicated. The Acknowledgment Statement on Page 2 requires a Notary's signature and stamp affixed as indicated.

Return to my office:

1. One signed complete agreement.

Questions concerning this project should be addressed to Barbara R. Cadwell, Regional Local Program Liaison at 315-785-2499.

Sincerely,

FOR: 

Kristopher H Reff, P.E.
Director, Regional Planning & Program Mgmt.

Copy with Attachment:

Mr. Tom Compo, City Engineer, City of Watertown
Mr. James E. Mills, City Comptroller, City of Watertown
Barbara R. Cadwell, Regional Local Program Liaison (Center File)

Sponsor: **City of Watertown**PIN: **70PS02** BIN: **N/A**Comptroller's Contract No. **D036015**Supplemental Agreement No. **2**Date Prepared: **6/5/2025** By: **BRC**

Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D036015 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

City of Watertown (the Sponsor)Acting by and through the **The City Council**with its office at **The Municipal Building, 245 Washington St., Watertown, NY 13601.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- ☐ amending a project description
- ☒ amending the contract end date
- ☒ amending the scheduled funding by:
 - ☒ adding additional funding (check and enter the # phase(s) as applicable):
 - ☒ adding phase **.321** which covers eligible costs incurred on/after **4/15/2025**
 - ☒ adding phase **.322** which covers eligible costs incurred on/after **4/15/2025**
 - ☐ increasing funding for a project phase(s)
 - ☒ adding a pin extension
 - ☐ change from Non-Marchiselli to Marchiselli
 - ☐ deleting/reducing funding for a project phase(s)
 - ☐ other (_____)

- ☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- ☒ Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.
- ☒ Amends a previously adopted Agreement by adding:
 - ☐ Appendix B M/WBE/SDVOB.
 - ☐ Retention Exhibit.
 - ☒ Other: **Appendix A-1 (2018)**

- ☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Watertown**PIN: **70PS02** BIN: **N/A**Comptroller's Contract No. **D036015**Supplemental Agreement No. **2**Date Prepared: **6/5/2025** By: **BRC**

Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **Jefferson, City of Watertown**

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

For Commissioner of Transportation

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

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law ' 112

SCHEDULE A

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYS DOT/ State-Local Agreement - Schedule A for PIN 70PS.02

OSC Contract #: <u>D036015</u>	Contract Start Date: <u>9/4/2018</u> (mm/dd/yyyy) Contract End Date: <u>12/31/2027</u> (mm/dd/yyyy) <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 2	
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Watertown Other Municipality/Sponsor (if applicable): _____ <input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share </div>	
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS	
Work Type: HWY SIGNALS	County (If different from Municipality): Jefferson
(Check, if Project Description has changed from last Schedule A): <input type="checkbox"/> Project Description: City of Watertown Pedestrian Signal Improvement Project	
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
70PS.02.121	Current	HSIP	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$0.00
	Old	HSIP	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$0.00
70PS.02.221	Current	HSIP	\$118,000.00	\$118,000.00	\$0.00	\$0.00	\$0.00
	Old	HSIP	\$118,000.00	\$118,000.00	\$0.00	\$0.00	\$0.00
70PS.02.321	Current	HSIP	\$783,329.00	\$783,329.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
70PS.02.322	Current	CRP (80%)	\$135,000.00	\$108,000.00	\$0.00	\$27,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,116,329.00	\$1,089,329.00	\$ 0.00	\$27,000.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 70PS.02

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,089,329.00	\$ 0.00	\$27,000.00	\$1,116,329.00
		Total FEDERAL Cost	\$1,089,329.00
		Total STATE Cost	\$ 0.00
SFS TOTAL CONTRACT AMOUNT			\$1,089,329.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Barbara R. Cadwell</u> Phone No: <u>315-785-2499</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See [LPB's](#) SharePoint for link to sample footnotes)

- D036015; PIN 70PS02 - City of Watertown Pedestrian Signal Improvement Project
- This Supplemental Agreement #2 adds Construction Phase Funding.
- 70PS02.321: 100% Federally Funded by Highway Safety Improvement Program (HSIP) Funds - up to the Awarded Amount
- 70PS02.322: 80% Federally Funded by Carbon Reduction Program Funds.
-
-
-
-
-
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-
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APPENDIX A

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex, national origin, and/or disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Res No. 6

December 15, 2025

To: Members of City Council

From: Sarah V.C. Pierce, Mayor

Subject: Approving Employment Agreement Between the City of Watertown and
Henricus F. Wagenaar for the Position of City Manager

Attached for Council's consideration is a resolution approving an Employment Agreement with Henricus "Eric" F. Wagenaar for the position of City Manager. The contract is for a two-year term beginning on December 30, 2025.

RESOLUTION

Page 1 of 1

Approving Employment Agreement Between
the City of Watertown and Henricus F.
Wagenaar for the Position of City Manager

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City Council desires to employ Henricus F. Wagenaar as City Manager,
and

WHEREAS an employment agreement for the term from December 30, 2025 to
December 29, 2027 has been drafted,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown
hereby approves the agreement between Henricus F. Wagenaar and the City of Watertown, a
copy of which is attached and made part of this resolution.

Seconded by _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into effective December , 2025, by and between the City of Watertown, a municipal corporation herein after called "Employer" or "City Council", and Henricus F. Wagenaar, hereinafter called "Employee" or "City Manager."

WITNESSETH

WHEREAS, Employer desires to employ the services of Henricus F. Wagenaar as City Manager of the City of Watertown, as provided for in the Charter of the City of Watertown; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee, and to provide inducement for him to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's services at such time that the City Council may desire; and

WHEREAS, Employee desires to be employed as City Manager of the City of Watertown;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Powers and Duties of the City Manager.

The City Council hereby agrees to employ Henricus F. Wagenaar as City Manager of the City of Watertown to perform the functions and duties specified in the Watertown City Charter, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

Section 2. Term.

- A. The City Manager serves at the pleasure of the City Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager, subject to the provisions of Section 3 of this Agreement.
- B. The term of this Agreement shall be December 30, 2025 through December 29, 2027.

- C. In the event Employee voluntarily resigns as City Manager before expiration of the term of this Agreement, then Employee shall give the City Council ninety (90) calendar days advance notice unless the parties agree otherwise.

Section 3. Early Termination.

- A. In the event employment of the City Manager is terminated, other than for "just cause," (as defined in Paragraph 3 (F), below) and prior to the expiration of the term of this Agreement), the City Council agrees to pay Employee three (3) months salary, on a biweekly basis, for a period of three (3) months from termination. In the event Employee commences comparable employment in his field prior to three (3) months from the effective date of termination, the City Council's obligation to pay salary shall then cease. Employee shall make good faith efforts to seek such comparable employment. The Parties' rights and responsibilities, with respect to Health Insurance, shall continue to be those established from Employee's prior employment with the City regardless of Early Termination.
- B. The employee shall be compensated for all accrued sick leave and vacation time up to termination. The Employer, up to the maximum allowable, agrees to contribute to the Employee's deferred compensation account based upon the value of his compensation calculated using the rate ordinarily contributed on regular compensation. If the maximum contribution is reached, Employer shall pay the remainder by direct payment to Employee.
- C. For purposes of this Section 3, a failure of the City Council to renew the City Manager's Contract shall not be deemed a termination entitling the City Manager to severance pay if the City Council shall notify the City Manager, in writing, by October 1st of the year requiring renewal, that the Contract shall not be renewed. If the City Council does not inform the City Manager by October 1st of the year requiring renewal that the Contract will not be renewed, then any subsequent failure to renew shall entitle the City Manager to the Severance Pay called for in Section 3(A) and (B).
- D. Contemporaneously with the delivery of all of the severance pay and other compensation set forth above, the City Manager agrees to execute and deliver to Employer a release, releasing Employer from all claims that City Manager may have against Employer, its agent(s), official(s) or employee(s).
- E. In the event City Council at any time reduces the salary, compensation or other benefits of the City Manager in a proportion greater than that applicable as an across-the board reduction for all management and management/confidential employees of the City, or the City Manager resigns following a suggestion, either formal or informal, by a majority of the City Council that he resign, then in that event the City Manager may at his option, be deemed terminated, and entitled to the

benefits as provided in Sections 3(A) and (B). However, prior to a "deemed" termination, the City Manager must give the City Council notice of his intention to treat a particular action as a termination and provide the City Council fourteen (14) days to "cure" any claimed termination.

- F. In the event the City Manager is terminated for "just cause," then the Employer's only obligation to the City Manager is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined as the likely commission of a crime or other action involving likely dishonesty or moral turpitude, or insubordination by the City Manager as found by a majority of City Council in the good faith exercise of its discretion.
- G. The terms of this Agreement shall remain in full force and effect unless and until it expires, or is sooner terminated.

Section 4. Salary.

Employer agrees to pay Henricus F. Wagenaar for his services as City Manager an annual gross salary of \$161,160. On December 30, 2026, the annual gross salary shall increase 2% to \$164,383 for remainder of the term of agreement. All salary is payable in installments at the same time as other employees of the City of Watertown are paid.

Section 5. Retirement Benefits.

- A. The City Manager shall be covered and governed by the same retirement system as all other non-public safety employees (New York State Employee Retirement System),
- B. The City Manager shall have the option of converting up to five (5) sick days and five (5) vacation days, per fiscal year, into dollars to be contributed to the Employee's Section 457 deferred compensation plan.

Section 6. Health Insurance.

Employee presently has health insurance from his prior employment. This Agreement shall neither affect, nor impair, that insurance. In the event the City offers a financial opt-out payment to management/confidential employees who opt out of City health insurance due to other coverage, the Council will consider whether to extend such benefit to the Employee.

Section 7. Other Benefits.

- A. Employee may, at his option, carry over not more than fifteen (15) days vacation leave in any given year. Such carryover of vacation leave shall not be cumulative from year to year. Employee shall be credited with twenty-five (25) days vacation each year of this Agreement.

Employee's accrual of sick leave shall be at the rate per the existing City policy for management employees.

The City Manager shall use best efforts to provide the City Council with at least twenty-four (24) hours advance notice of his reasonable expectation to be absent from Jefferson County for at least two (2) consecutive days for any reason.

Section 8. Professional Development.

Employer agrees to budget for and to pay the professional dues, subscriptions, travel and subsistence expenses of the City Manager for professional participation and travel, meetings and occasions adequate to continue his professional development as budgeted by the City Council. Said participation on City time shall include: membership in the International City Management Association (ICMA), the New York State Municipal Management Association annual conference and dues, the New York State Public Employer Labor Relations Association annual conference and dues, and the New York State Conference of Mayors annual conference.

Section 9. Performance Evaluation.

The City Council shall review and evaluate the performance of the City Manager as required by the City Charter. Employer agrees to review base salary and/or other benefits of the City Manager at the time of his review, in such amounts and to such extent as the City Council may determine that it is desirable to do so, in light of performance by City Manager.

Section 10. Hours of Work.

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule.

Section 11. Indemnification.

Employer shall defend and indemnify Employee, in accordance with Section 18 of the N.Y. Public Officers Law, in any action or special proceeding arising from Employee's performance of duties as City Manager, unless those actions were illegal or otherwise outside the scope of his duties or authority.

Section 12. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Mayor of the City of Watertown
Suite 302, Municipal Building
245 Washington Street
Watertown, New York 13601
- (2) EMPLOYEE: Henricus F. Wagenaar
29188 Old Town Springs Road
Chaumont, New York 13622

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 13. Reporting to Council/Protections Against Retaliation.

- A. In the event that the City Manager is given direction to "report back" at the direction of all members, or at the direction of any particular member of City Council, the City Manager's sole responsibility shall be to "report back" to the Mayor and the then most senior member of Council.
- B. If a member of City Council shall attempt to give direction to a member of City Staff, said employee shall not be required to act on the direction unless and until the City Manager gives his approval of the same.
- C. The City Manager shall not be subject to retaliation by City Council, or by any of its members, or a combination thereof, for declining to proceed with a Council Member's direction, or declining to require a member of City staff to so proceed, unless such direction is approved by a majority of City Council in open session.
- D. These rules requiring City Council approval shall be strictly construed to ensure that the City Manager has the ability and authority to direct the work of City staff without interference, and further to ensure that City staff members are entitled to look solely to the City Manager for direction in their work.

Section 14. Residency.

Pursuant to Local Law #3 of 2025, adopted July 21, 2025, Employee need not be a resident of the City of Watertown for the duration of his service as City Manager, provided he retains his residence in Jefferson County.

Section 15. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.

- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, of portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. There shall be no changes in this Agreement unless agreed to in writing and approved by majority vote on the Council and by Employee.
- D. This Agreement is subject to all provisions of the City Charter of Watertown, New York.

Date: December _____, 2025

Sarah V. C Pierce, Mayor
Mayor of the City of Watertown

Date: December _____, 2025

Henricus F. Wagenaar, City Manager

Res No. 7

December 15, 2025

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for WTP COAD Pump Station Roof Replacement Project –
PTL Contracting Corp.

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Water Treatment Plant (WTP) COAG Pump Station Roof Replacement Project, per City specifications and publicly opened and read the sealed bids on December 4, 2025, at 11:00 a.m. EST. Bids were provided to seven (7) plan houses and sixteen (16) potential vendors.

The Purchasing Department received four (4) sealed bid submittals, and the bid tabulations are shown below:

Vendor Name, Address, Point of Contact and email address	PTL Contracting Corp.	RSI Roofing, Inc.	Titan Roofing, Inc.	Dewald Roofing Co. Inc.
	27840 County Route 193	44 County Route 9	200 Tapley Street	PO Box 479
	Theresa, NY 13691	Gouverneur, NY 13642	Springfield, MA 01104	Central Square, NY 13036
Description: Pricing	Pricing	Pricing	Pricing	Pricing
Total Base Bid	\$47,000.00	\$52,900.00	\$64,700.00	\$69,777.00
ADD: Alternate #1 - 30 year Roof Warranty	\$7,000.00	\$3,000.00	\$1,000.00	\$3,370.00

The Purchasing Manager, Water Superintendent, and Engineering Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the bid proposal for the WTP COAG Pump Station Roof Replacement Project to PTL Contracting Corp., Inc. as the lowest responsive responsible bidder in the base bid amount of **\$47,000.00**.

The WTP COAG Pump Station Roof Replacement Project will be funded by the Water Fund as adopted by the City Council within the Fiscal Year 2025-26 Capital Budget.

If there are any questions concerning this recommendation, please contact me at your convenience.

RESOLUTION

Page 1 of 1

Accepting Bid for WTP COAG Pump Station
Roof Replacement Project –
PTL Contracting Corp.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City's Water Department desires to contract with a qualified firm to provide all labor, equipment, materials, and supervision required to perform all operations necessary for the removal and disposal of an existing ballasted roofing system at the Water Treatment Plant (WTP) COAG pump station roof to include all insulation, flashing, vapor barrier, metal edge, fascia, and all necessary appurtenances, and

WHEREAS the Purchasing Department advertised and received four (4) sealed bids for the roof replacement project, and

WHEREAS on December 4, 2025, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Water Superintendent and Engineering Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by PTL Contracting Corp., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from PTL Contracting Corp. in the amount of \$47,000.00, and

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

WTP COAG Pump Station Roof Replacement Project

Bid / RFP Number:

Bid #2025-21

Opening Date:

Thursday, December 4, 2025 @ 11:00 AM

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name, Address, Point of Contact and email address

PTL Contracting Corp.

RSI Roofing, Inc.

Titan Roofing, Inc.

Dewald Roofing Co. Inc.

27840 County Route 193

44 County Route 9

200 Tapley Street

PO Box 479

Theresa, NY 13691

Gouverneur, NY 13642

Springfield, MA 01104

Central Square, NY 13036

Description: Pricing

Pricing

Pricing

Pricing

Pricing

Total Base Bid

\$47,000.00

\$52,900.00

\$64,700.00

\$69,777.00

ADD: Alternate #1 - 30 year Roof Warranty

\$7,000.00

\$3,000.00

\$1,000.00

\$3,370.00

Addendum Acknowledgement (if any)

Y

Y

Y

Y

Bid Bond or Check (B / C)

B

B

B

B

Non-Collusive Bidding Certificate

Y

Y

Y

Y

Certificate of Compliance with the Iran Divestment Act

Y

Y

Y

Y

Sexual Harassment Form

Y

Y

Y

Y

Certificate of Contractor Registry

Y

Y

Y

Y

SAM's & NYS Debarred


N

N

N

N

**FISCAL YEAR 2025-2026
CAPITAL BUDGET
FACILITY IMPROVEMENTS
SOURCE OF SUPPLY, POWER AND PUMPING**

PROJECT DESCRIPTION	COST
<p>Coagulation Basin Pump Station Roof Replacement</p> <p>The roof on the coagulation basin pump station is need of replacement. The roof is stone covered, and a leak has developed. The roof is damaged in a few areas beyond what a simple patch or repair can fix.</p>  <p>Funding to support this project will be from a transfer from the Water Fund (F.9950.0900).</p>	<p>\$53,000</p>
TOTAL	\$53,000

December 15, 2025

To: Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Upcoming Oath of Office Ceremony

The newly elected Council Members, Douglas E. Osborne Jr. and Shane A. Garrabrant, along with returning City Judge, Honorable Mary E. Doheny, will be sworn in on New Year's Day at 12:00 p.m. The ceremony will take place in the rotunda of the Roswell P. Flower Memorial Library.

A press release will be issued inviting the public and local media to attend. Invitations for family members and campaign supporters have been mailed to the respective guests of the newly elected Council Members and the returning City Judge. The ceremony is expected to last no longer than one hour.